

SEIU

SOUTHMORELAND
SCHOOL DISTRICT

**COLLECTIVE BARGAINING
AGREEMENT**

2025-2028



“CULTIVATING
LIFELONG LEARNERS
READY FOR AN EVER-
CHANGING WORLD”

www.southmoreland.net
2351 Route 981,
Alverton, PA 15612

AGREEMENT Between the
Southmoreland School District and
SEIU Local 32BJ
Effective July 1, 2025 through
June 30, 2028



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AGREEMENT

ARTICLE I: STATEMENT OF AGREEMENT

1.01:

This Agreement is made by and entered into Between SOUTHMORELAND SCHOOL DISTRICT of Westmoreland County, Pennsylvania.

AND

SEIU 32BJ under authority of Act 195 of 1970 of the Commonwealth of Pennsylvania.

1.02:

Each party intends to be legally bound hereby.

ARTICLE II: DEFINITIONS

2.01:

As used in this Agreement the following term shall have the meanings here given unless a contrary intent clearly appears:

- (a) Employer - Southmoreland School District
- (b) Employee - a person or persons who are or become members of the Union and who are custodial, maintenance, food service van drivers, or cafeteria workers of the employer and who have completed the probationary period as set forth in 4.03.
- (c) Union - SEIU 32BJ
- (d) School Year - the twelve consecutive months beginning on July 1 and ending on the following June 30.
- (e) Seasonal Employee - a person or persons employed to work during summer months only or one of the extended holiday periods such as Christmas or Easter.
- (f) First Level Supervisor - a person assigned on a continuous basis the responsibility of directing or supervising the work of two or more employees and a member of the administrative/management team of the employer.
- (g) Substitute employee - a person employed by employer to work in the absence of an employee, as permitted by the collective bargaining agreement in case of extended sick leave or approved leave of absence. The Employer shall have the right to establish the job requirements in advance, post the same and any employee who desires to be in the eligibility pool is required to establish qualifications in advance for positions for which they desire to be eligible. The employee will then be notified as to whether they meet the qualifications and if

so will then be included in the eligibility pool for that position. If the employee does not establish their qualifications in advance, then the employee will not be eligible to be a substitute employee for that position.

(h) Maintenance Employee; Custodial Employee; Cafeteria Employee - All are employees and these titles shall refer to particular job classifications of ARTICLE XVIII hereof, referring to Schedule A.

(i) Regular part time employee - employees who work a daily schedule not less than four (4) hours but less than six (6) or more hours (except the three (3) existing food service employees who are currently grandfathered.)

(j) A day-specified to mean calendar day

(k) Business day- shall mean Monday through Friday exclusive of Holidays.

2.02:

Wherever used in this Agreement, the use of the singular shall mean the plural

ARTICLE III: RECOGNITION

3.01:

Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of Employment.

3.02:

Any Employee working a regular daily schedule of six (6) hours per day or more (except the three (3) existing employees who are currently four (4), four and one half (4.5), and five and three quarter (5.75) hour workers in the cafeteria will be grandfathered in as being considered full time employees) who is employed and begins their permanent employment with the Employer prior to January 1 of any school year shall be considered at the close of the school year as having completed one year of service and shall therefore be eligible for all of the rights and privileges thereof prorated for time worked. Any such personnel beginning their permanent employment on or after January 1 of any school year shall be eligible for such rights and privileges, excluding vacation benefits. Vacation eligibility will go into effect at the close of the following school year.

3.03:

Employees shall receive all benefits stated in this Agreement.

3.04:

Employment of a substitute employee shall not exceed one hundred (120) calendar days when a bona fide job opening exists because of a retirement or termination of employment; but employment of a substitute may be without limit when done for extended leave caused by workers' compensation, paid or unpaid sick or personal leave. The substitute may fill a part time position and a substitute will not fill a full-time position if there is a full time or part time employee who has bid for it.

ARTICLE IV: RIGHTS OF EMPLOYER

4.01:

(a) Union recognizes that the management of the property and buildings and affairs of Southmoreland School District and the direction of all the working forces therein is vested in the Employer.

(b) Employer will not subcontract out bargaining unit work as defined in this Agreement during the term of this contract. Employment which is beyond the scope of the bargaining unit or not normally done by members of the bargaining unit shall be excluded from this provision. The Employer reserves the right to permit unpaid volunteers to assist with work caused by usage of facilities by groups pursuant to School Board Policy 707, but will not deprive the employees of their regularly scheduled work shift hours.

4.02:

No employee or applicant for employment covered by this Agreement shall be discriminated against with respect to hiring, compensation, or any other term or conditions of employment because of membership in the Union or activities on behalf of the Union or because of such individual's race, color, religion, sex, national origin, religious creed, or political affiliation, nor shall this contract be construed to limit, segregate, or classify Employees in any way to deprive any individual Employee of any of the benefits under this contract for the aforesaid reasons. The use of the male or female gender of nouns or pronouns in this agreement is not intended to describe any specific employee or group of Employees, but is intended to refer to all Employees and the job classifications regardless of sex.

4.03:

A ninety (90) working day probationary period of work running concurrent with the regular work schedule shall be in effect for all new regularly scheduled Employees. Permanent status begins with the ninety-first (91st) working day and seniority starts from the date of hire. A working day shall be defined as a day on which the employee is scheduled to and reports for work.

4.04:

Management of Employee and direction of the working forces are the sole right of Employer. The exercise of such rights by Employer shall include, but not be limited to the right to:

(a) Hire and assign and temporarily reassign Employees to buildings based on personnel shortages, emergencies and unusual circumstances;

(b) Have Employees electronically record time in and time out;

(c) Schedule the work;

(d) Promote, demote, transfer, make temporary lay-offs, drop for lack of work, and to suspend or discharge or otherwise discipline Employees for proper-cause just cause; provided that no action so taken shall be in violation of the agreement.

(e) To demand drug testing provided that it is implemented pursuant to the District's policies of general applicability as to all district employees and that there is "reasonable suspicion" to do so as evidenced by on the job impairment such as slurred speech, inability to walk straight, erratic behavior, or other signs or information

that indicate a reasonable suspicion to test. In such situations the District may require an Employee to take a blood or breathalyzer test. The employee's refusal to be tested will constitute grounds for dismissal. If an employee disputes the results of the first test, the District shall allow a second test to be conducted on the same blood or saliva sample that was initially taken, by a different agency than administered the first test which shall be at the employee's cost and expense for the second test. Transfer of the sample shall be by the drug testing facility or its agents and not the accused employee. Each testing agency shall provide a safe chain of custody of all samples taken. If the employee requests assistance before the employer demands testing, the Employer shall offer the employee the programs generally available under its policies.

