

COLLECTIVE BARGAINING
AGREEMENT

Between

PINE GROVE AREA SCHOOL DISTRICT

and

AMERICAN FEDERATION OF
STATE, COUNTY

AND MUNICIPAL EMPLOYEES,
AFL-CIO

JULY 1, 2022- JUNE 30, 2026

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ARTICLE 1
PREAMBLE

This Agreement, entered into on this day of by and between the PINE GROVE AREA SCHOOL DISTRICT, hereinafter referred to as EMPLOYER, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as AFSCME, has as its purpose the promotion of harmonious relations between the employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment as defined by Act 195 of July 23, 1970.

**ARTICLE 2
RECOGNITION**

SECTION 1

The Employer recognizes AFSCME District Council 89 as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all the employees in the bargaining unit as defined by Act 195 of July 23, 1970.

SECTION 2

A full-time employee is any person who normally works seven or more hours each school day and is assigned to a classification which is recognized in this Contract. The intent of the Board is not to change present full-time positions to part-time positions.

SECTION 3

For the purpose of benefits and fringes, part-time employees who work less than seven hours daily, hired after June 30, 1983, will only receive the appropriate hourly wage for their respective classification and will not be eligible for fringe or health benefits, unless otherwise required by law.

**ARTICLE 3
UNION SECURITY**

SECTION 1

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall maintain his or her membership in the Union, provided that such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement. The payment of dues and assessments, while a member, shall be the only requisite employment condition.

**ARTICLE 4
CHECK-OFF**

SECTION 1

If authorized by an employee, by unrevoked written authorization on file with the District, the District will deduct from the employee's wages on a weekly basis a sum equal to such employee's initiation fee or dues owed the Union. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made.

SECTION 2

The employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. When it is determined by the Union that an employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change authorizations.

SECTION 3

A check-off shall commence for each employee who signs a properly dated authorization card during the month following the filing of such card with the District City.

SECTION 4

The employee's written dues deduction authorization for payroll deductions shall contain the employee's name, social security number (last four digits), department in which employed, work location, Union name, and local number.

SECTION 5

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

SECTION 6

The Employer agrees to deduct from the paycheck of employees covered by the Agreement voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions upon receipt of the written authorization card, which shall specify the amount and frequency of the deductions. The Employer shall continue to make such deductions until notified by the employee in writing, to cease such deductions. The Employer shall transmit the monies deducted, together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

SECTION 7

The Union hereby certifies that its present amount of membership dues is established. In the event the amount of dues hereinafter changes, such changes shall be provided in writing to the Employer thirty (30) days prior to any change in dues.

**ARTICLE 5
MANAGERIAL RIGHTS CLAUSE**

SECTION 1

It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.

SECTION 2

Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, and its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

SECTION 3

The listings of specific rights in this ARTICLE is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

**ARTICLE 6
LABOR AND MANAGEMENT**

Representatives of AFSCME Local 2708, AFSCME DC 89, and of the Pine Grove Area Board of School Directors (or their representative) shall meet as needed or requested by either party to consider concerns of the parties. Minutes of the meetings shall be signed by representatives of both groups.

**ARTICLE 7
STEWARDS
ARTICLE 7**

The Union shall be represented by two (2) stewards per school and one alternate to represent the people in the absence of the steward. A list of these names shall be submitted to the Superintendent of Schools.

A steward shall be permitted reasonable time to investigate and process grievances, during working hours only upon notification to the immediate supervisor. Other Union business, however, will be conducted on the employee's time.

The School Board agrees that the accredited representatives of the Union, whether local, international or council representatives, shall have reasonable access to the premises at any time during working hours to conduct Union business related to the processing of grievances.

However, council representatives and/or international representatives will report first to the District Office informing them of their presence.

ARTICLE 8 GRIEVANCE PROCEDURE

SECTION 1

- A. It is in the interest of the general public, and in the interest of the school children that both Board and AFSCME serve, that grievances be reconciled and disposed of as expeditiously as is possible.
- B. The parties to this agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a four (4) step process which is described in the following:
 - 1. STEP 1 - AFSCME will initiate the alleged grievance on behalf of a person or persons by presenting the grievance in writing and on a form agreed upon by the Board and AFSCME to the building principal or other first level supervisor within seven (7) calendar days after its occurrence. The building principal or other first level supervisor shall reply to the grievance within seven (7) calendar days after the initial presentation of the grievance.
 - 2. STEP 2 - If the action in Step 1 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall then be referred to the Superintendent within seven (7) calendar days of the principal or supervisors' decision. The Superintendent shall reply within seven (7) calendar days.
 - 3. STEP 3 - If the action in Step 2 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Board of Education at the next regular meeting of the Board. The Boards decision shall be submitted within ten (10) calendar days of that meeting.
 - 4. STEP 4 if the action in Step 3 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to binding arbitration as provided in Section 903 of the Act within 14 calendar days of the Boards decision.
- C. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of Education in Step 3 shall be final.
- D. The arbitrator is to be selected by the parties jointly within seven (7) days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators.

- E. The parties shall, within seven (7) days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one (1) name from the list until one (1) name remains. The Board shall strike the first name.
- F. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.
- G. The arbitrator shall not add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.
- H. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his decision within 30 days after the hearing or receipt of the transcript of the hearing.
- I. All of the time limits contained in this Section may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

SECTION 2

For the purpose of this Agreement, Saturdays, Sundays and holidays are not included as working days in reference to the time limits prescribed in this contract.

ARTICLE 9 SENIORITY

SECTION 1

Seniority shall be measured by the length of continuous service in the class service. Seniority rights shall become effective after the probationary period, and shall be retroactive to the first day the employee is placed on the regular payroll or was officially hired by the Board of School Directors, whichever date is earlier. (The probationary period shall be three (3) months in length.) The probationary period can be extended by written agreement between the Employer and the appropriate district council of the union for an additional period of up to three (3) months.

