

AGREEMENT BETWEEN CONNELLSVILLE AREA SCHOOL DISTRICT

AND

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION 491

July 1, 2023 through June 30, 2028



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AGREEMENT

CONNELLSVILLE AREA SCHOOL DISTRICT

July 1, 2023 through June 30, 2028

This working Agreement made by and entered into between the Board of CONNELLSVILLE AREA SCHOOL DISTRICT, Fayette County, Pennsylvania, party of the first part, hereinafter referred to as the "Employer"; and CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION 491, Uniontown, Pennsylvania, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the "Union".

WHEREAS, it is the desire of the parties hereto to provide fair and equitable hours, wages and working conditions, to prevent work stoppages and lockouts and to facilitate a peaceful adjustment of grievances and disputes between the Employer and employees and to establish, preserve and promote harmonious and mutual beneficial relations.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I - RECOGNITION

Section 1

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all non-managerial cafeteria employees who are now members or who may become members of said Union.

ARTICLE II - UNION SECURITY

Section 1

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in good standing in the Union for the duration of this Agreement as defined in Paragraph 18, Section 301, Act 195. Failure of any person to maintain his membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

The parties recognize that under Act 84 of 1988, bargaining unit employees are not required to become members of the Union, and that Teamsters Local 491 is required to provide representation on the same

basis as it does to Union members covered by this Agreement.

Section 2

In the event that the Public Employee Relations Act is amended during the term of this Agreement so as to permit or allow for the negotiations of a Union Shop Clause, Agency Shop, or other form of union security provision which is broader than what the law now permits, then in such event, this Agreement shall be immediately and automatically amended to provide for the maximum type of union security provision which the law, as amended, shall allow.

Section 3

The Employer agrees to deduct from wages and pay to the Secretary-Treasurer of the Union, not later than the fifteenth (15th) day of each month, all union dues, initiation fees, or uniform assessments collected from the preceding month, provided that written authorization by the affected employee has been delivered to the Employer.

Section 4

Employees who are or who may become members of the Union may resign from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

Section 5

The Employer will not enter into any agreement or contract with any employee which in any way conflicts with this Agreement.

Section 6

There shall be no discrimination of any kind against any employee by any person in the employ of the Employer.

Section 7

No employee shall be discriminated against for reporting any violation of this Agreement.

Section 8

Employees covered by this Agreement, when changing jobs, shall notify the Union immediately.

ARTICLE III- RIGHTS OF THE EMPLOYER

Section 1

The Union recognizes that the management of the property and the buildings of the Connellsville Area

School District and the total direction, management, assignment, and scheduling of the working forces is vested in the Employer, according to Article V of this Agreement.

Section 2

It is accepted by both parties of the Agreement that the Employer shall not be required to bargain over matters of inherent managerial policy, including, but not being limited to, such areas of discretion or policy as functions and programs of the Employer, standards of services, the Employer's overall budget, utilization of technology, the organizational structure and the selection of personnel.

Section 3

The Union agrees that at all times, as far as it is in its power, to promote the interests of the Employer and during the term of this Agreement, will not engage in any sympathy strikes within the School District.

Section 4

The Union agrees to make every effort to see that its members who are in the Employer's employ obey all reasonable rules and regulations laid down by the Employer.

ARTICLE IV - JOB STEWARDS

Section 1

The Employer recognizes the right of the Union to, during the term of this Agreement, designate one job steward and as many alternates as there are school buildings with operating cafeterias at any given time by the Employer, as employee representatives.

Section 2

The authority of the job steward and alternates so designated shall not exceed the following duties and activities:

- (a) Investigation and presentation of grievances in accordance with the provisions of this Agreement.
- (b) The collection of dues when authorized by appropriate Local Union Action.
- (c) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information
 - (1) have been reduced to writing, or
 - (2) are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's operation.

Section 3

The steward and alternates have no authority to take strike action or any other action interrupting the

Employer's operation, except as authorized by official action of the Union.

Section 4

The Employer recognizes these limitations upon the authority of the job steward and alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward or alternate have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

ARTICLE V - SENIORITY

Section 1

Seniority of the employees within the total cafeterias shall govern the reduction of the work forces in the School District. Staff promotions in the workforce will be determined by the individual employee's seniority, if qualified, and by the determination of the Employer, subject to the provisions of Article V, Section 13 herein.

Section 2 - JOB BIDDING

In the event there are any job vacancies, such jobs shall be posted on a bulletin board in locations accessible to all employees for a period of five (5) consecutive working days; this section applies to all employees on the seniority list. Employees on layoff will be notified of the job vacancies by the Union steward. The bid sheet posted must indicate the classification, job description, hours of work and location of job vacancies. Although the Union recognizes that the employee with the greatest seniority bidding for such job may not be capable of performing such job, the Employer agrees that it will give the employee with the greatest seniority bidding for such job first consideration for same.

Section 3

It is understood that seniority is based on length of continuous service with the Employer.

Section 4

It is understood that seniority shall exist throughout the District for operation of the School lunch program. Banquets and extra curricular activities shall employ personnel from the cafeteria involved. Employees employed at the cafeteria that the banquet is held will be given preference according to their seniority within their unit. If outside cafeteria employees are brought in, they will be considered temporary and their seniority will be recognized after the preferred employees in the original unit.

Section 5

The list of employees rated according to seniority is attached hereto and made a part of this Agreement and marked Exhibit A. The Employer will supply the Union office and the job steward each month with a list of all additions to or deductions from the seniority list.

Section 6

Persons hired by the Board for permanent employment shall obtain seniority after thirty (30) working days of probationary employment. In case of layoffs, the Employer will lay off such beginners before putting into effect the seniority policy stated above. Permanent status begins for the employee with the thirty-first (31st) working day after employment with the regular work schedule. Seniority is then noted from the date of hiring. Newly hired employee is not permitted to bid on other positions until after the thirty (30) day probationary period.

Section 7

The decision to retain or drop a beginning employee at the end of thirty (30) working days' probationary period rests with the Employer.

Section 8

An employee's seniority shall end if (1) the employee quits, (2) the employee is dismissed, (3) the employee is absent without leave, (4) if the employee fails to return to work from a layoff after proper notification by the Employer. Notification is defined as follows: Employees in order of seniority will be contacted and notified of a vacancy and given the privilege to accept or reject the position. If this position remains vacant, the Employer assigns an employee by inverse order of seniority to the position, providing the employee previously worked the scheduled number of hours per day. If the employee so assigned refuses, it will be considered a voluntary termination of their employment.