(f) Criticism by a Supervisor, Administrator, or Board Member of an Employee and/or their work shall be made in confidence and not in the presence of students, parents, and other employees, or in any public gathering. Likewise, no Employee shall criticize any school employee in the presence of students, parents, or in any public gathering.

4.05:

Union agrees that this Agreement is not intended to modify by any of its terms any discretionary authority concerning such matters vested in the Employer by statute of the Commonwealth of Pennsylvania. In all matters of policy, the final decision rests with Employer.

ARTICLE V: UNION SECURITY

5.01: Maintenance of Membership:

Members of the Union shall be required to pay the Union's periodic dues and initiation fees as a condition of continued employment. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting the discharge of a Union member because they have not satisfied the membership obligations set forth hereunder, the employee shall be discharged within fifteen (15) days of the letter if prior thereto they do not take proper steps to meet the obligations.

5.02: Dues Check Off:

The Employer agrees to deduct the Union's monthly dues, initiation fees, assessments, and American Dream Fund contributions from the pay of each Union member from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Monthly dues deductions will be made from the pay for the first full pay period worked by the employee following the receipt of the authorization, and thereafter will be made from the first paycheck each month that the employee receives. Dues and other monies deducted in accordance with this paragraph shall be forwarded to the Union not later than the twentieth (20th) day of each month.

The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union via paper check or electronically via ACH or wire transfer utilizing the 32BJ self-service portal. In the event the employer chooses to utilize the electronic transmission system the transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any

necessary training opportunity to the employer to facilitate electronic transmissions if the employer chooses to utilize electronic transmissions.

For each new hire, the Employer agrees to furnish the Union with the following information: name, social security number, job title, rate of pay, number of hours worked per day and the number of hours worked per week.

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records as valid written authorizations for deduction and remittance.

5.03: AMERICAN DREAM FUND:

The Employer agrees to deduct no later than the last payroll day of each month from the wages of the employee their voluntary contribution to SEIU Local 32BJ American Dream Fund and shall at the same time remit immediately said monies to the Union together with a list of employees' names for whom such deductions have been made and the amounts thereof. Deductions for American Dream Fund will only be made for those employees who have filled out an-American Dream Fund deduction card that designates the amount to be deducted. (A. current copy of the card will be added to the appendix) Deduction for American Dream Fund shall be on a bi-weekly basis. A check will be issued to SEIU Local 32 BJ American Dream Fund which includes the aggregate deduction of all Employees authorizing check off of political contributions, together with an itemized statement for the month the deductions are made. The Union shall notify the Employer in writing of the names of the person (together with his/her title and address) to whom the check should be sent, and any changes concerning this information.

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

5.04:

Union agrees that Union membership on the part of Employees shall not interfere with any arrangements entered into between the Board and Union or Non-Union contractors which require cooperative efforts on the part of the contractor and Union School Employees, nor shall there be any work stoppage because thereof. No Employee shall forfeit any part of his employment because of an employment contract by District.

5.05:

The Union agrees that there shall be no stoppage of work due to jurisdictional dispute.

5.06:

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any past practices, prior memorandums of understanding and/or any other subject or matter not removed by law from the area of collective bargaining and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity, including any past practices and prior memorandums of understanding, are merged into this agreement.

During the term of this Agreement, neither the District nor the Union will be bound to follow any practice not specifically guaranteed by an express provision within the four corners of this document. However, the parties acknowledge that settlement agreements related to grievances and charges of unfair labor practices are specifically excluded from this waiver.

ARTICLE VI: SENIORITY

6.01:

- (a) Seniority of Employees for any department shall govern the reduction of forces in that department, with the junior employees being laid off first.
- (b) There are two (2) separate departments for seniority purposes.
 - (1) Maintenance-Custodial
 - (2) Cafeteria.
- (c) There shall be two (2) separate seniority lists within each of the two (2) departments stated in 6.01 (b).
 - (1) Full-Time Employees
 - (2) Part-Time Employees
- (d) Each employee will be listed on the seniority first by date of hire as stated on the existing seniority list agreed to by the parties at the signing of this Agreement, The Seniority of employees who are hired at the same Board meeting shall be determined by the drawing of lots.
- (e) Seniority of employees for any department shall govern the reduction of forces in being laid off first. Such reduction shall be according to the following:
 - (1) Seasonal employees
 - (2) Temporary employees who have not completed their one hundred twenty (120) calendar days or who are filling a vacancy resulting from an approved leave of absence
 - (3) Part-time employees on probation
 - (4) Full-time employees on probation
 - (5) Regular employees who have completed their probation period starting with part-time employees.
- (f) Should the District reduce hours or the size of the bargaining unit, they must give three (3) weeks advance notice to the Union and agree to meet and discuss said changes with the Union prior to

implementation, unless there is a state of emergency declared. In all cases of layoff or reduction of hours, an employee may exercise their department seniority to bump any employee with less seniority from an equal or lower paying classification within the same department. That employee in turn must bump any employee with less seniority from an equal or lower paying position. This process will continue with the last employee accepting layoff or reduction of hours. Employees will be recalled to work by seniority. An employee duly notified by the District in writing, to return to work from layoff must return to work within five (5) working days of such notice or be considered terminated; however, this does not apply to cafeteria workers during the summer months. Employees who have accrued seniority in one department and bid into another will maintain all accrued time in their previous department for the purpose of bumping and recall rights.

(g) In the event the District eliminates a position or reduces or changes the hours of work for a position, the affected employee will follow the bumping procedure outlined in the collective bargaining agreement.

6.02:

(a) Employer will post the following job openings:

1. permanent vacancies;
2. temporary vacancies;
3. new positions.

(b) Employer will post within ten (10) working days after the occurrence of the above openings. Postings will be made in all school buildings for five (5) work days.

(c) Job openings and newly created positions will be posted.

(d) Employer will post job qualifications for candidates for substitute employment who must establish qualification in advance in order to be considered.

6.03:

(a) In the event there are any job vacancies or newly created positions, jobs shall be posted on a bulletin board in locations accessible to all employees for a period of five (5) working days. Job postings will list the days of work, hours of work, shift and building assignment. The bid shall also include a job description. Employees, who wish to apply for a vacancy shall in writing, file their bid within the prescribed time. Positions will be posted and bid first from within the Department where the opening exists and awarded to the senior, qualified bidder using departmental seniority. The District shall follow the same procedure and will continue to bid vacant positions within the Department until there are no interested bidders and/or an open position. If after following the above procedure, there are no remaining interested bidders within the department, then the District may award the position to any candidate whether within or outside the bargaining unit.