SECTION 2

The following shall constitute a break in continuous service: resignation, separation for just cause, retirement, absence without leave for five days, failure to report within three days of permanent employment while on leave. If continuous services are broken by any of the above, the employee shall lose seniority credits and seniority rights.

SECTION 3

Whenever an employee is absent and a substitute has to be called in, the regular employees that can fulfill the duties in one of the district's classifications in that particular building will be given the opportunity to work out of classification or accept the absent person's hours, not to exceed twenty-nine (29) hours per week for part-time employees by seniority within the eligible classifications, except if prior notification in writing is given for an absence of more than ten (10) working days. In that event, this will revert back to district seniority. This language may be modified if necessary to avoid a negative financial impact as a result of The Patient Protection and Affordable Care Act of 2010, as amended (PPACA). Approval is subject to the sole and exclusive discretion of management.

SECTION 4

All employees shall receive their vacation time, and personal time on a prorated basis beginning after completion of their 3 month probationary period. Sick leave will begin to accrue on first day of employment.

ARTICLE 10 POSTING

SECTION 1

When the district decides to fill a vacant position within the bargaining unit, the School District shall post an announcement of the vacancy on the bulletin board, adjacent to the time clock, used by time clock employees. All announcements of positions to be filled shall be posted internally for five (5) days prior to posting externally. All applicants will be considered within thirty (30) days after the posting period.

SECTION 2

Current qualified employees desiring to be considered for such vacancies shall submit a written request to the Superintendent. Vacancies shall be filled by appointing from and among the qualified employees who have submitted a written request; the employee with the greatest seniority who possesses the qualifications to do the job may be awarded the job. However, it is agreed that the Employer's discretionary right to select and assign its employees is paramount to this provision and that the Employer has the right to hire for any vacancy the applicant which the Employer believes will perform the duties.

SECTION 3

If an employee requests a transfer from one classification to another, and a vacancy exists, the employee may be transferred to that position, provided he/she has the qualifications to perform the work required in that classification. If two (2) employees have the same qualifications, the one

with the higher seniority may be advanced. However, it is agreed that the Employer's discretionary right to select and assign its employees is paramount to this provision and the Employer has the right to hire for any vacancy the applicant which Employer believes will perform the duties. Transfer, if affected, shall be without loss of seniority in the classification leaving, but lowest seniority shall prevail in the classification advanced to, for layoff purposes only. Total seniority in years of service will not be affected by transfer.

SECTION 4

When the School District posts a vacant position, they shall also post the qualifications necessary for the job.

ARTICLE 11 CALL TIME

SECTION 1

An employee called to work outside of his regularly scheduled shift shall be paid a minimum of three (3) hours at the appropriate rate.

SECTION 2

An employee called to work outside of his/her regularly scheduled shift shall be paid at the rate of time and one-half until their regular work shift begins. Once the regular work shift begins, the employee will be paid the regular applicable rate.

The employer will attempt to equalize overtime first between the qualified employees within the classification in which the overtime occurs in the district, then among the qualified employees in the district outside of the classification.

SECTION 3

When any employee is not properly notified of the emergency cancellation of school and said employee reports to work (punches the clock), they will be compensated for one (1) hour at their regular rate.

ARTICLE 12 OVERTIME

SECTION 1

Time and one-half of the employee's regular hourly rates of pay shall be paid for work under the following conditions:

- A. For any work performed in excess of forty (40) hours in any work week.

The following items will be regarded as hours worked for the purpose of computing overtime hours.

a) All leave with pay

b) Rest periods

Double time employees' regular rate shall be paid for all hours worked on a holiday in addition to the employee's holiday rate.

SECTION 2

Employees directed by proper supervisory authority to work mandatory additional hours shall be asked to work on a rotating basis by seniority within the District custodial work force. The least senior Employee in a rotational selection system possessed of the required skills to perform the task as judged by the supervisor shall be first required to work on a low to high seniority rotation basis when no volunteer accepts the overtime work. The District Supervisor shall maintain an official record of such assigned work to ensure it is rotated through the staff in reverse seniority order.

If selected for mandatory overtime by seniority, the use of Vacation and/or Personal leave will not be approved.

If selected for mandatory overtime by seniority, the use of Sick time will not constitute a completed shift; nor will pay be issued for those unworked hours. Please see Article 15, Section 3.

ARTICLE 13 HOLIDAYS

SECTION 1

D. The following are to be recognized as paid holidays for all 12 month employees, or any other full-time employee (with one exception noted below) unless noted in Section C:

Labor Day	New Year's Day
Thanksgiving	Presidents' Day
Friday after Thanksgiving.	Good Friday
Monday after Thanksgiving	Memorial Day
Christmas	(Fourth of July - 12
First Workday after Christmas	month employees
	only)

E. All other part-time employees ~~hired~~ shall receive paid holidays as follows:

Christmas
Thanksgiving
Labor Day

C. If Presidents Day and/or Good Friday are used as a school make-up day; one flexible day will be substituted for any of the aforementioned days that were used as a school make-up day. The flexible day will be granted to the employee

at the employee's discretion but with prior approval of their immediate supervisor. The flexible day must be used during the school years in which it is earned.

SECTION 2

All eligible employees, who are to receive holiday pay, will do so, provided the holiday falls during the normal work schedule of the individual. Pay for the holiday will be pro-rated, based on the number of hours worked by the employee.

SECTION 3

In order to qualify for holiday pay, all eligible employees must be at work or on compensable leave status their last scheduled shift day before, or their first scheduled shift after the holiday.

SECTION 4

In the event said holiday falls while the employee is on annual leave or on sick leave, annual leave or sick leave will not be charged to that holiday.

SECTION 5

In the event that these days cannot be taken when the holiday occurs, the employee shall schedule the day during the time when the school is not in full operation.

SECTION 6

Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday. For those employees on any other than Monday through Friday schedule, the holidays listed in Section I of this article shall be on the actual day the holiday occurs.

SECTION 7

Christmas break. Those opting not to work will use accumulated vacation days or take the days off without pay.