Section 9

When it becomes necessary to layoff employees, the Employer will notify the job steward of the names of the employees to be laid off at least forty-eight (48) hours in advance of notification to the employees. The steward shall use this information only for the purpose of checking the seniority list and of consulting with management when there appears to be reason to disagree with the selection of employees to be laid off

Section 10

An employee shall be continued on the Employer's seniority list without pay for a period of twelve (12) months only from the date of his/her leaving work because of illness. In the event that any employee is laid off, his/her seniority shall continue for twenty-four (24) months and he/she shall be rehired on the basis of that seniority when any position in his/her job classification becomes available within said twenty-four (24) month period. If for any reason he/she cannot or does not return at the end of either period, he/she shall begin any future employment with the District as a beginner.

Section 11

Any employee elected or appointed as an official of the Union, or delegate to any labor activity, necessitating a leave of absence, shall be granted such a leave without pay and shall be guaranteed re-employment at the end of such specified leave with the same seniority as though he had been continuously employed.

Section 12

The Employer reserves the right to fill any of the above-stated temporary vacancies caused by such leave with a substitute employee, provided all employees in the department are working. If such temporary employee is subsequently hired by the Board of School Directors, her seniority shall be retroactive to the thirty-first (31st) working day as a substitute in the same cafeteria, or the date of hiring, whichever occurs first.

Section 13

Any employee bidding on a position involving any lateral movement or promotion to a higher rated position shall be given a fair trial and necessary training, as deemed appropriate by management, after reviewing and discussing past work experience with the employee. The trial period and training shall be for fifteen (15) working days. However, if an employee becomes sick or injured on or off the job during the employee's trial period and training, the employee shall be granted an additional fifteen (15) working days to complete the trial period and training. A waiver reducing the fifteen (15) day trial period rule or the fifteen (15) day extension rule must be mutually agreed upon. If such position involves a higher rate of compensation said employee will receive appropriate compensation. If at the end of the trial period it may be decided by the Employer that such employee is not qualified or adapted to the new position or if the employee desires, he shall be returned to his old position at the same rate of pay which he was formerly paid in the old position. The job steward shall receive notice in writing on all promotions or demotions within twenty-four (24) hours after such action takes place.

Section 14

Employees selected for military service shall be entitled to reemployment upon their return immediately following active duty in such service. Seniority for the employee shall continue to accrue during the period of such active service.

Section 15

When an employee applies for reinstatement on the seniority list following any temporary layoff: it is assumed that he is able to return to his normal schedule of duties.

Section 16

The seniority list will be posted in each cafeteria.

Section 17 - BUMPING PROCEDURE

In the event there is a layoff of personnel or a reduction of hours for any given employee which may cause the elimination of a position or job classification held by personnel that are not laid off, that person so affected may at that time have the option of a one-time bump. This bump may be used for a position of a less senior employee, provided the employee is qualified for the job and they accept the wages for that job. When moving to a higher classification, qualifications will be determined by the employer. The person affected by this bump has the option at that time for a one-time bump into a position of a less senior employee, provided the employee is qualified for the position and accepts the wages for that job. Each subsequent employee so affected may continue the bumping procedure outlined above until there is a no less senior employee or the job they accept is unoccupied. The Connellsville Area School District and the

Union agree the bumping procedure can best be accomplished at one meeting which will include the total staff of cafeteria employees. The Employer will notify the Union of the intention to reduce staff fifteen (15) calendar days prior to the effective date. When bumping date has been determined, the Employer then assumes the responsibility for notifying non-union employees of scheduled meeting. Bumping will be completed at this meeting with the Director of Food Service and a Union official present.

Section 18

All cafeteria employees who request training on the School District's cafeteria computers shall be provided with adequate paid training as deemed appropriate by management, after reviewing and discussing past experience with the employee.

The District will maintain at least the following number of trained team leaders at the following schools:

Elementary Schools (each):	Two (2)
Middle School:	Three (3)
High School:	Three (3)
CTC:	One (1)

All qualifications or selection criteria for persons selected as team leaders or to receive team leader training would be at the District's sole discretion.

Section 19

When scheduling shifts within each cafeteria of the School District, seniority shall prevail at all times.

ARTICLE VI - PICKETING

Section 1

Employees, other than those engaged in a non-prohibited strike, who refuse to cross a picket line shall be deemed to be engaged in a prohibited strike and shall be subject to the terms and conditions of Article X, Act 195, "Public Employees Relations Act" (Act of July 23, 1970).

ARTICLE VII- GRIEVANCE PROCEDURE

Section 1

A grievance is defined as any controversy, complaint, misunderstanding or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement.

Section 2

It is mutually agreed that any such grievance arising between the Employer and the Union or any employee

shall be settled in the following manner:

- Step 1: The aggrieved employee or employees shall first take the matter up with the job steward who in turn will take the grievance up with the Cafeteria Team Leader within one (1) working day. Employees shall have the steward present on any grievance. If a satisfactory settlement is not affected with the Cafeteria Team Leader within three (3) working days, the employee shall submit such grievance in writing to the Union's Business Representative.
- Step 2: If no satisfactory adjustment is agreed upon in Step 1, the matter shall be referred by the Business Representative to the Superintendent of Schools and the Director of Foods, or their designated representative, who shall review the alleged grievance and offer a decision within five (5) working days after receipt of same.
- Step 3: In the event the Employer and the Union fail to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Board of School Directors. The Board of School Directors shall reply to the grievance within ten (10) days after presentation of the grievance.
- Step 4: In the event no agreement is reached at Step 3, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within five (5) working days after the decision in Step 3. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within five (5) working days after the notice of appeal to arbitration.

If the parties are unable to mutually agree upon an impartial arbitrator within five (5) working days, then the Employer and the Union shall request the Pennsylvania Bureau of Mediation to submit a panel of seven names of suggested arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains. The Employer and the Union shall alternate in striking the first name from such lists during the term of this Agreement.

The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify the terms of this Agreement.

The expense of the impartial arbitrator selected, the hearing room, and of the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union. The fees paid to the arbitrator shall be based on the schedule established by the Pennsylvania Bureau of Mediation.