The Employer, in writing will notify the Employee and the Union President of who is granted the bid. The Employer may return an employee to their former position any time during the ten (10) working day trial period without loss of seniority. The Employee in that same ten (10) working day time period may also request to return to their former position or classification without loss of seniority, change of building or shift.

(b) Temporary Vacancies

1. Temporary vacancies that occur due to an illness, injury (job related or not), or leave of absence that exceeds or are known to exceed ten (10) working days will be posted and awarded to the senior qualified employee. During the ten (10) working days and posting time the position will be filled by the most senior employee in the affected building with the right of refusal. If no employee from the building elects to fill the vacancy, the District will fill the position with a substitute for the ten (10) working days and posting time period. Once the District receives notification indicating the leave will exceed ten (10) working days they will immediately post the position. Candidates for substitute employment must have pre-qualified for the position and be in the eligibility pool therefore.

2. On the eleventh (11th) working day the District will post the position, following the bidding procedure outlined in the collective bargaining Agreement. The position will be awarded to the most senior qualified employee who signs the posting within the department. If no employee signs the posting the District will fill the position with a substitute employee.

3. Vacation and sick leave will be accrued on an hourly basis, excluding summer, while the employee is filling the temporary vacancy. Upon returning to the regular position, the employee will be compensated for any unused vacation and sick leave at an hourly rate.

4. All temporary bids shall be filled immediately following the posting period. Any change in wages requiring School Board approval will be retroactive to the first day the employee works in the awarded position.

(c) Part-time employees who bid on and receive a full-time vacancy shall go to the bottom of the full-time seniority list. Full-time employees who bid on and receive a part-time vacancy shall go to the bottom of the part-time seniority list.

(d) Any employee who transfers or is promoted from their present position to any other in their classification (classification refers to full-time or part-time classifications) shall maintain all their seniority from date of hire during the term of this agreement from the seniority list they have been transferred or promoted from.

(e) The Union and the Employer agree to the creation of positions which will be used for cases of worker's compensation that meet with a Doctor's approval but do not require separate approval of the union (hereinafter "light duty positions"); the term of the position shall not exceed 104 weeks for each employee. During the term of a temporary light duty position, the employee occupying said position shall continue to accrue seniority and will be paid at his/her regular rate of pay for all hours worked. If a light duty employee is working with or assisting a fellow bargaining unit employee in the performance of the light duty work, the light duty person will be rotated to other locations or duties so as not to repetitively lessen the duty of any one bargaining unit member

6.04:

Nothing in this Article shall in any manner restrict the employer in the discharge of its legal obligations with respect to re-employment of veterans.

6.05:

An employee's seniority shall end for the following reasons:

- (a) If the employee quits or is dismissed for just cause.
- (b) If the employee fails to return to work after a lay-off within five (5) days after being notified by certified mail at their last known address by the employer, unless a satisfactory reason is given.

6.06:

A full-time employee who transfers to a part-time position will be treated for benefit purposes as a part-time employee. When a part-time employee transfers back to a full-time position, they will receive all benefits they had before transferring to a part-time position.

6.07:

An employee absent from work because of a paid or unpaid leave will accrue seniority at the same rate as those not absent from work.

ARTICLE VII: WAGES - TRAVEL - TRAINING

7.01:

All Employees will be placed on scale according to job classification. Wages under this contract shall be paid retroactively to July 1, 2025.

7.02: [12-month employees]

(a) Hourly rates for Custodial Employees hired prior to July 1, 1992 shall be as follows:

2025-2026	2026-2027	2027-2028
3.5% = \$22.08	3.5% = \$22.85	3.75% = \$23.71

(b) Hourly rates for Custodial Employees hired after July 1, 1992 but before July 1, 2011 shall be as follows:

2025-2026	2026-2027	2027-2028
3.5% = \$20.37	3.5% = \$21.08	3.75% = \$21.87

(c) Hourly rates for custodial employees hired on or after July 1, 2011 shall be as follows:

2025-2026	2026-2027	2027-2028
3.5% = \$17.11	3.5% = \$17.71	3.75% = \$18.37

(d) Hourly rates for Maintenance Employees shall be as follows:

2025-2026	2026-2027	2027-2028
3.5% = \$21.74	3.5% = \$22.50	3.75% = \$23.34

7.03: [9-month employees]

(a) Hourly rates for Cafeteria Employees hired prior to July 1, 1992 shall be as follows:

2025-2026	2026-2027	2027-2028
7.5% = \$18.64	2% = \$19.01	2% = \$19.39

(b) Hourly rates for Cafeteria Employees hired after July 1, 1992 but before July 1, 2011 shall be as follows:

2025-2026	2026-2027	2027-2028
7.5% = \$17.78	2% = \$18.13	2% = \$18.49

(c) Hourly rates for Cafeteria Employees hired on or after July 1, 2011 shall be as follows:

2025-2026	2026-2027	2027-2028
\$15.00	2% = \$15.30	2% = \$15.60

(d) Any Employee who becomes a head cook after June 30, 2011 will have an hourly rate computed by adding \$2.75 per hour to his/her previous hourly rate

7.04:

Employer policy on community use, night use and rentals of school buildings shall be used. No monies for use of any buildings will be accepted by an Employee in charge, but he shall direct the representative of the persons using the building to forward all fees to the business office of Employer. No fee will be paid Employees for performing work relative to outside groups using the school when the work is performed during the regular tour of duty for that Employee. Only when the Maintenance Supervisor or other person authorized by Employer directs a Custodian to report and he does so on his own time will any extra compensation be considered. The Maintenance Supervisor will then put in a timesheet and the payment will come from the Business Office.

7.05:

(a) At Supervisor's discretion, part time Employees will be given preference over Substitute Employees for any available overtime or extra work. If an eight-hour employee calls off work, the part-time employee from that specific building shall be offered the extra work by seniority. If the Employee list is exhausted, a part-time employee from another building shall be offered the extra work according to seniority. After that list is exhausted, then Substitute Employees may be considered for extra work. Employees shall receive notification via email, phone call, and text message notifying them that overtime or extra work exists. Such notification shall be delivered as soon as the Employer becomes aware that an opportunity exists. Such notification will include a deadline, ten (10) minutes, by which the employee must notify the supervisor if they are willing to accept the overtime or extra work. Work will be awarded as noted in 7.05(1) after the work has been awarded, the Employer shall send out a mass notification notifying them as to who has been awarded the overtime or extra work.

(b) Extra time to be worked will be mandatory after exhausting the list for volunteers; and then the supervisor shall have the discretion to appoint the least senior qualified employees in the following order: substitutes, part time employees and finally full-time employees.