**ARTICLE 14
VACATION**

SECTION 1

All eligible full-time employees hired before July 1, 2005 will maintain their existing plan from the prior contract until years correspond to below. All eligible full-time employees hired after July 1, 2005 and before July 1, 2009 shall be entitled to the following vacation.

4 years to less than 16 years 14 days

16 years or more 21 days

SECTION 2

All eligible full-time employees hired after July 1, 2009 shall be entitled to the following vacation:

Less than 4 years 5 days

4 years to less than 16 years 10 days

16 years or more 15 days

SECTION 2 a

If an employee's 4 year or 16 year date of hire anniversary date falls between July 1 and June 30 any additional extra vacation time earned for that fiscal year will be prorated from the employees date of hire anniversary date to June 30th.

Example:

18 scheduled work days remain in work year / 260 (#used for full-time) = 0.069 X 5
(the total # of extra vacation days earned)
= .346 days (round to nearest ½ day increment)

or .5 extra days of vacation leave will be granted for the period between the anniversary date and June 30th.

212 scheduled work days remain in work year / 260 (#used for full-time) = .815 X 5
(the total # of extra vacation days earned)
= 4.076 (round to nearest ½ day increment)

or 4 extra days of vacation leave will be granted for the period between the anniversary and June 30th.

SECTION 3

Vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately proceeding the employee's vacation period.

SECTION 4

Vacation shall be scheduled and granted for periods of time requested by the employee, subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of continuous service with the EMPLOYER shall be given his choice of vacation periods in the event of any conflict in selection.

SECTION 5

If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

SECTION 6

An employee who becomes ill during his vacation will not be charged vacation for the period of illness, provided he furnished satisfactory proof of such illness to the EMPLOYER upon his return to work.

SECTION 7

If an employee is required to work during his scheduled vacation period and is unable to reschedule his vacation during the calendar year due to the demands of the EMPLOYER, the calendar year shall be extended for 90 days for rescheduling purposes.

SECTION 8

Any employee separated from the service of the EMPLOYER for any reason prior to taking his vacation, shall be compensated in a lump sum for the unused vacation he has accumulated up to a maximum of 20 days at the time of separation, unless Article 27, Section 5 applies to the employee. At separation all employees leave will be pro-rated on the basis of hours worked over the current contractual year.

Example: Employee who earns 20 vacation days per year and separates from the district after working 45 of the 260 work days for the current contractual year.

$45/260 = 17.3\%$ or employee has earned 18% of their total leave allocation for the current year.

18% of 20 allocated vacation days = $.18 \times 20$ allocated days = 3.6 earned vacation days for that year ... not 20.

All previously earned banked days are not affected.

SECTION 9

There shall be 40 days of accumulation on vacation, which employees will be compensated for at the time of retirement.

SECTION 10

All vacation days are to be taken in half day increments.

ARTICLE 15 SICK LEAVE

SECTION 1

- A. All eligible 12 month full-time employees shall be entitled to twelve (12) sick days on July 1. Sick leave may accumulate without limit. Sick leave will be prorated for employees hired after July 1.
- B. All eligible 12 month part-time employees shall be entitled to ten (10) sick days on July 1. Sick leave will be prorated for employees hired after July 1.
- C. All eligible 9 month full-time employees (Health Room Tech) shall be entitled to nine (9) sick days on August 1. Sick leave will be prorated for employees hired after August 1.
- D. All eligible 9 month part-time employees (Aides) shall receive six (6) leave days per school year. Leave days are equivalent to the length of the normal work day. Each nine (9) month part-time employee will receive three (3) leave days at the beginning of the school year and an additional three (3) leave days at day 91. Employees may use these leave days for sick, personal, family doctors' appointments, emergency, etc. 9 month part-time employees may accumulate up to a maximum of 25 leave days. A year will run from July 1st through June 30th. Leave days are not reimbursable upon separation from the district. All leave days must be used in ½ day increments.
- E. The number of hours of sick leave for part-time employees will be equal to the number of hours normally scheduled in a day.
- F. Part-time employee's sick leave shall be pro-rated on the basis of hours worked.

SECTION 2

Sick leave entitlement shall be pro-rated on the basis of hours worked, rather than days, so as to eliminate any misinterpretation for use of accumulated sick leave.

SECTION 3

A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, a doctor's certificate may be required where in the opinion of the EMPLOYER; the employee has been abusing his sick leave privileges. A doctor's certificate will be required for any absence of mandatory overtime assigned hours. The employee's lack of producing a doctor's note will be considered just cause as per article 27, section 1.

SECTION 4

Employees may not use more than six (6) days of accumulative sick leave in any calendar year, where sickness in the immediate family requires the employee's absence from work. The immediate family is defined as husband, wife or child of the employee, residing in the employee's household. The EMPLOYER may require proof of such family sickness.

SECTION 5

All Sick Leave is to be taken in no less than one hour increments.

SECTION 6

Employees shall be paid at the rate of sixty dollars (\$60.00) for each unused sick leave day accumulated at the time of retirement from the school district.

ARTICLE 16 BEREAVEMENT LEAVE

SECTION 1

Employees may use up to five (5) days of bereavement leave for the death of a spouse, parent or child, and up to three (3) days of bereavement leave may be used for the death of a brother, sister, grandparent, grandchild, mother or father-in-law, son or daughter-in-law, brother or sister-in-law, grandparent in-law or any relative residing in the employee's household. One (1) day of bereavement leave may be used for the death of an aunt, uncle, cousin, nephew and niece.

ARTICLE 17 CIVIL LEAVE

SECTION 1

Employees called for jury duty or subpoenaed to attend court, shall be granted leaves with pay while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable. This pay shall be the difference in the employee's regular pay and the pay received from the courts.

ARTICLE 18
MILITARY LEAVE

SECTION 1

Employees who are members of reserve components of the Armed Forces are entitled to a leave with pay on all working days not exceeding 15 days in any calendar year during which they are engaged in field training authorized by the federal forces.