ARTICLE VIII - DISCHARGE OR SUSPENSION

Section 1

The Employer shall not discharge or suspend any employee without just cause. In all cases involving discharge or suspension of an employee, the Employer must immediately so notify the employee in

writing, stating the reason therefore. Such written notice shall also be given to the job steward, and a copy mailed to the Local Union office within one (1) working day from the time of such discharge or suspension.

Section 2

Except for serious offenses, discipline shall be corrective in nature in progression from verbal to written warnings to suspension and to discharge if actions are continually uncorrected. No warning notice shall remain in effect for a period of more than nine (9) months for safety and security related issues and six (6) months for all other issues from the date of the notice upon which the complaint and warning notice are based.

It is understood that Sections 1 and 2 of this Article shall not be applicable if the reason for discharge of any employee is either drunkenness or dishonesty.

Section 3

Any employee discharged shall be paid in full for all wages owed him by the Employer, if any, during the next pay period following such discharge.

Section 4

A discharged or suspended employee must notify his Local Union in writing, within two (2) working days after his own notification, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) working days from the date of discharge or suspension.

Section 5

Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate for lost work opportunity.

ARTICLE IX - LEAVE OF ABSENCE

Section 1

Employees who qualify for leave under these provisions, who have been employed by the District for one (1) year or more, shall be granted a leave of absence. Those employees who are qualified for the leave under these provisions and are employed with the District for less than one (1) year may be granted the leave of absence at the discretion of the Board of Directors. Employees who have paid leave available shall be required to exhaust all paid leave prior to being granted an unpaid leave of absence.

Section 2

Any employee elected or appointed as an official of the Union or delegate to any labor activity necessitating a leave of absence shall be granted a leave of absence without pay and be guaranteed re-employment at the end of such period with the same seniority as though he had been continuously employed, provided the Union supplies the Employer with proper written notice of not less than forty-eight (48) hours specifying the length of such leave, but not to exceed one (1) year in any case.

Section 3

In the event of circumstances such as childbearing/childrearing, adoption or foster placement of a child, the Employee may take a leave of absence of six (6) months. Such leave may be extended a maximum of one (1) year or shortened by mutual agreement between the parties.

Section 4

The parties hereto agree that the Employer will comply with the Selective Service and Training Act and Amendments thereto.

Section 5

An employee desiring a leave of absence for a bona fide illness shall secure written approval from the Employer and the Employer shall notify the Union when granted. An employee desiring a leave of absence for any other reason shall secure written approval from both the Employer and the Union. Such leave shall not exceed ninety (90) calendar days and may be renewed for a like period, a maximum of one (1) year. An employee shall not accept employment elsewhere while on leave of absence unless mutually agreed upon by the Employer and the Union. Failure to comply with this provision shall result in complete loss of seniority rights of the employee.

Section 6

Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed to the employee in the Family and Medical Leave Act.

ARTICLE X - JURY DUTY

Section 1

As serving on a jury is one of the duties and responsibilities of every citizen, any cafeteria employee called to serve in this capacity shall be excused from his/her food service duties for the length of time needed to serve in this capacity.

Employee shall be paid their hourly rate on days they are required to serve on jury duty. Upon receipt of payment for service as a juror, employee shall provide proof of the amount received as a juror (less mileage), and submit amount received to the district Business Office. Any employee who volunteers for or actively seeks participation in jury duty will be limited to the above salary difference for a period of two (2) weeks in any contract year.

ARTICLE XI- NON-DISCRIMINATION CLAUSE

Section 1

The Employer and the Union agree not to discriminate against any individual with respect to hiring,

compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, not will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

Section 2

The Employer and the Union agree that there will be no discrimination by the Employer because of his membership in the Union or of any employee's lawful activity and/or support of the Union within the terms of this Agreement.

Section 3

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

ARTICLE XII - CLASSIFICATIONS, WAGES AND WORKING CONDITIONS

Section 1

Classifications, wages and hour of work guaranteed per shift shall be as follows:

CLASSIFICATIONS	HOURS PER DAY	EFFECTIVE 7/1/2023	EFFECTIVE 7/1/2024	EFFECTIVE 7/1/2025	EFFECTIVE 7/1/2026	EFFECTIVE 7/1/2027
Head Cook	7	\$22.47	\$23.12	\$23.77	\$24.42	\$25.07
Head Baker	7	\$22.47	\$23.12	\$23.77	\$24.42	\$25.07
Team Leader	7	\$23.22	\$23.87	\$24.52	\$25.17	\$25.82
Cafeteria Worker	7	\$22.22	\$22.87	\$23.52	\$24.17	\$24.82
Cafeteria Worker	6	\$22.22	\$22.87	\$23.52	\$24.17	\$24.82
Cafeteria Worker	5	\$22.22	\$22.87	\$23.52	\$24.17	\$24.82
Cafeteria Worker	4	\$22.22	\$22.87	\$23.52	\$24.17	\$24.82

Effective the 2023-2024 school year, newly hired employees will receive \$4.00 less as determined by seniority date for the first year of employment, \$3.00 less as determined by seniority date for the second year of employment, \$2.00 less as determined by seniority date for the third year of employment, and \$1.00 less as determined by seniority date for the fourth year of employment as noted on the following schedule:

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Starting Salary	\$18.22	\$18.87	\$19.52	\$20.17	\$20.82
Second year employee salary	\$19.22	\$19.87	\$20.52	\$21.17	\$21.82

Third year employee salary	\$20.22	\$20.87	\$21.52	\$22.17	\$22.82
Fourth year employee salary	\$21.22	\$21.87	\$22.52	\$23.17	\$23.82
Fifth year and above- FULL SALARY	\$22.22	\$22.87	\$23.52	\$24.17	\$24.82

Employees hired prior to July 1, 2017 will not be affected by the “new employee” reduced salary schedule above. These employees will continue the step progression of \$1.00 per hour on their hire date until they reach the current salary schedule.

Section 2

Banquet work shall be paid as follows:

	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
CLASSIFICATIONS	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
ALL	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25

Employees requesting banquet work may not exceed 40 hours per working week in any job capacity. School District will use a weekly schedule for banquet work to help facilitate filling request and mitigate the chances of overtime.

Section 3

All part-time employees are entitled to all of the provisions and benefits specifically stated within this Agreement.