7.06 Clothing Allowance:

(a) **[12-month Employees]** All Maintenance employees will receive a clothing allowance of one-hundred and fifty dollars (\$150.00) per year. Approved work shoes will be reimbursed by the employer up to two-hundred and fifty dollars (\$250.00) per year with a copy of receipt submitted.

(b) Approved work shoes will be reimbursed by the employer up to eighty dollars (\$80.00) per year with a copy of receipt submitted.

7.07:

Custodial and Cafeteria Employees will be paid the current IRS rate per mile for the use of Employees' automobile, provided that payment will be made only for:

(a) Trips during the school year and summer which are authorized, assigned or scheduled; but travel to the scheduled place at the beginning of the work period, or travel after the end of the work period shall not be paid.

Payment for all authorized travel will be made by Employer in September in a lump sum.

7.08 [12-month employees]

Maintenance employees shall be eligible for training opportunities through the Central Westmoreland CTC for certificates for plumbing, HVAC, and electrical. The District shall be responsible for all related tuition. Upon successful completion of each certificate, the employee shall be entitled to an increase in wages of \$.80 per hour for a maximum increase of \$2.40 per hour upon completion of all three certifications. It is the District's expectation that the employee shall remain with the District for at least three (3) years after investing in this educational opportunity. Should the employee leave the District's employ for any reason within one (1) calendar year of obtaining such certificate(s), the employee shall reimburse the District the full cost of the tuition (100%) for obtaining such certificate(s). Should the employee leave the District's employ after one but within two calendar years of obtaining such certificate(s), the employee shall reimburse the District 50% of the cost of the tuition in obtaining such certificate(s). Should the employee leave the District's employ after two years of obtaining such certificate(s), but prior to a full three calendar years, the employee shall reimburse the District 25% of the cost of tuition for obtaining such certificates. The Employee's responsibility shall not exceed \$1,500.00 per certificate.

ARTICLE VIII: WORK SCHEDULE

8.01:

The regular Employee work week shall consist of forty (40) hours, or such lesser time as has been established for a particular job, i.e. a four (4) hour Cafeteria Worker. Wages to such persons shall be in proportion to the hours worked.

8.02:

(a) Replacements will be contacted by building seniority first, then shall revert to District Seniority. No employee may hold seniority at multiple buildings.

Time and a half will be paid to all Employees for hours worked in excess of forty (40) hours per week; a paid sick day or paid personal or vacation day will count in the calculation of the 40 hours.

(b) In the event the District establishes an incentive pay (such as time and half pay for 707 events), where the District is paying a rate equal to time and a half or more, the offering of such hours shall be offered to full-time employees within the building where the overtime exists by seniority and then to all Employees in the District by seniority before offering to part time employees by seniority. Such notification shall be delivered as soon as the Employer becomes aware that an opportunity exists. Such notification will include a deadline, ten (10) minutes, by which the employee must notify the supervisor if they are willing to accept the overtime or extra work.

8.03:

The regular work week shall start on Monday for pay and overtime purposes. The time of the close of a shift shall identify the day worked.

8.04:

Each Employee shall be notified of any outside activities with at least seventy-two (72) hour notice or as soon as circumstances reasonably allow. In the event that there is a cancellation, then the Employer shall notify those in the department with no less than twenty-four (24) hour notice or as soon as circumstances reasonably allow.

8.05:

No Employee shall be required to work two (2) shifts within a period of 24 hours except in case of emergency. In the event of absences, Management will first exhaust 8.13 procedures; if employees in order of seniority refuse to accept the hours of extra work, the last person on the seniority list will be required to work the extra hours unless that employee has another job with conflicting work hours or is attending classes or has an obligation to care for a child, parent or spouse which cannot be covered by another person or has a preexisting medical or dental appointment, in which event the employee shall supply documentation upon return to work. On the next occasion the next to last person in seniority can be required to work the extra hours and continuing thereafter on each occasion back up the chain of seniority.

8.06:

Any Employee who has completed their regular daily or weekly tour of duty and is called back to work at the request of the Employer shall receive a minimum of three (3) hours pay.

8.07:

An Employee's regular daily schedule will not be temporarily changed for prevention of overtime payment.

8.08:

All employees shall receive one (1) ten (10) minute rest period during each four (4) hour shift on a work day and all employees working eight (8) hours or more shall be entitled to one (1) half hour unpaid lunch break, to

be scheduled by the Supervisor, for each eight (8) hour shift. If leaving district property, the employee must record time leaving and time returning.

8.09:

The Employer is required to furnish all working tools necessary to perform Employee's duties.

8.10:

Any Employee who is assigned to work in a higher job classification shall receive the rate of pay for such higher job classification for the hours they so work. If an employee is assigned to work in a lower job classification, they shall nevertheless be paid their rate of pay.

8.11:

The Employer will meet-and-discuss with the Union before any major reorganization of job assignments due to changes in enrollment or school configuration. Seniority will govern bids necessitated by such reorganization.

8.12:

For the custodian and maintenance and cafeteria departments, the call off procedure shall be as follows:

- (a) First shift (morning) call offs must be no later than one (1) hour before the schedule starting time or the day before no later than 9:00 pm.
- (b) Second shift (afternoon) and third shift (evening) must call off by 1:00 pm.

8.13:

Management will call in replacements by department seniority in the following procedure:

- (a) When utilizing bargaining unit employees for coverage of vacant or absent shifts, the District shall offer at least four (4) hours of overtime per each employee's shift needing coverage, not exceeding 3 days. The overtime shall be assigned based upon building seniority then by district seniority. It is understood that the overtime being offered for the absent or vacant shift, is the section to be modified and for any such shift, trash, bathrooms and desktops in all areas as assigned must be addressed. Any other spills, or anything that would be deemed unsafe or unsanitary, shall be addressed in all areas.
- (b) After 3 consecutive days, when coverage of vacant or absent shifts is deemed necessary by bargaining unit employees, the District shall offer eight (8) hours of overtime to the affected building by seniority. If there is not enough interest, the District will offer overtime based on District seniority.
- (c) Maintenance employees shall be eligible for overtime once the overtime being offered is to be awarded based on District seniority. In the event there is a maintenance emergency, and a maintenance employee has been awarded overtime, the District shall skip that employee in seniority rotation for the emergency call-in.

8.14:

Management will start the calls for replacements as soon as they receive a call-off request. Time scheduled off in advance will be filled no later than one (1) day prior to the start of the shift of the position being filled.

8.15:

In the event that the employee is not available for the call of the department supervisor or their designee for either overtime or replacement work, a call will immediately be made to the next name on the seniority list following the procedure in Section 8.14 of this Agreement.