SECTION 2

Employees who are members of the Pennsylvania National Guard are entitled to leave with pay on all working days during which they shall, as members of the National Guard, be engaged in the active service of the Commonwealth or in authorized field training, consistent with the School Code of 1949.

SECTION 3

Whenever an employee is drafted at any time into the active military service of the United States, or enlists in time of war or armed conflict, he shall be granted a military leave without pay. The term "drafted" shall mean to be drafted; to be ordered into military service as a member of a reserve component of the Armed Forces; or in any way to enter or remain involuntarily in active military service for such period as is necessary to satisfy one's draft obligation. While an employee is on military leave, his duties shall either be performed by remaining employees and his position kept vacant, or they shall be performed by a substitute.

ARTICLE 19
LEAVES OF ABSENCE WITHOUT PAY

SECTION 1

Employees may be granted leaves without pay at the sole discretion of the employer for any reason not to exceed one year with the length of approved leave to be determined by the employer.

SECTION 2

After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the EMPLOYER for educational purposes. Such leave shall not exceed one year and shall not be granted more than once every four years and the employee shall be guaranteed their position upon return from educational leave.

SECTION 3

Whenever a leave without pay is granted for reason of illness or injury, provided that such request for leave shall be supported by a doctor's certificate for each 30 day period, the employee will be

granted his job or a comparable job upon the employee's return, and provided further, that in no case shall such leave without pay be granted for any period longer than six (6) months unless said employee is collecting disability income under Article XXIV Section 2 of this agreement. The employee shall also provide notice to the employer at least one (1) week prior to the expected date of return.

SECTION 4

Employees will be given five (5) days unpaid leave on July 1 of each year to be used on Snow Days/Early Dismissal Days. They may be taken in half or whole days. In the event of a snow day or early dismissal, employees may take leave and deduct it from these five (5) days. Any remaining leave at the end of the school year may be taken with prior permission from the Superintendent but days are non-cumulative and will not be carried into the next school year.

ARTICLE 20 LEAVES OF ABSENCE

SECTION 1

Service credit shall continue to accrue during paid leaves of absence, provided under this Agreement; but shall not accrue during unpaid leaves of absence. However, the employee shall be entitled upon his return from leave of absence without pay to all service credits earned up to the date his leave commenced.

SECTION 2

All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the EMPLOYER.

Requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one month shall be answered by the EMPLOYER within five (5) days. If the requested leave is in excess of one month, the request shall be answered within ten (10) days.

ARTICLE 21 CHILDBIRTH LEAVE

Eligible employees shall be provided childbirth leave as follows:

SECTION 1 GENERAL

Employees of the EMPLOYER, who occupy permanent positions and who become pregnant, shall be granted childbirth leave.

SECTION 2 GRANTING LEAVE

- A. An employee shall submit written notification to her immediate supervisor stating the anticipated duration of childbirth leave at least two (2) weeks in advance. Such leaves shall be granted for a period of time not to exceed six (6) months. Upon request of the employee and at the discretion of the Board, childbirth leaves may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed 12 months.
- B. In no case shall the employee be required to leave prior to childbirth, unless she can no longer satisfactorily perform the duties of her position.
- C. While an employee is on childbirth leave, the duties of her position shall be performed by remaining staff and the position kept vacant, or they shall be performed by a substitute employee.

SECTION 3 RE-EMPLOYMENT

- A. Every employee has the right to return to the same position in the same classification she held before going on childbirth leave, or to an equivalent position with regard to pay and skill.
- B. The employee's anniversary date shall be extended in accordance with 27.16 of the Title 4 of the Pennsylvania Code (relating to leave without pay)

SECTION 4 SENIORITY RIGHTS

Upon return from childbirth leave, an employee shall retain all seniority and pension rights that had accrued up to the time of her leave, but these rights shall not accrue during the approved childbirth leave without pay.

SECTION 5 VACATION AND SICK LEAVE

An employee is entitled to use accrued sick and vacation leave for the period that she is unable to work as certified by a physician. All other periods of leave related to childbirth leave shall be carried over until her return. An employee shall not earn vacation and sick leave while she is on childbirth leave without pay. Nothing shall preclude the employee from exercising their rights under the Family Medical Leave Act (FMLA).

SECTION 6 PATERNITY LEAVE

Employees of the EMPLOYER, who occupy permanent positions, and who become fathers shall be entitled to unpaid paternity leave for a period not to exceed six (6) months an employee shall not earn vacation and sick leave days, personal and emergency days, nor service increments for service during the period of time on paternity leave.

ARTICLE 22
LAY-OFF

SECTION 1

Layoffs or furloughs for employees shall be made in the inverse order of seniority. Employees affected by the layoff who have the requisite seniority shall have the right to bump back to positions previously held. If no position has previously been held within the classification, the employee may bump back within the same classification series provided they have the requisite seniority. The Employer has the right to retain a less senior employee based on their skills and abilities, however, such discretion cannot exceed the greater of 25% or one employee of the workforce that is scheduled for layoff or furlough. The Employer's decision will be based on skills and ability and job performance following a meet and discuss. In the case of furlough, the next more senior employee will be laid off in lieu of the Employer's retained employee.

SECTION 2

In the event of recall, the reverse of the above Section shall be used.

SECTION 3

In the event of a layoff, the UNION shall be notified by the EMPLOYER two (2) weeks in advance of layoff; at such time, the EMPLOYER and the UNION shall meet and discuss the pending layoff.

SECTION 4

The seniority list shall be brought up to date on July 1 and January 1 of each year and a copy sent to the UNION.

SECTION 5

The UNION shall be notified of termination, layoffs and recall as they occur.

SECTION 6

The UNION shall be notified of new hire along with classification, pay and work locations.

SECTION 7

Super Seniority - In the event of a layoff, four (4) chair officers, President, Vice President, Secretary and Treasurer, shall be given priority to bump into another position only within their classification.