Section 4

The School Board will pay for all physical examinations which are required for continued employment at the medical provider designated by the school district.

Section 5

All employees will be paid for all time worked.

Section 6

When an employee with lesser hours per day replaces an employee with greater hours per day, he/she will be guaranteed the greater hours, and the employees with lesser hours in that cafeteria will be given the first opportunity for such work according to seniority.

Section 7

All employees shall be paid at the rate of time and one-half (1) their hourly rate for all hours worked over forty (40) hours per calendar week.

Section 8

If a substitute employee works consecutively for thirty (30) days in one particular school as supplemental help, a new job position will be created. The employer will not terminate an employee for the purpose of circumventing this Agreement. This section does not apply to emergency situations or personnel training.

Section 9

Each full-time seven (7) and six (6) hour employee shall receive a one-half (1/2) hour paid lunch period. Part-time five (5) and four (4) hour employees will receive fifteen (15) minutes.

Section 10

This section and clause is for emergencies only and not for a daily or weekly reduction in the work force. Any employee who does not receive one (1) hour notice prior to their starting time not to report for work will be guaranteed the opportunity of two (2) hours paid work or they may leave immediately and receive one (1) hour paid time. If they do not report to work they will receive no pay.

Section 11

Substitute employees will not be called to work to do unit work unless all regular employees are working a full schedule.

Section 12

In the event of an absence of one (1) week or more, senior employees will be given preference over substitutes in filling the position.

Section 13

A list of job duties for each classification named in this Agreement shall be submitted by the Employer and approved by the Union and made a part of this Agreement.

Section 14

Any employee required to perform duties of a higher classification on any given day shall be paid at the rate of pay of the higher classification for that day. However, if an employee is assigned to work in a lower classification, he shall nevertheless be paid his/her regular rate of pay.

Section 15

No overtime beyond the normal hours of work scheduled for each classification shall be worked by any employee without prior approval of the Employer or a representative designated by him/her.

Section 16

Employees shall not normally be required to do work of employees in another classification, provided however, that in situations of emergency, such employee will voluntarily and temporarily waive the intent

of this section in order to assume the safety and well-being of all persons within his building.

Section 17

Cafeteria team leaders may not perform any duties of cook, baker or cafeteria worker with the intent of reducing the number of employees or decreasing labor hours already established as on the employee list marked Exhibit A and made part of the Agreement (Article V, Section 5).

Section 18

Employer agrees to provide proper gloves and masks for employees when working with chemicals injurious to their health and well-being.

Section 19

The employees will not be required to police or patrol the cafeterias.

Section 20

All labor hours shall be predicated on a monthly building cafeteria average of fourteen (14) meals per labor hour. The monthly profit and loss reports shall be made available upon request by the union steward.

Section 21

State-mandated training scheduled by the employer shall be paid at employee's regular hourly base rate. The District shall schedule a time during which employees may complete such state-mandated training at the employee's regular hourly base rate.

ARTICLE XIII- DEATH OF A RELATIVE

Section 1

A five (5) work days leave of absence for a death in the immediate family of employees, and a one (1) day leave of absence for a death of a near relative of employee or spouse shall be granted each employee with a paid portion being school days. The five (5) or one (1) working days must be taken within eight (8) calendar days of the death of the family member.

1. Members of the immediate family shall be defined as parent, step parents, brother/sister, step brother/sister, son/daughter, step son/daughter, spouse parent-in-law, or any near relative who legally resides in the same household with the employee or any person with whom the employee has made his/her home.
2. Near relative shall be defined as first cousin, grandparent, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

ARTICLE XIV - SICK LEAVE

Section 1

Each employee will be allowed designated amounts of sick leave in each school year, with unlimited accumulation, the maximum which can be taken during any one (1) school year.

7-hour employees:	70 hours	6-hour employees:	60 hours
5-hour employees:	50 hours	4-hour employees:	40 hours

All sick leave shall be prorated during the first and last years of employment.

Section 2

Sick leave days shall be applicable to only those days during which the employee is normally scheduled to work. Pay for sick leave shall be at the rate of pay which employee would have received had he/she worked his/her guaranteed straight time scheduled that day.

Section 3

The Employer may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed. A doctor's certification will be required for absences of four (4) or more days. Sick leave may not be taken or structured with other leaves, including, without limitation, personal leave, to avoid any requirement to provide reasonable proof of physical disability and/or a doctor's certification ("piggybacking").

Section 4

In the event any employee utilizes all of his/her personal and/or sick leave he/she shall be allocated an additional ten (10) days without pay before requiring Board approval for unpaid days.

ARTICLE XV - PERSONAL DAYS AND HOLIDAYS

Section 1

Each employee shall be entitled to three (3) days of personal leave year which will accumulate, if unused, to a total of five (5) days of personal leave in any one (1) year. Any accumulation beyond five (5) personal days shall be converted to sick leave at the beginning of the work year. All personal leave shall be pro-rated during the first and last years of employment.

Employees will be permitted to use personal leave at any time during the school term. However, employees will not be permitted to use personal leave during the last ten (10) days of the school term, or the day before or the day after a regularly scheduled holiday or school picnic during the school term, unless given approval by the Cafeteria Manager and Director of Food Service.

The maximum personnel to be release on any given day will not exceed ten percent (10%) of the work force. A personal day will be granted if an emergency, with proper notification.

Section 2

The following holidays shall be paid to all regular employees according to their normal daily pay and schedule:

Labor Day	Christmas Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	New Years Day
Christmas Eve	

ARTICLE XVI - HEALTH AND WELFARE

Section 1

Blue Cross Blue Shield Select Blue Point of Service health insurance, all as offered by the District, shall be made available on a full dependent coverage or individual basis to all employees and financed by the employee (deducted from wages). All employees who select this coverage shall be given the opportunity to participate in any changes in these benefits that may be made available to the professional employees of the District from time to time during the term of this Agreement.