8.16:

The parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, a joint labor-management committee shall be established and conduct meetings as needed to take up matters affecting the good and welfare of the employees and the School District. Meetings will be by mutual agreement of both parties as to date and time the discussions will take place. It is also agreed that in the event the meetings will take place during work hours that members of the Committee will be permitted to attend without loss of pay.

The District agrees to make reasonable provisions for the health and safety of all employees covered in this Agreement. Therefore, issues regarding health and safety can be placed on the agenda for review and discussion.

8.17: [9-month employees]

In the event that cafeteria employee(s) report to work and school is subsequently canceled, the employee(s) will be guaranteed four (4) hours of work, however, if the employee does not complete four (4) hours of work, they will not be paid for hours not worked.

8.18: [9-month employees]

Full-time Cafeteria employee(s) will have the option of working on Act 80 Days, In-Service Days, and Conference Days. These days may be used for inventory, cleaning ovens or the stock room, or other duties when such duties are deemed appropriate by supervisors.

Flexible Instruction Days, seasonal breaks, and unpaid Holidays – Cafeteria Employees will have the option of using sick or personal days if the District calls a Flexible Instruction Day or if schools are closed for a break other than summer break. Days used in this fashion shall not be subject to the restrictions imposed on Sick Leave by sections 12.03 and 12.05 of this Agreement.

8.19: [9-month employees]

The number of full-time Cafeteria positions with benefits will be no fewer than seven (7) for the duration of the agreement.

ARTICLE IX: HOLIDAYS

9.01: [12-month employees]

Employees in the custodial/maintenance department shall receive thirteen (13) holidays:

New Year's Eve

New Years

Labor Day

Good Friday

Veterans Day

July 4

Thanksgiving

Day after Thanksgiving

Memorial Day

Day before Christmas

Christmas Day

School Picnic (x2 per year)

School Picnic is a holiday only if school is not in session. There will be no paid holiday for days school is in session due to snow make up days or make up strike days, but instead employees get personal time off.

Custodial and maintenance workers will get a day off, cafeteria workers will be paid for a day during the summer.

9.02: [9-month employees]

Cafeteria Employees shall receive ten (10) paid holidays:

Good Friday

Labor Day

New Year's Eve

New Year's Day

Memorial Day

Veterans Day

Thanksgiving

Day after Thanksgiving

Day before Christmas

Christmas

There will be no paid holiday for days school is in session due to snow make up days or make up strike days, but instead employees get personal time off during the summer school vacation.

9.03:

The term "holiday" shall include New Year's Day, July 4th observed, Memorial Day observed, Labor Day, Thanksgiving Day and December 25th If an employee is scheduled off and called into work on a paid holiday,

the employee shall receive their paid holiday and shall be paid at the rate of one and one half times the hours worked.

9.04

If the holiday falls on Saturday or Sunday or scheduled day off, the employee will observe the holiday on an alternate day which the employer observes as the holiday.

9.05

An employee on an unpaid leave of absence and/or workmen's compensation leave will not receive credit for the holidays listed.

9.06 [9-month employees]

Part-time cafeteria employees shall receive:

Thanksgiving,

The day after Thanksgiving,

Christmas Day,

Good Friday and

New Year's Day as paid holidays.

9.07 [12-month employees]

Part-time custodial/maintenance employees shall receive:

Thanksgiving,

The day after Thanksgiving,

Christmas Day,

Good Friday,

The School Picnic(s) and,

New Year's Eve as paid holidays.

ARTICLE X: VACATIONS

10.01: [12-month employees]

All full-time, twelve (12) month Custodial and Maintenance Employees shall receive vacation as follows:

One (1) year or less – No vacation days

One (1) through four (4) years – Five (5) working days

Five (5) through ten (10) years – Ten (10) working days

Eleven (11) through fifteen (15) years – Fifteen (15) working days

Sixteen (16) or more years – Twenty (20) working days

Vacation time for employees with less than one (1) year of work shall be computed from that date when the employee actually began work after Board hiring, to the following June 30. At the beginning of the fiscal year in which an employee reaches their anniversary dates above, they will become eligible for their vacation. Vacation will be taken in the fiscal year in which it is earned. For example, employees hired on December 1, 2024 shall be entitled to a year vacation (5 working days) effective July 1, 2025; employees hired on May 1, 2025 shall also be entitled to a year vacation (5 working days) effective July 1, 2025.

10.02: [12-month employees]

All Employees, except Cafeteria Employees shall be credited with the number of hours in their normal work week for each of the above vacations but not in excess of forty (40).

Vacation pay shall be pro-rated on a twelve (12) month basis.

10.03: [12-month employees]

All Employees, except Cafeteria Employees, eligible for vacation time will take their vacation in accordance with a schedule to be announced by their Employer on or before May 1 and in accordance with the following. Request for vacation days or other days off should be given to the employee's immediate supervisor for approval. Requests will be processed in a timely manner and the employee requesting vacation, or days off, will be notified of the approval or denial of the request within two weeks of the request. Denials of vacation requests or days off will have a reason stated for the denial. Requested days off will not be denied for reasons that are arbitrary or capricious.

Seniority will govern conflicting requests for vacation periods. The summer vacation shall extend from the first full week after the end of school up to two weeks prior to the beginning of school.

Southmoreland School District shall make vacations available in all fifty-two weeks of the year. Seniority will govern conflicting requests for vacations. Vacations will be schedule in week increments. Employees will have the opportunity to request one, or two weeks, vacations for the period running January through June starting November 1st of the previous year. Once all employees have the opportunity to request vacation, vacations for that period will become final, unless the employee has a serious personal, health, or family related matter and does not affect another employee's vacation request. Employees will have the opportunity to request one, or two weeks, vacations for the period running July through December starting June 1 of the current year. Once all employees have the opportunity to request vacation, vacations for that period will become final, unless the employee has a serious personal, health, or family related matter and does not affect another employee's vacation request. Vacation can be taken in one-day increments according to seniority. Once selections are complete, and have become final, the vacation book will remain open on a first-come first-serve basis.

Employer may reject the use of vacation time during an emergency situation, also included are:

- (a) The first full week at the end of the academic school year.
- (b) Two (2) weeks before the start of the academic school year.
- (c) During a projected move of classes/offices from one school building to another. The employer will give two (2) week notice prior to the projected move.