ARTICLE 23 HOURS OF WORK

SECTION 1

Work schedules showing employees' shifts, work days and hours, shall be followed and posted on each department bulletin board at all times. Employees are not permitted to take work home. Employees may adjust their work hours upon approval of the supervisor. All full-time secretaries shall be scheduled to work eight (8) hours a day.

SECTION 2

Employees who work more than five (5) hours per day shall be entitled to two (2) 15-minute paid rest breaks. Employees who work five (5) hours or less per day shall be entitled to one 15-minute paid rest break.

SECTION 3

Before any major changes in scheduling are to be made, the EMPLOYER shall meet with UNION for a meet-and-discuss relating to the Meet and Discuss Provisions of Act 195. In the event the EMPLOYER anticipates a possible reduction in the number of hours worked by an employee that would result in a reduction of their benefits, they shall meet with the UNION in a meet-and-discuss session prior to any implementation.

SECTION 4

The work week will be five (5) consecutive days for full time employees.

SECTION 5

All employees working more than five (5) hours per day (regular shift) will take a 30-minute unpaid lunch break if a supervisor might adjust a lunch break for an emergency, the employee would receive compensatory time or pay for the emergency at the overtime rate.

SECTION 6

As set forth under The Patient Protection and Affordable Care Act of 2010 (PPACA) "shared responsibility" provision, employees who work on average of 30 hours per week over the respective measurement period are designated as full time employees with eligibility for employer healthcare. If the employer does not provide healthcare coverage, they may be assessed penalties for non-compliance. For the district to avoid or lessen the non-compliance assessments depicted under PPACA, the district reserves the right to adjust work hours for all bargaining members who are currently not eligible for healthcare under the agreement. The employer agrees to meet and discuss with the union prior to making any changes.

ARTICLE 24
HEALTH & ACCIDENT INSURANCE AND DISABILITY INSURANCE

SECTION 1 DENTAL

The EMPLOYER shall provide for those eligible employees and their qualified dependents basic dental coverage as defined and available through the consortium.

Dental coverage limits to include:

Oral Surgery	75%UCR
Crowns and Prosthetics	50%UCR

SECTION 2 HEALTH CARE INSURANCE

- A. Health Care Insurance: The Board shall maintain in full force in effect medical coverage at least equal to the current medical plan as defined and available through the consortium for each eligible member of the Bargaining Unit as per the consortium plan available for each eligible member of the Bargaining Unit.
- B. Employees will be required to pay a cost sharing premium of 9.00% of the yearly premium for the term of this contract through mandatory payroll deductions set forth below.
- C. These payments will be deducted equally over 20 pay periods throughout the school year from the employee's pay check.
- D. Effective January 1, 2017, the District and the Association agree to jointly request that the Berks County Health Consortium provide the District and the Association with projected information as to whether or not any health benefit plan or any of the health benefit plans offered by the Consortium would be projected to incur or actually incur an excise tax, tax, or penalty, as the result of the implementation of Patient Protection and Affordable Care Act (ACA) on the Consortium. This process will be repeated every January thereafter. In the event that it is determined and/or projected that as of January 2017 or any subsequent January that any of the health benefit plans offered by the Consortium will have or actually incur excise taxes, taxes, or penalties that will or are imposed on the Consortium or on the health benefit plan as the result of the health benefit plan or plans exceeding the threshold provided in the ACA, the Association and the District shall take actions to withdraw from the Consortium as soon as practicable thereafter if the Consortium fails to provide additional health benefit plan offerings that would be below the threshold limitations for such excise tax, tax, or penalty imposed upon the Consortium/Trust or health benefit plan pursuant to the ACA, prior to July 1, 2018, and each anniversary year thereafter. In the event that any new health benefit plans are offered, the parties shall agree on a premium share for such health benefit plans as aforesaid. If, on the other hand, the Consortium fails to provide or approve such less costly health benefit plans that are projected to cost less than any expected excise tax, tax, or penalty, then in that event, the District and the Association will simultaneously start the process to withdraw from the Consortium, but prior to doing so, the parties will meet on a monthly basis from January 2017-August 2017,

at which time the parties will meet and attempt to bargain either increased premium share to cover the expected costs imposed on the Consortium/Trust or the health benefit plan as the result of the imposition of the excise taxes, taxes, or penalties pursuant to the ACA, in which case the parties would not withdraw from the Consortium/Trust or, in the alternative, the parties will attempt to bargain alternative health benefit plans that will be less costly than the health benefit plans that would cause an excise tax, tax, or penalty under the ACA during the 2018 calendar year and other calendar years thereafter following a withdrawal from the Consortium. In the event that the District and the Association will fail during this eight (8) month period to either agree to increase premium share to cover the cost of such expected excise tax, tax, or penalty and remain in the Consortium or agree upon less costly health benefit plan offerings and potentially increase premium share that are projected to be under the threshold limitations for the ACA excise tax, tax, or penalty provisions in the 2018 calendar year and each calendar year thereafter, then in that event, the parties shall mandatorily pursue binding arbitration with a binding arbitrator provided in a list by the Bureau of Mediation as soon as practicable and once agreed upon between the parties, the binding arbitrator's sole authority shall be to determine those health benefit plan or plans that Bargaining Unit Members could elect during the current plan year or the next plan year in question that would be under the threshold limitations established by the ACA so that an excise tax, tax, or penalty will not be triggered. It is understood that the binding arbitrator can only recommend plans that are not less rich than the highest plan offered by the exchange that does not trigger the excise tax, tax, or penalty provisions under the ACA. The binding arbitration shall be alone on an expedited basis with the binding arbitrator being required to issue his/her binding opinion within thirty (30) days after entering into the process. The binding arbitrator shall have authority to take whatever evidence is necessary in order to provide his/her recommendation. This process will be repeated on an annual basis so long as the threshold limitations of such health benefit plan offerings exceed the excise tax, tax, or penalty thresholds under the ACA that may be imposed on the Consortium or the District/ District's health benefit plan, as the case may be, with the understanding that the plans that would ultimately be offered cannot be less rich than the highest plan offered by the exchange that does not trigger the excise tax.