Section 2

The District shall provide individual vision insurance coverage in and through the Davis Vision "Fashion Vision" Plan as approved by the Allegheny County Schools Health Insurance Consortium (ACSHIC). Any changes which the Trustees of the Consortium make to the benefit design or provider of this plan shall become part of the coverage under this section. When two (2) employees of the District are married to each other or may otherwise be covered under each other's dental insurance, coverage shall be provided through the most senior employee with the District only, unless it is to the benefit of the Employer to do otherwise. The employee shall be required to pay six percent (6%) of the premium cost of vision insurance coverage. The employee shall contribute to the premium payment through the IRS Section 125 plan used by the District. Employees who elect to take advantage of this vision insurance must do so in writing by the District's deadline prior to the next plan year, which plan years begin on July 1. If an employee wishes to purchase additional family vision insurance coverage, the employee may do so at the employee's sole expense through payroll deduction.

Section 3

The District shall provide individual dental insurance coverage in and through the Concordia Flex Plan with Basic Services (A. oral surgery, single crowns, inlay and onlay restoration, B. prosthetics, C. periodontics, and D. orthodontics) as approved by the Allegheny County Schools Health Insurance Consortium (ACSHIC). Any changes which the Trustees of the Consortium make to the benefit design or provider of this plan shall become part of the coverage under this section. When two (2) employees of the District are married to each other or may otherwise be covered under each other's dental insurance, coverage shall be provided through the most senior employee with the District only, unless it is to the benefit of the Employer to do otherwise. The employee shall be required to pay six percent (6%) of the premium cost of dental insurance coverage. The employee shall contribute to the premium payment through the IRS Section 125 plan used by the District. Employees

who elect to take advantage of this dental insurance must do so in writing by the District's deadline prior to the next plan year, which plan years begin on July 1. If an employee wishes to purchase additional family dental insurance coverage, the employee may do so at the employee's sole expense through payroll deduction.

Section 4

Retirement shall be paid for all eligible employees under the present plan set up by the Public School Employees' Retirement System.

Section 5

Any employee covered by this contract who retires because of years of service, or because of disability in accordance with the policies of the Connellsville Area School District, shall be paid for unused sick leave according to the following table:

Upon retirement from the District and subject to any applicable accumulation or usage limits (up to a maximum of 180 days paid), an employee shall be paid for his/her unused sick leave hours at a rate of fifty percent (50%) of the employee's normal, base hourly pay rate.

Cafeteria employees will be paid for unused sick leave in one (1) lump sum following retirement. All payments for unused days will be paid to a 403 (b) account through Kades-Margolis.

Section 6

The Connellsville Area School District will provide each full-time seven (7) hour or six (6) hour employee with \$50,000 of double indemnity life insurance, and each part-time four (4) or five (5) hour employee with \$25,000 of double indemnity life insurance.

ARTICLE XVII - JOB DESCRIPTIONS

Section 1

Job descriptions as agreed to by the parties hereto are hereby made a part of this Agreement and are more fully enumerated in Exhibit B, attached hereto and made a part thereof.

ARTICLE XVIII - CREDIT UNION CHECK-OFF

Section 1

The Employer agrees to deduct certain specific amounts each pay from the wages of those employees who shall have given the Employer written authorization to make such deduction. The amount so deducted shall be remitted to the Frick Tri-County Federal Credit Union once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

ARTICLE XIX - SEPARABILITY AND SAVING CLAUSE

Section 1

In any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it have been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XX - NATIONAL HEALTH INSURANCE

Section 1

Should Federal or State legislation enact mandatory Health Insurance the Employer and the Union shall meet to discuss the implementation of the Plan

ARTICLE XXI - SUBCONTRACTING

Section 1

The Employer may not subcontract any work of the kind, manner or type covered by, assigned to, performed by or hereafter assigned to and/or performed by the bargaining unit for the life of this Agreement. This clause shall apply to any bargaining unit Employees to perform work which is performed by that unit.

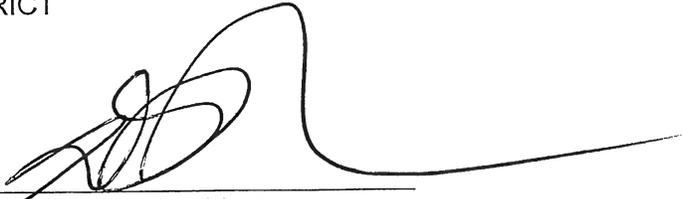
ARTICLE XXII - EFFECTIVE DATES OF CONTRACT

Section 1

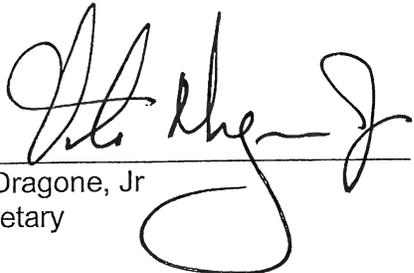
This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2028, and shall continue in effect until a new Agreement terms of which shall be retroactive to the above given expiration date, has been consummated and signed, or this Agreement, after the above given expiration date has, upon thirty (30) days written notice, been cancelled or terminated by the Employer or by Chauffeurs, Teamsters and Helpers, Local Union 491.

Signed by the parties hereto this 30th day of May 2023.

CONNELLSVILLE AREA SCHOOL
DISTRICT

BY: 
David Panzella - President
Board of School Directors

CHAUFFEURS, TEAMSTERS AND
HELPERS, LOCAL UNION 491

BY: 
Vito Dragone, Jr
Secretary

CONNELLSVILLE AREA SCHOOL DISTRICT
JOB DESCRIPTION

TITLE: CAFETERIA WORKER

JOB CODE: 039

Reports To: Team Leader
Department Area: Food Service

FLSA Classification: Non-Exempt

GENERAL SUMMARY

Cafeteria Workers are responsible for assisting in the preparation of food, serving of food, and for cleaning equipment within their assigned kitchen. Position is a school year position and may be four (4), five (5), six (6) or seven (7) hours per day.

POSITION RESPONSIBILITIES

The incumbent must be able to perform, with reasonable accommodation, the following essential functions of the job:

- Helps prepare vegetables, meat, and any other menu items.
- Makes sandwiches and salads.
- Arranges counter set-up.
- Serves food from steam table.
- Fills salt and pepper shakers.
- Cleans tables, chairs, serving tables, and other equipment as needed.
- Runs dishwasher, sweeps and scrubs.
- Reports any student misconduct to the building cafeteria manager **Team Leader or Principal.**

The incumbent in this position will also perform any additional duties as assigned.

REQUIRED EDUCATION, TRAINING & EXPERIENCE

High School Diploma or GED is preferred. Must be able to read and write English. Experience working in food service for a minimum of six (6) months is preferred.