- (d) If more than ten percent (10%) of the department would be out at one time on a scheduled vacation during the time students and staff are in the buildings.
- (e) The length of vacation an employee may request during any period of time will be limited to two (2) weeks taken in succession. The number of employees taking vacation at any given time during the summer months will be capped at six (6) employees and will be governed by seniority.
- (f) Also, the District will allow employees to take vacation during Thanksgiving, Christmas, and Easter breaks, when students and staff are not in the buildings, as long as not more than six (6) employees of the Department would be out on a scheduled vacation at one time.
- (g) Any unused vacation days, up to 2 days per fiscal year, can be converted over to sick days with a cap of 20 days total accumulation to be paid at a rate of \$50.00 per day for each qualified retiree. This benefit is to be paid at the time of retirement and is to be placed in a qualified 403b Plan.

10.04: [12-month employees]

Any Employee, except Cafeteria Employees, whose services are terminated after one (1) year of service, shall be entitled to vacation pay pro-rated on the basis of actual full months of service. Employees discharged for cause are not entitled to termination vacation pay,

10.05: [12-month employees]

If a holiday as set forth in Article IX of this Agreement occurs during an Employee's vacation period, except Cafeteria Employees, the Employee shall be granted an additional day of vacation with full pay, or an additional day's pay at the option of the Employee.

10.06: [12-month employees]

Employees on an unpaid leave of absence and/or workmen's compensation leave will earn vacation time on a prorated basis for the months actually on the district payroll.

ARTICLE XI: LEAVE OF ABSENCE

11.01: Unpaid Leave

Any Employee who has been continuously in service with the school district and holds a one (1) year service credit shall be entitled to a leave of absence without pay or fringe benefits. The employee may petition the Superintendent for an unpaid leave of ninety (90) working days, but not to exceed twenty-four (24) months in duration, along with proper proof of a doctor's certificate for the specified health or serious personal reason. The Board's decision shall be final and binding.

- (a) If an extension of the unpaid leave is needed the employee must petition the Superintendent five (5) days before the end of the ninety (90) work day leave.
- (b) Failure to return to full employment and compensation status upon the completion of the leave will be tantamount to termination of employment.

11.02: Maternity Leave

Maternity Leave shall be granted in accordance with the regulations of the Pennsylvania Human Relations Commission and the Equal Employment Opportunities Commission. In the circumstances where a Maternity Leave is not requested, a statement shall be placed on file with the Superintendent in case of pregnancy.

11.03: Bereavement

(a) Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction of salary for said employee for an absence not in excess of five (5) consecutive calendar days, beginning on the calendar day after the day of passing and one of which is the day of interment or cremation. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, daughter-in-law, son-in-law, grandchild, step-parent, step-child, or near relative who resides in the same household, or any person with whom the employee has made his home.

(b) Whenever an employee is absent because of the death of a near relative of the employee or his/her spouse, there shall be no deduction in salary of said employee for an absence not in excess of one (1) calendar day, which shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

(c) When an employee is absent because of the death of a grandparent or grandparent-in-law of an employee there shall be no deduction in salary of said employee for an absence not in excess of three (3) calendar days.

11.04:

Leaves of absence for other than physical disability or death in the family shall be granted only by agreement between the Employer and the Employee.

11.05:

No Employee shall forfeit any accrued rights under this agreement by reason of any permitted leave of absence.

11.06: Jury Duty

Whenever an Employee has served on jury duty, they shall receive on a daily basis the difference between the wage as a juror and that as an Employee if the latter is greater.

11.07 Emergency Leave

An Employee may take one (1) emergency day for a concern which they and the direct supervisor or the Superintendent/designee interpret as serious enough to warrant absence from employment. In all cases of emergency days, the Employee will state his reasons for the absence. All requests for emergency days will be channeled through the direct supervisor or Office of the Superintendent/designee. Each day of unused emergency leave shall be added to the employee's sick leave the following year.

11.08: Personal Leave Day

Three (3) personal leave days per year, noncumulative, are provided for full-time custodial, cafeteria, and maintenance employees to be used at the discretion of the employee. Each day of unused personal leave shall be added to the Employee's sick leave the following year. In addition, three (3) of the ten (10) sick days received by the cafeteria workers may be used as Personal Days and one of the twelve (12) sick days received by the custodial employees each year may be used as a fourth personal day. Part time employees shall receive two (2)

personal leave days per year. Employee must give Supervisor 48 hours advance request. If the request is made less than 48 hours in advance, the supervisor will have discretion to waive the advance 48-hour time for necessitous circumstances.

The following guidelines will prevail:

- (a) The day may be utilized for family or personal emergency purposes without prior approval;
- (b) Utilizing the day for personal purposes will require prior notice to Employer;
- (c) A maximum of ten per cent (10%) of total staff in the District within each job title will be granted a personal day on any one day.

11.09:

The District Policy (#335) date May 29, 1997 regarding Family Medical Leave Act, shall be applicable to all bargaining unit employees.

11.10:

Part-time employees will receive one (1) emergency day per year. Each day of unused emergency leave shall be added to the employee's sick leave the following year to be paid at the rate when the day was used.

ARTICLE XII: SICK LEAVE

12.01:

- (a) **[12-month employees]** Each full-time custodial maintenance employee shall receive twelve (12) days sick leave per year.
- (b) **[9-month employees]** Each full-time food service employee shall receive ten (10) days sick leave per year.
- (c) Employees on unpaid leave of absence and/or workmen's compensation leave will earn sick days on a prorated basis for the months actually on the district payroll.
- (d) Part-time employees will receive two (2) sick days per year. The employee may use one (1) sick day as a personal day.

12.02:

Sick leave days unused at the end of the year will accumulate to the credit of the Employee. All accumulated sick leave may be used in any one year. Accumulation begins as of July 1, 1966.

12.03:

Sick leave may be used only if the Employee or a member of the household or immediate family is ill on days during which he normally is scheduled to work.

12.04:

Pay for sick leave shall be at the rate of pay which the Employee would have received had they worked their regular straight time schedule that day.

12.05:

Employer may require reasonable proof of physical disability sufficient to justify the Employee's absence from work for the period claimed. Any person absent for more than three (3) days or before and after a holiday may be requested to present a physician's statement. The employer may request a Doctor's note for employees who have used up all their sick days.

12.06:

If the Employee is absent on paid sick leave and a holiday occurs, they shall receive the holiday pay and the day shall not be charged against their sick leave credit.

12.07:

In cases of injury entitling an Employee to Workmen's Compensation Insurance payment from Employer's Insurance Carrier, the Employee shall receive his full disability benefit payment, plus such portion of his earned sick leave pay as will total an amount equal to but not to exceed the Employee's regular rate of pay.

12.08:

While on leave for a work-related injury for which Workmen's Compensation payments are granted, the employee is entitled to receive the Health and Welfare benefits as per Article XIV of this agreement for the greater of six months or one (1) month for every year employed in the school district up to a maximum time period of one (1) year.