SECTION 3 DISABILITY INCOME

The EMPLOYER shall provide for those eligible employees a disability income protection program as follows:

- A. Non-occupational coverage only.
- B. Benefits begin after 31 work days or the end of accumulated- sick leave, whichever is longer; benefits continue for 52 weeks.
- C. Seventy-percent (70%) of hourly rate, to a maximum of-\$300.00-per week.

SECTION 3A

Disability benefits begin after 31 work days or the end of accumulated sick leave, whichever is longer. These disability benefits continue for 52 weeks at which time employee's employment shall cease.

SECTION 3B

Effective July 1, 2016, the EMPLOYER shall contribute \$5.00 per month for each eligible employee who elects to participate in Colonial Life Insurance Company's, or its substantial equivalent, suite of disability/benefit programs. The balance of the cost of these voluntary plan or plans shall be borne by the eligible employee.

SECTION 4 VISION

During the terms of this Compensation Plan, the Board shall provide to such eligible employees a vision benefit program pursuant to the most current terms of the agreement with the Pine Grove Area Education Association.

SECTION 5 BIRTHDAY RULE

Any two (2) members of the Bargaining Unit who are married to each other shall be notified by the Board which of them is considered to be the primary insured member and which is considered to be the dependent or secondary insured member. The "birthday rule" shall be used to make this determination.

The Board agrees that as to the members of the Bargaining Unit who were married to each other prior to July 1, 2015 that it will guarantee that each shall continue to receive all of the benefits of their health insurance as if each were the primary insured member.

This provision shall not be extended to any person or future members of the Bargaining Unit who shall hereafter become married to each other, or become members of the Bargaining Unit after being married to each other, nor to any members of the, Bargaining Unit who become married to members of any other union whose members are employees of the Board.

SECTION 6 125 PLAN

The District agrees to establish a Section 125 plan to assist employees in, but not limited, paid deductibles and co-pays.

SECTION 7 HEALTH BENEFITS AFTER RETIREMENT

The Board agrees to provide eligible members of AFSCME Bargaining Unit with the same level of health benefits after retirement as may be agreed to with the Pine Grove Area Education Association.

SECTION 8 MEDICAL INSURANCE BENEFIT WAIVER

All eligible full-time employees waiving medical insurance coverage shall receive a payment of 20% of the annual medical insurance premium for waiving coverage according to the following table:

1. If eligible for family coverage and waive coverage: 20% of annual premium to a maximum of \$5,200.

2. If eligible for two-party coverage and waive coverage: 20% of annual premium to a maximum of \$3,950.
3. If eligible for single coverage and waive coverage: 20% of annual premium to a maximum of \$2,000.

To exercise a waiver of benefits, an employee must submit a completed "Election Form" and a "Verification Form for Other Insurance" to the Business Office for review and approval. The waiver forms must be submitted no later than June 15th for implementation in the following school/fiscal year. The election to waive benefits requires the employee to complete both forms each year by June 15th.

The benefit waiver period begins July 1st of each school/fiscal year and terminates on June 30th of the following year.

Payment to employee for waiver of medical insurance coverage will be made over the first twenty pays beginning with the first pay in September each year.

Waived medical insurance coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the Business Office. Reinstatement of the affected benefits will occur on the first day of the month following the date of approval by the insurance carrier. The District shall not be responsible or liable in any way for treatments or any employee expenses for health care related items at any time. Reinstatement shall occur only after approval by the District's insurance carrier in accordance with their rules and regulations then in effect.

An emergency is defined as an unforeseen change in an individual's life circumstances, such as a death, termination of other coverage, divorce or as defined by the Berks County School Health Insurance Consortium's Health Care Provider's plan.

In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health insurance benefits as provided in the Collective Bargaining Agreement.

In no event will this waiver policy be used to circumvent any rights an employee or their dependent may have under any state and/or federal rules, regulations or law.

ARTICLE 25 CONTRACTING OUT

SECTION 1

The EMPLOYER agrees that it shall not contract out any service normally performed by bargaining unit employees during the term of the Agreement, excepting, however, pupil transportation services through contracted carriers; temporary employees who are outside service providers for the purposes of snow removal, painting, grounds maintenance; which can be contracted out by the EMPLOYER at the EMPLOYER'S discretion.

ARTICLE 26
NATIONAL EMERGENCY REOPENER

If the federal government institutes wage controls in any form and any portion of this collective bargaining Agreement is deferred or cut back, the parties shall meet promptly to attempt to legally implement the parts of the Contract affected by the government controls.

ARTICLE 27
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

SECTION 1

The EMPLOYER shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension or discharge beginning at the Third Step of the grievance procedure. The UNION shall be promptly notified by the EMPLOYER of any demotion, suspension or discharge within five (5) working days of such action, by Certified Mail to Council 89 Headquarters. This provision shall not apply to the contracting out of Bargaining Unit Members as authorized by Article 25 herein.

SECTION 2

Any action instituted under Section 1 of this ARTICLE shall be implemented within two (2) weeks after the event giving rise to such disciplinary action, or knowledge thereof.

SECTION 3

The provisions of Section 1 shall not apply during the probationary employment. This probationary period shall be three (3) months in length.

The probationary period can be extended by written agreement between the Employer and the appropriate district council of the union for an additional period of up to three (3) months.

SECTION 4

When the District adopts a random drug testing policy all AFSCME members will be required to participate.

SECTION 5

Any employee who is terminated due to a conviction in a court of law for corruption of a minor, sexual misconduct, inappropriate sexual communication of any form, sexual contact with a minor, or any form of child abuse will not be paid any unused sick, vacation or personal days.

**ARTICLE 28
DISCRIMINATION**

Both the EMPLOYER and the UNION agree not to discriminate against any employee on the basis of race, creed, color, sex, marital status, age, national origin, union membership or political affiliation.