KNOWLEDGE, SKILLS & ABILITIES

Requires knowledge of the operations of standard kitchen equipment necessary to perform the job, such as commercial mixer, commercial ovens, dishwasher, kitchen utensils, electric can opener, plastic bucket on wheels, mops, and brooms. Must have the ability to serve food and arrange food attractively. Must know quantity measurements, and have the ability to follow directions. Communications skills and common courtesy to complete work activities and interact with others on a daily basis, with both co-workers and students, are required. Must be able to work well as part of a team. Must be clean and neat and adhere to hygiene and dress code standards.

PHYSICAL EFFORT & WORKING CONDITIONS

Physical effort and/or working conditions that may be required up to 10% of the time are: Climbing step stool, sitting, and lifting up to 50 pounds.

Physical effort and/or working conditions that may be required between 10% and 50% of the time are: Performing repetitive movement, looking at computer monitor and/or small figures and numbers, stooping, crouching, reaching, stretching, twisting, and lifting up to 40 pounds.

Physical effort and/or working conditions that may be required more than 50% of the time are: Standing, walking, pushing, pulling, carrying, bending, and lifting up to 30 pounds.

Work environment in an institutional kitchen, dish room, and/or stock room within a school building.

Job Description: Cafeteria Worker

**CONNELLSVILLE AREA SCHOOL DISTRICT
JOB DESCRIPTION**

TITLE: HEAD BAKER

JOB CODE: 075

Reports To: Team Leader
Department Area: Food Service

FLSA Classification: Non-Exempt

GENERAL SUMMARY

The Head Baker supervises the baking department, prepares baked goods and desserts, and cleans, serves, and performs other related duties. A Head Baker is assigned in buildings preparing lunches for over 700 students daily at one location and/or additional satellite locations. Position is a school year seven (7) hour per day position.

POSITION RESPONSIBILITIES

The incumbent must be able to perform, with reasonable accommodation, the following essential functions of the job:

- Prepares baked goods, desserts, and any other preparation required.
- Keeps records of daily food usage ~~and needs~~ **production records and baking needs.**
- Assists in cooking area when needed.
- Keeps own equipment and area cleaned.
- Assists in cleaning of kitchen when needed.
- Weighs and measures foods for next day's preparation when possible.
- **Assists in ordering and inventory of baking items.**

The incumbent in this position will also perform any additional duties as assigned.

REQUIRED EDUCATION, TRAINING & EXPERIENCE

High School Diploma or GED is preferred. Must be able to read and write English. Experience working in food service for a minimum of six (6) months is preferred.

KNOWLEDGE, SKILLS & ABILITIES

Requires knowledge of the operations of standard kitchen equipment necessary to perform the job, such as commercial mixer, commercial ovens, dishwasher, kitchen utensils, electric can opener, plastic bucket on wheels, mops, and brooms. Must know quantity measurements, and have the ability to follow directions. Communications skills and common courtesy to complete work activities and interact with others on a daily basis are required. Must be able to work well independently as well as part of a team. Must be clean and neat and adhere to hygiene and dress code standards. Must have the ability to plan own work schedule. Must maintain high standards of food service and not serve foods of inferior quality.

PHYSICAL EFFORT & WORKING CONDITIONS

Physical effort and/or working conditions that may be required up to 10% of the time are: Climbing step stool, sitting, and lifting up to 50 pounds.

Physical effort and/or working conditions that may be required between 10% and 50% of the time are: Performing repetitive movement, looking at computer monitor and/or small figures and numbers, stooping, crouching, reaching, stretching, twisting, and lifting up to 40 pounds.

Physical effort and/or working conditions that may be required more than 50% of the time are: Standing, walking, pushing, pulling, carrying, bending, and lifting up to 30 pounds.

Work environment in an institutional kitchen, dish room, stock room and/or cafeteria office within a school building.

Job Description: Head Baker

CONNELLSVILLE AREA SCHOOL DISTRICT
JOB DESCRIPTION

TITLE: HEAD COOK

JOB CODE: 076

Reports To: Team Leader
Department Area: Food Service

FLSA Classification: Non-Exempt

GENERAL SUMMARY

The Head Cook supervises the cooking department, prepares food, and cleans, serves, and performs other related duties. A Head Cook is assigned in buildings preparing lunches for over 700 students daily at one school and/or additional satellite locations. Position is a school year seven (7) hour per day position.

POSITION RESPONSIBILITIES

The incumbent must be able to perform, with reasonable accommodation, the following essential functions of the job:

- Prepares and cooks main dish.
- Keeps records of daily food usage, ~~and needs.~~ **production records and cooking needs.**
- Assists in baking, salad making, sandwich making and a variety of preparations when needed.
- Has food ready for designated serving time.
- Stores leftovers.
- Keeps own equipment and area cleaned.
- ~~Helps at banquets and other special events.~~
- Assists in cleaning of kitchen when needed.
- Starts next day's preparation when possible.
- **Assists in ordering and inventory of cooking items.**

The incumbent in this position will also perform any additional duties as assigned.

REQUIRED EDUCATION, TRAINING & EXPERIENCE

High School Diploma or GED is preferred. Must be able to read and write English. Experience working in food service for a minimum of six (6) months is preferred.

KNOWLEDGE, SKILLS & ABILITIES

Requires knowledge of the operations of standard kitchen equipment necessary to perform the job, such as commercial mixer, commercial ovens, dishwasher, kitchen utensils, electric can opener, plastic bucket on wheels, mops, and brooms. Must know quantity measurements, and have the ability to follow directions. Must have knowledge of methods of preparation, cooking and serving of foods. Communications skills and common courtesy to complete work activities and interact with others on a daily basis are required. Must be able to work well independently as well as part of a team. Must be clean and neat and adhere to hygiene and dress code standards. Must have the ability to plan own work schedule. Must maintain high standards of food service and not serve foods of inferior quality.

PHYSICAL EFFORT & WORKING CONDITIONS

Physical effort and/or working conditions that may be required up to 10% of the time are: Climbing step stool, sitting, and lifting up to 50 pounds.

Physical effort and/or working conditions that may be required between 10% and 50% of the time are: Performing repetitive movement, looking at computer monitor and/or small figures and numbers, stooping, crouching, reaching, stretching, twisting, and lifting up to 40 pounds.