Should a subsequent work-related injury occur upon returning to work, the employee will receive Health and Welfare benefits as per Article XIV of this agreement for the remaining amount of the time period provided for in paragraph one of 12.08.

Additionally, the employee will receive Health and Welfare benefits of one (1) month for each month back on the job up to the maximum amount provided in paragraph one (1) of 12.08.

12.09:

Each employee of the District who retires or dies while an employee of the District shall be paid a lump sum payment calculated not to exceed a maximum of one hundred sixty (160) days as follows:

- (a) Full-time employees greater than 6 hours \$70.00 per day for each unused sick day to be placed in a qualified 403b Plan.
- (b) Full-time employees greater than 4 up to 6 hours \$50.00 per day for each unused sick day to be placed in a qualified 403b Plan.
- (c) Part-time employees up to 4 hours \$35.00 per day for each unused sick day to be placed in a qualified 403b Plan.
- (d) If the employee dies while an employee of the district, the above payments shall be paid to his or her estate.

ARTICLE XIII: GRIEVANCE PROCEDURE

13.01:

Employer and Union agree that an orderly and expeditious resolution of grievances or disputes arising out of the interpretation of the provisions of this Agreement shall be after informal verbal discussion with the immediate supervisor, a four-step process.

- (a) Person or persons initiating the grievance shall present the grievance, in writing, and on a form provided by the Employer to the first level supervisor within fifteen (15) days from knowledge of the event, to which the first level supervisor shall reply, in writing, within ten (10) days; then
- (b) If the grievance is not then resolved within ten (10) days to the satisfaction of the affected parties, it shall be referred to the Superintendent, who may meet with the grievant and/or Union Representative, the Superintendent or his designee shall give his decision thereon, in writing, within ten (10) days; then
- (c) if the grievance is not resolved within ten (10) days following the Superintendent's response in (b) to the satisfaction of the affected parties, it shall be referred to the Board of Education at either its next regular meeting or special meeting, at which time it may be acted upon, whichever shall first occur, provided that referral to the Board of Education shall have occurred at least five (5) days prior to the meeting at which it can be acted upon and in no case exceeds thirty(30) days from the Union's appeal of the Superintendent's decision in (b); then
- (d) If the grievance is not then resolved to the satisfaction of the affected parties, it shall be referred to binding arbitration as provided in Section 903 of Act 195. The Employer agrees that the time strictures for filing a grievance for arbitration shall not be enforced until an employee's appeal rights have been exhausted. (e) The parties, if it is mutually agreed, can submit any dispute to binding mediation through the Pennsylvania Department of Labor and Industry.

13.02:

Any aggrieved person still may be present at all stages of the grievance procedures and may represent themselves, or at their option, may be represented by the Union. When an Employee is not represented by the union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure. At no time during the grievance procedure shall management enter into an agreement directly with any employee without approval of the Union. Such approval shall consist of a signed grievance and/or memorandum.

13.03:

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

13.04:

Time limits as defined herein may be extended by written mutual agreement of the parties.

ARTICLE XIV: HEALTH AND WELFARE**14.01 Fringe Benefits:**

(a) Hospitalization Employer will provide a PPO Plan as offered by the Westmoreland Intermediate Unit Rate Stabilization Consortium for Health Insurance to employees who are declared eligible therefore as otherwise set forth in this Agreement. The coverages and deductions are set forth on the Addendum entitled "Summary of PPO Blue Benefits, Option G" attached hereto and incorporated by reference or such other plan of general applicability for other employees of the District.

All employees receiving full benefits hired on or before July 1, 1988 or otherwise defined in this Agreement in 14.05 below will contribute to the cost of the PPO Health Care Package as follows:

For school fiscal years July 1, 2025 through June 30, 2028 ten percent (10%) of premium and not capped. In the event that the Southmoreland Education Association negotiates a capped premium contribution, the same cap will apply to members of the SEIU who are contributing toward health care premiums.

(b) Life Insurance Group Term Life Insurance Policy shall be provided for the term of this agreement by the employer for all employees in the amount of \$30,000.00 for each year of this agreement (subject to Insurance Underwriter's approval).

(c) Dental Coverage: The Board shall provide at no cost to the employee dental care coverage in accordance with the terms of the plan chosen by the Board each fiscal year for all full-time individual employees and family as appropriate. Dental insurance shall be equivalent to coverage provided during the 2024-2025 fiscal year.

(d) Vision Care Coverage: The Board shall provide at no cost to the employee full vision care coverage in accordance with the terms of the plan chosen by the Board each fiscal year for all full-time individual employees and family as appropriate. Vision insurance shall be equivalent to coverage provided during the 2024-2025 fiscal year.

(e) Carrier The employer reserves the right to change insurance carriers for coverages (G) through (F) in this paragraph, provided the benefits are equal to or better than existing coverages; however, the Union will be given a thirty (30) day period to examine the benefits and make comments, but shall not have veto rights

(f) Except as lower premium co-pays are specifically provided in 14.01 and 14.04 and 14.05 all other eligible employees (hired after July 1, 1988) will pay twelve and one-half percent (12.5%) of the premium for insurances for: hospitalization through the PPO Blue Benefits, dental coverage and vision care.

14.02: Retirement

Employees shall be eligible for retirement as provided under the Public School Employees' Retirement System of Pennsylvania with Employer and Employee paying such amount as the retirement system directs.

14.03:

Employees hired after July 1, 1988, who under the terms of this Agreement are to receive fringe benefits listed above in Article XIV-Health and Welfare, will contribute twelve and one-half percent (12.5%) of the cost of those benefits. Contributions will be handled through monthly payroll deductions. Part-time employees hired before July 1, 1988 will receive full fringes when hired full-time.

14.04:

One (1) custodial employee hired after July 1, 1988 and receiving benefits by paying twelve and one-half percent (12.5%) of the cost before mutual execution of this agreement will receive life insurance as per 14.01(b); and fringe benefits paid by the employer consisting of medical, dental and vision coverages during the length of this agreement as follows:

Brenda Husband - family coverage Additional fringe benefit coverage for dependents of the employees listed above will be at the expense of the employee.