**ARTICLE 29
UNIFORMS**

SECTION 1

The EMPLOYER will reimburse an employee of the Custodial and Maintenance Staff, who is required by the employer to wear work boots, the purchase price of the work boots up to a maximum of \$140.00 per contract year, upon receiving proof of purchase. Original, itemized receipts shall be submitted by December 31 with reimbursement to be made during January of each year. The EMPLOYER will supply Custodial and Maintenance Staff with shirts.

**UNION BUSINESS
ARTICLE 30**

SECTION 1

The EMPLOYER agrees to provide space on bulletin boards to the UNION for the announcement of meetings, election of officers of the UNION and any other material related to UNION business. Furthermore, the UNION shall not post material detrimental to the labor- management relationship, nor of a political or controversial nature. The UNION may send mail related to UNION business to local official UNION representatives at appropriate facilities to which mail is delivered.

**ARTICLE 31
LIFE INSURANCE**

SECTION 1

The EMPLOYER shall provide to each eligible employee group term life insurance in the following amounts:

. \$40,000.00 - All eligible AFSCME employees.

ARTICLE 32
SALARY AND CLASSIFICATIONS

HOURLY RATES FOR NEW HIRES

CLASSIFICATION / Description	Minimum Rate	Maximum Rate
Cleaning Person (12 month/part-time) <ul style="list-style-type: none"> • 5 hr day / 25 hr week • 12 months = 260 days • 5 hrs X 260 days = 1,300 hrs 	\$13.00 / hour	\$23.00 / hour
Custodian (12 month/full-time) <ul style="list-style-type: none"> • 8 hr day / 40 hr week • 12 months = 260 days • 8 hrs X 260 days = 2,080 hrs 	\$15.00 / hour	\$25.00 / hour
Grounds Worker (12 month/full-time) <ul style="list-style-type: none"> • 8 hr day / 40 hr week • 12 months = 260 days • 8 hrs X 260 days = 2,080 hrs 	\$13.80 / hour	\$24.60 / hour
Health Room Tech (9 month/full-time) <ul style="list-style-type: none"> • 7 hr day / 35 hr week • 9 months = Teacher Contract Year + 10 holidays • 7 hrs X "189" days = 1,323 hrs 	\$17.80 / hour	\$27.80 / hour
Maintenance (12 month/full-time) <ul style="list-style-type: none"> • 8 hr day / 40 hr week • 12 months = 260 days • 8 hrs X 260 days = 2,080 hrs 	\$18.10 / hour	\$28.00 / hour
Maintenance HVAC (12 month/full-time) <ul style="list-style-type: none"> • 8 hr day / 40 hr week • 12 months = 260 days • 8 hrs X 260 days = 2,080 hrs 	\$21.60 / hour	\$32.00 / hour
Paraprofessional 1 (9 month/part-time) <ul style="list-style-type: none"> • Up to 5 hr day / up to 25 hr per week • 9 months = Student School Year + 20 extra hours of mandatory compensated training + 3 holidays • Up to 5 hrs X "180" days = up to 900 hrs 	\$12.35 / hour	\$22.75 / hour
Paraprofessional 2 (9 month/part-time) <ul style="list-style-type: none"> • Up to 5 hr day / up to 25 hr per week • 9 months = Student School Year + 20 extra hours of mandatory compensated training + 3 holidays • Up to 5 hrs X "180" days = up to 900 hrs 	\$13.80 / hour	\$23.00 / hour

Secretary 1 & 2 (12 month/full-time) <ul style="list-style-type: none"> • 8 hr day / 40 hr week • 12 months = 260 days • 8 hrs X 260 days = 2,080 hrs 	\$14.80 / hour	\$24.00 / hour
Secretary 3 & 4 (12 month/full-time) <ul style="list-style-type: none"> • 8 hr day / 40 hr week • 12 months = 260 days • 8 hrs X 260 days = 2,080 hrs 	\$15.30 / hour	\$26.00 / hour
We recommend ELIMINATION of classification and reclassify the position ParaProfessional 1 Transportation Aide (9 month/part-time) TBD hr day / TBD hr week 9 months = Student Days TBD hrs X 180 Student Days = TBD hours	Reclassify to Para 1	
We recommend ELIMINATION of the classification. We will then add another Sec 3. 1 position, in place of this position. 1 for 1. This position is currently unfilled. Technology Specialist 8 hr day / 40 hr week 12 months = 260 days 8hrs X 260 days = 2,080 hrs	Eliminate	
Utility Worker (12 month/full-time) <ul style="list-style-type: none"> • 8 hr day / 40 hr week • 12 months = 260 days • 8hrs X 260 days = 2,080 hrs 	\$15.00 / hour	\$25.00 / hour

Paraprofessional 1 - does not have an associates degree or greater
Paraprofessional 2 - has an associates degree or greater

The Union and the district understand that in order to hire a new employee that the District has the right to hire the employee above the minimum rate for the position. It is also agreed that the District shall make it's best efforts not to exceed the hourly rate of current employees in that classification. Shall the District hire a new employee at a rate higher than those currently employed in said classification, the District shall raise the hourly rates of current said employees to the hourly rate given to the new hire. For the term of this contract, the minimum rates established in the above pay scale shall remain in place.

SECTION 2

Current employees in the above classifications who as of June 30, 2022, do not yet meet the July 1, 2022 proposed minimum hourly rate, shall be moved one time to the new minimum hourly rate on July 1, 2022. In addition, they shall receive the July 1, 2022 hourly increase as indicated below.

Employees shall receive a \$1.25 per hour increase on July 1, 2022. Employees shall receive a \$1.00 per hour increase on July 1, 2023. Employees shall receive a \$1.00 per hour increase on July 1, 2024. Employees shall receive \$1.00 per hour increase on July 1, 2025.

SECTION 3 Per Building

Custodians/Maintenance Shift Differential:

2nd Shift Plus \$0.30/hr.

3rd Shift Plus \$0.50/hr.