Physical effort and/or working conditions that may be required more than 50% of the time are: Standing, walking, pushing, pulling, carrying, bending, and lifting up to 30 pounds.

Work environment in an institutional kitchen, dish room, stock room and/or cafeteria office within a school building.

Job Description: Head Cook

**CONNELLSVILLE AREA SCHOOL DISTRICT
JOB DESCRIPTION**

TITLE: FOOD SERVICE CLERK

JOB CODE: 077

Reports To: Team Leader

FLSA Classification: Non-Exempt

Department Area: Food Service

GENERAL SUMMARY

The Food Service Clerk is responsible for ~~assisting in supervision of~~ the cafeteria office and performing duties of a Cafeteria Worker or **Team Leader** in buildings that exceed 1,200 students. Position is a school year position and may be six (6) or seven (7) hours per day.

POSITION RESPONSIBILITIES

The incumbent must be able to perform, with reasonable accommodation, the following essential functions of the job:

- ~~Assists cafeteria manager~~ **Prepares and manages** record keeping, placing orders, and doing inventory.
- Counts and wraps money.
- Works as cashier during breakfast and/or lunch.
- Perform duties of a cafeteria worker as needed.
- Reports any student misconduct to the building ~~principal cafeteria manager~~.
- **Reconciles all paperwork.**
- **Directs the work force.**

The incumbent in this position will also perform any additional duties as assigned.

REQUIRED EDUCATION, TRAINING & EXPERIENCE

High School Diploma or GED is preferred. Must be able to read and write English. Experience working in food service for a minimum of six (6) months is preferred.

KNOWLEDGE, SKILLS & ABILITIES

Must have a working knowledge of food service operation and policies. Requires knowledge of the operations of standard kitchen equipment necessary to perform the job, such as commercial mixer, commercial ovens, dishwasher, kitchen utensils, electric can opener, plastic bucket on wheels, mops, and brooms. Must have the ability to serve food and arrange food attractively. Must know quantity measurements, and have the ability to follow directions. Must have the ability to work with numbers, perform basic math, and have basic clerical skills. Communications skills and common courtesy to complete work activities and interact with others on a daily basis, with both co-workers and students, are required. Must be able to work well as part of a team. Must be clean and neat and adhere to hygiene and dress code standards.

PHYSICAL EFFORT & WORKING CONDITIONS

Physical effort and/or working conditions that may be required up to 10% of the time are: Climbing step stool, sitting, and lifting up to 50 pounds.

Physical effort and/or working conditions that may be required between 10% and 50% of the time are: Performing repetitive movement, looking at computer monitor and/or small figures and numbers, stooping, crouching, reaching, stretching, twisting, and lifting up to 40 pounds.

Physical effort and/or working conditions that may be required more than 50% of the time are: Standing, walking, pushing, pulling, carrying, bending, and lifting up to 30 pounds.

Work environment in an institutional kitchen, dish room, stock room and/or cafeteria office within a school building.

CONNELLSVILLE AREA SCHOOL DISTRICT JOB DESCRIPTION

TITLE: TEAM LEADER

JOB CODE: 086

Reports To: Director of Food Service
Department Area: Food Service

FLSA Classification: Non-Exempt

GENERAL SUMMARY

Team Leaders are responsible for the total supervision of the kitchen within their assigned building. Team Leaders work year is 182 days (includes three days before school starts and two days after the last serving day), 7, or 6 hours per day, depending on building size, starting at 6:00 a.m. to 7:00 a.m., as assigned by the Director of Food Service. Position is a bargaining unit position. The Team Leader shall have the limited right to direct the workforce, however the Team Leader shall not have the right to hire, fire, or recommend discipline.

POSITION RESPONSIBILITIES

The incumbent must be able to perform, with reasonable accommodation, the following essential functions of the job:

- Determines the schedule of cafeteria employees, including employee's lunchtime (6 & 7 hour employees – ½ hour, 4 & 5 hour employees – 15 minutes).
- Receives/collects lunch money each morning and at the end of serving line.
- Counts and wraps money to be banked, and picked up daily by the food service truck driver.
- Maintains a perpetual inventory, and emails a computer generated physical inventory monthly.
- Insures that daily menu is followed, and secures approval before making any changes.
- Insures that food is well prepared and stored properly, i.e. hot foods are kept hot and cold foods are kept cold.
- Insures that breakfast and lunch trays are attractive.
- Polices employees to make sure nothing leaves kitchen (food, supplies, etc.), unless it is food sold to PTA, PTG or other organizations.
- Supervises stock room, coolers, and freezers and utilizes FIFO – first in first out.
- Verifies number of serving lines and serving times with building principal.
- Reports any student misconduct to the principal's office.
- Reports any personal absences to the Director of Food Service and the Food Service secretary.
- Maintains current knowledge of the cafeteria employee's collective bargaining agreement to ensure compliance in all areas.
- ~~Approves cafeteria employees days off other than sick days and one scheduled personal day.~~
- Posts vacant positions with proper job description.
- Submits all orders as scheduled on calendar.
- Adheres to all dates as required on reports, orders, inventories, etc.
- Forwards all requests for transfers from central storage and from another school through the Food Service office.
- Assists in all areas of food preparation, serving, and clean-up in the school cafeteria.
- Completes any paperwork required by the National School Lunch Program.
- Attends monthly meetings with the Director of Food Service.
- Bakes, cooks, serves, cleans, and works in dish room.

The incumbent in this position will also perform any additional duties as assigned.

REQUIRED EDUCATION, TRAINING & EXPERIENCE

High School Diploma or GED is required. Experience working as a cafeteria employee for a minimum of two (2) years and supervisory experience is preferred.

KNOWLEDGE, SKILLS & ABILITIES

Requires knowledge of the operations of standard equipment and tools necessary to perform the job, such as commercial mixer, commercial ovens, dishwasher, kitchen utensils, electric can opener, plastic bucket on wheels, mops, and brooms. Must be proficient with Microsoft Office software products sufficient to be able to do data entry and email as necessary. Must have knowledge of effective job modification techniques to be used in order to reduce risk of injury. Communications skills and common courtesy to complete work activities and interact with others on a daily basis are required. Requires supervisory, organizational, and decision making skills. Must be able to work independently as well as part of a team. Must have the ability to plan ahead to meet the needs of the building kitchen.