14.05:

The combined custodial/maintenance employees seniority list and the cafeteria (food service) employees seniority list are attached hereto and incorporated by reference. The employer for the duration of this Agreement agrees to offer to the current most senior 10 employees in the custodial/maintenance group paid health care positions only for full time employees subject to the employee's contributions in 14.01(a) for the custodial/maintenance departments (cumulative, not for each department) and the employer agrees to offer to the current most senior 5 employees in the cafeteria department paid health care positions only for full time employees subject to the employee's contribution in 14.01(a) for the cafeteria department. When an eligible employee who is receiving benefits in either of these groups quits or retires, the benefit position will be reduced until phased out. Any employee participating in the district buying out his/her paid hospitalization benefits or their replacements on the full benefit seniority list or any current or future employee contributing twelve and one-half percent (12.5%) to their hospitalization benefits will continue to have that option offered to them annually for the remainder of the term of this contract, but not thereafter. The amount of the buyout is \$2000 for the full benefits buyout prorate for the amount of the fiscal year remaining and \$1000 for the twelve and one-half percent (12.5%) buyout. In order to be eligible for the buyout, the eligible employee must have paid for the appropriate co-premium for at least one (1) year before being eligible for a buyout. Any eligible employee who participates in the employer buying out his or her hospitalization benefits will continue to maintain their position on the seniority list and remain eligible to receive hospitalization benefits in a future year if their participation in the buyout ends.

14.06: Early Retirement Incentive

The parties agree that each year of this Agreement they shall engage in discussions regarding whether the Board shall offer an Early Retirement Incentive to the Association's Employees. Bargaining Unit employees shall be eligible for any Early Retirement Incentive approved by the Board along the same relative terms as the Association Employees or upon discussion with the Union.

ARTICLE XV: STRIKES AND LOCKOUTS

15.01:

There shall be, during the term of this agreement:

- (a) No strike or reduction of work by Employees; or
- (b) No lockout by Employer

ARTICLE XVI: EMPLOYEE DISCIPLINE

16.01:

The Employer shall only discipline for just cause.

16.02:

(a) The Employer shall use the concepts of progressive discipline in a fair and appropriate manner. The parties recognize that there are some offenses that are so severe that progressive discipline may not be followed. They are set out below. The employee's conduct which violates any of the following shall not be subject to progressive discipline, but if just cause is present then Employer may terminate the Employee or impose lesser discipline if the employee committed the conduct.

For the purpose of progressive discipline which is not within subclauses (2)(3) and (4) below, a discipline incident shall be removed from Employee's file and not be considered for progression in subsection (b) on its first-year anniversary date if there has been no further discipline within that year, but if there is, the incident will remain in the Employee's file for a period of two (2) years for each subsequent occurrence. The employer shall issue discipline within 15 days from knowledge of the event giving rise to the discipline.

- 1) Any conduct which would be a violation of those crimes listed in 24 PS 1-111 (Section 111 of the Public School Code).
- 2) Theft of property of the employer, other employee, or students at work; job abandonment; or insubordination.
- 3) Sexual Harassment which is either an assault or battery or repetitive or severe.
- 4) Possession, use, transfer of or being under the influence of alcohol or a controlled substance while at work where discipline for termination or otherwise is provided by the Employer's policies of general applicability as to all the employer's employee's in Board Policy 551 in lieu of subsection (b) below.
- 5) Nothing herein shall prevent the Employer from pursuing a termination for a cause provided for by statute and for which the arbitrator or adjudicator finds is so repetitive or severe as to justify termination without progressive discipline.

(b) All other misconduct not included under subsection (a) above shall be subject to progressive discipline as follows:

- 1) Written warning for first offense;
- 2) One (1) day suspension without pay for second offense;
- 3) Five (5) day suspension without pay for third offense;
- 4) Termination of employment.

16.03:

The Employer shall issue discipline no more than fifteen (15) days from knowledge of the event.

16.04:

The Employee shall have the right, upon request upon two (2) business days in advance to review the contents of their personnel file and to receive copies of any documents contained therein at the standard costs for copying documents under the Right to Know Policy. An Employee who is a member of this bargaining unit shall be entitled to have a representative of the Union accompany them during such review. Any Employee shall also be entitled to conduct such review without the assistance of a Union Representative should the individual employee so elect. The Employer shall maintain the right to have a representative present for security of the file.

ARTICLE XVII: UNION RIGHTS

17.01:

- (a) The Union shall have access to use meeting space at the buildings or sites where bargaining unit employees are employed for the purposes of meeting with the membership provided the Union put a request in no less than 24 hours of its intent to hold such meetings. Such requests shall not be unreasonably denied.
- (b) The Union may designate a union Steward For each location where employees represented by the Union work. The Employer agrees to recognize the Union Stewards who are designated by the Union as the voice of the Union at the worksite. The steward shall be permitted to reasonably investigate or adjust grievances on work time.
- (c) Designated Union Chapter Officer and/or Stewards will be permitted time during any given workday to attend grievance meeting,
- (d) Union Stewards shall be granted two (2) days off for Union business in a calendar year for the purpose of attending Union training, workshops and other Union activities. This will be limited; three (3) Stewards per calendar year, providing the efficiency of the operation are not affected. The Union shall send a letter requesting leave to the District at least five (5) days in advance. The Union will reimburse the District for the use of substitute employees after receiving billing from the District.
- (e) A bulletin board shall be furnished by the Employer exclusively for Union literature

ARTICLE XVIII: JOB SPECIFICATIONS

18.01: It is agreed that the job specifications attached as Schedule A shall be considered part of this agreement. These job specifications may be amended from time to time at the discretion of the Employer. No change will be made without consultation between Union and the Employer.

ARTICLE XIX: TERMS OF THE AGREEMENT

19.01:

This working agreement shall be in full force and effect from July 1 2025 through and including June 30, 2028 and shall thereafter be automatically renewed and extended from year to year unless either the Employer or the Union shall give notice in writing to the other party hereto of its intention to terminate, alter, amend, or revise this contract, such notice specifically setting out the Article or Articles and Section or Sections hereof that are to be negotiated, it being understood and agreed by and between the parties hereto that an Articles or Sections that are not specifically in such notice shall remain in full force and effect, and shall be automatically extended and

renewed provided, however, that the notice herein before shall be given not less than one hundred fifty (150) days prior to the expiration date of any such annual extension and renewal, and provided further that the parties shall meet and the negotiations shall begin within ten (10) days after receipt of such notice.

19.02:

Notice in writing shall be given not later than one hundred fifty (150) days prior to the termination of the school year for any wage negotiations.

IN WITNESS WHEREOF, the Parties have duly executed this agreement this day of _____, 2025

ATTEST

SOUTHMORELAND SCHOOL DISTRICT

By:

Secretary of the Board: _____

Date: _____

President of the Board: _____

Date: _____

ATTEST:

SEIU 32BJ

Field Representative:  _____
Micheal Feld

Date: 9/19/25

WPA District Lead:  _____
Peter Schmidt

Date: 9/17/2025