Lead Custodian = Plus \$0.50 /hr

SECTION 4

Effective on or after ratification of this Collective Bargaining Agreement, any member of the Bargaining Unit who accepts a position in another job classification covered by this Collective Bargaining Agreement will retain that member of the Bargaining Unit's hourly rate prior to moving to the new job classification or the new established hourly rate for the job classification, whichever is greater. The EMPLOYER'S past practices with respect to treating a member of the Bargaining Unit who accepts a job in another job classification will cease following ratification of this Collective Bargaining Agreement.

ARTICLE 33 PERSONAL AND EMERGENCY DAYS

SECTION 1

All full time employees shall be entitled to two (2) personal days per year. Bargaining Unit members may carry over up to two (2) personal days for a total of (5) personal days at the beginning of the school year. 12 month part time employees shall be entitled to four (4) personal days per year. Bargaining Unit members may carry over up two (2) personal days for a total of six (6) personal days at the beginning of the school year. No more than 10% of the bargaining unit will be permitted to be on a personal day at the same time. All requests for personal days will be approved on a first come, first signed basis. The District reserves the right to reasonably deny employees request for personal leave based on the need of the District and the departments of the employee(s) requesting the personal leave of absence.

SECTION 2

All full time or 12 month part time employees shall be entitled to one (1) emergency day per year, which can be converted to a sick day if not used. Employees will state in writing the purpose of

the use of an emergency day. Final approval for payment of an emergency day is at the discretion of the superintendent.

SECTION 3

All personal and emergency days will be taken in half (1/2) day increments.

ARTICLE 34 SAFETY AND HEALTH CLAUSE

SECTION 1

The EMPLOYER shall adhere to all laws and ordinances, all policies and directives of the School Board concerning safety and health of employees.

ARTICLE 35 CREDIT UNION PROGRAM

SECTION 1

The Board shall provide for Bargaining Unit members to participate in a payroll deduction program with a credit union to be designated by the Bargaining Unit.

SECTION 2

Bargaining Unit member may begin participation or change the level of participation in such program only by so specifying in writing to the superintendent, not less than thirty (30) days in advance of the time such participation is to be initiated or changed, and such changes or initiation of participation shall be commenced only in the first pay period next following the first day of a new calendar quarter.

ARTICLE 36 AUTOMOBILE USE

SECTION 1

Bargaining Unit members who may be required to use their own automobiles in the performance of their duties and bargaining unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the current IRS rate per mile during the term of this agreement.

ARTICLE 37
EDUCATIONAL REIMBURSEMENT

SECTION 1 UNDERGRADUATE CREDITS

The Board shall reimburse each Association member thirty (\$30) dollars per credit for undergraduate credits that are outside of an Association member's current job assignment. The Board shall pay full reimbursement for tuition paid by Association members taking undergraduate credits in their field up to a cumulative maximum of fifteen (\$1500) dollars per Association member, per fiscal year. Expenses incurred for undergraduate credits exceeding fifteen hundred (\$1500) dollars for any one fiscal year will not be reimbursed.

SECTION 2 REQUIREMENTS FOR REIMBURSEMENT

- A. Credits must be taken at an accredited institution of higher learning.
- B. An official transcript or the grade report and a canceled check must be submitted to the Superintendent's office. Payment for credits shall be made within a period of not more than sixty (60) days.
- C. A grade of B/ 3.0 or better or "pass» in the pass/fail courses, must be attained to qualify for reimbursement.
- D. Reimbursement of credits accrued during the present school year and one year prior will have 100% payback by the employee should the employee leave PGASD at the end of this time.
- E. Reimbursement of credits accrued during the present school year and the two years prior will have 75% payback by the employee should the employee leave PGASD at the end of this time.
- F. Reimbursement of credits accrued during the present school year and the three years prior will have 50% payback by the employee should the employee leave PGASD at the end of this time.
- G. After four years, there will be no payback to the district. Anyone leaving within this time period will be subject to multiple year(s) payback as described above.

ARTICLE 38
PAL DEDUCTIONS

Employer will deduct voluntary contributions to the AFSCME Political and Legislative Fund from those employees who give written authorization to the Employer to do so and in that amount set forth in the written authorization. Employer shall remit the aggregate deductions, together with a statement setting forth for whom the deductions were made. Said remittance and statement shall

be mailed not later than the tenth (10th) day of the month that follows the month during which said deductions were made. In the event that the District's financial institution adds fees or service charges specific to PAL remittance transactions, these fees will be passed on at face value to AFSCME for full reimbursement to the district.

ARTICLE 39
NEW EMPLOYEE ORIENTATION
AND NOTIFICATION

SECTION 1

- a. The Union shall be given the opportunity to access new employees during the agency orientation process.
- b. The Union shall provide a single point of contact to which the Employer will provide a timely copy of the written notice confirming an employee's hire or transfer into a position represented by the Union.
- c. The Union shall be given up to one (1) hour during new employee orientation to address bargaining unit members and distribute materials. The Employer will provide reasonable written notice of such orientation and will provide the Union with an electronic list of expected participants in advance of the orientation. The Union may select a reasonable number of employee representatives from within its bargaining units to attend the orientation during paid work time to participate in the Union's presentation to new employees, subject to management's responsibility to maintain efficient operations.

SECTION 2

The employer shall provide a list of all bargaining unit members and their affiliation to the Union (District Council 89 Representative), member or non-member, along with their hourly rate and status of full-time or part-time on a monthly basis. If the employee is part-time the employer shall provide in this list the hours per day and days per year for such employee.

ARTICLE 40
TERM OF AGREEMENT AND EFFECTIVE DATE

SECTION I

The term of this Agreement shall begin on July 1, 2022, unless otherwise set forth herein, and shall continue in full force and effect until June 30, 2026, or until such later date until the two parties may here and after agree to be the extended date. Any such extended date shall be evidenced by an Amendment to which both parties shall signify approval by affixing their signatures thereto.

The parties hereto, through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunto set their hands this day of 19th May 2022.

PINE GROVE AREA SCHOOL DISTRICT

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO


