PHYSICAL EFFORT & WORKING CONDITIONS

Physical effort and/or working conditions that may be required up to 10% of the time are: Climbing step stool, and sitting.

Physical effort and/or working conditions that may be required between 10% and 50% of the time are: Performing repetitive movement, looking at computer monitor and/or small figures and numbers, stooping, crouching, reaching, stretching, and twisting.

Physical effort and/or working conditions that may be required more than 50% of the time are: Lifting up to 30 pounds, standing, walking, pushing, pulling, carrying, and bending.

Work environment in an institutional kitchen, dish room, and/or stock room within a school building.

EXHIBIT C

LIGHT/MODIFIED DUTY WORK - WORK RELATED

Whereas, the Parties have met pursuant to the provisions of the Collective Bargaining Agreement, and agreed upon a light/modified duties job with the following provisions:

1. The employee released by a medical provider to return to work on light/modified job duties may work their own job within the guidelines as prescribed by his/her medical provider. If necessary, a substitute employee may be scheduled to assist with the duties of the employee on light/modified duty.
2. Each specific light/modified duty job will be terminated after sixty (60) work days, unless the parties mutually agree to extend the specific opportunity.
3. The light/modified duty job will remain in effect for sixty (60) work days unless the following occurs; the parties agree to extend the sixty (60) day provision of this Agreement; the medical provider decides to either revoke the release for light/modified duty, or decides to release the employee to return to his/her normal work duties; unforeseen circumstances occur necessitating the need for an exception, which the parties mutually agree to.
4. During the term of the light/modified duty job, the employee utilizing said opportunity shall continue to accrue seniority and will be paid their regular rate of pay for all hours worked.

This represents an Agreement between the parties hereto and any amendments must be in writing and be executed by said parties. This Agreement is binding upon the parties hereto, their successors and assign.

CONNELLSVILLE AREA SCHOOL DISTRICT
AND
TEAMSTERS LOCAL 491

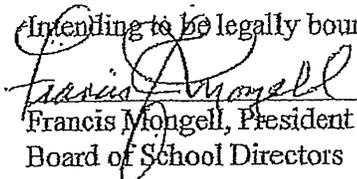
MEMORANDUM OF UNDERSTANDING
REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR
LIGHT/MODIFIED DUTY WORK, WORK RELATED

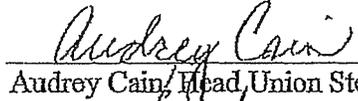
Whereas, the Parties have met pursuant to the provisions of the collective bargaining agreement and agreed upon a light/modified duties job with the following provisions:

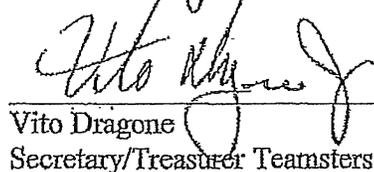
1. The employee released by a medical provider to return to work on light/modified job duties may work their own job within the guidelines as prescribed by his/her medical provider. If necessary, a substitute employee may be scheduled to assist with the duties of the employee on light/modified duty.
2. Each specific light/modified duty job will be terminated after sixty (60) work days, unless the parties mutually agree to extend the specific opportunity.
3. The light/modified duty job will remain in effect for sixty (60) work days unless the following occurs: the parties agree to extend the sixty (60) day provision of this agreement; the Medical Provider decides to either revoke the release for light/modified duty, or decides to release the employee to return to his/her normal work duties; unforeseen circumstances occur necessitating the need for an exception, which the parties mutually agree to.
4. During the term of the light/modified duty job, the employee utilizing said opportunity shall continue to accrue seniority and will be paid their regular rate of pay for all hours worked.

This represents an agreement between the parties hereto and any amendments must be in writing and be executed by said parties. This agreement is binding upon the parties hereto, their successors and assign.

Intending to be legally bound hereby, the parties hereto execute the same as follows:

 7/9/09
Francis Mongell, President Date
Board of School Directors

 10/1/09
Audrey Cain, Head Union Stewart Date

 10-5-09
Vito Dragone Date
Secretary/Treasurer Teamsters

CONNELLSVILLE AREA SCHOOL DISTRICT
TEAMSTER'S Local #491

Memorandum of Understanding
Donation of Sick Days Plan

1. The Board of School Directors of the Connellsville Area School District approved the following motion at the Board Meeting of August 13, 2009:

Request approval of the Donation of Sick Days Plan Memorandum of Understanding between the Connellsville Area School District and the Teamster's Local #491 as proposed, effective the 2009-2010 school year.

2. Thus, it is hereby agreed that the Connellsville Area School District will cooperate in the voluntary donation of sick days to employees who are members of the collective bargaining unit of the Teamster's Local #491 (Teamsters).
3. This agreement is primarily for the benefit of the Teamster's bargaining unit members who have not yet accumulated a reasonable amount of sick days, or who are experiencing a major illness/injury, and either have or will exhaust all of their own sick days, personal days, etc.
4. Donation of days will be done on an individual request basis for very special reasons, and the merit of the need will be determined by the donors.
5. This agreement is NOT a sick day bank for routine on-going use.
6. This agreement may be unilaterally terminated by the Connellsville Area School District Board of School Directors.

THE FOLLOWING GUIDELINES SHALL APPLY:

7. The employee, or representative of the employee, who needs sick days will contact the Superintendent or his/her designee in writing prior to using all sick days, and request donations of sick days from other Teamster bargaining unit employees.
The name of the employee making the request, the nature of the need, and a deadline for the donations of days will be posted throughout the district.
9. Employees wishing to voluntarily donate one sick day to the individual making the request must contact the Office of the Superintendent or his/her designee within the time period specified.
10. Upon receipt of the volunteer names, the Superintendent or his/her designee and Teamster Representative will conduct a random drawing to determine the order in which volunteers will donate one sick day each.
11. As each donated day is used, the donor will be informed and that day will be deducted from the donor accordingly.
12. When the employee who needed sick days returns to work, any unused donated days will cease to exist, and those days will not be deducted from the donors.
13. The names of all employees donating days will be kept confidential.
14. Participation in this program is strictly voluntary, and each request for days will be totally independent of previous and subsequent requests.

Teamster's Local #491 Representative

Date

10-5-09

Superintendent, Connellsville Area School District

Date

8-18-09

President, Connellsville Area School District Board of School Directors

Date

8/17/09

