COLLECTIVE BARGAINING AGREEMENT

Between

Lower Dauphin School District

And

AFSCME District Council 90

July 1, 2024 – June 30, 2027

TABLE OF CONTENTS

		Page
AGREEMENT		2
ARTICLE I	Intent and Purpose	2
ARTICLE II	Recognition	2
ARTICLE III	Management Rights	3
ARTICLE IV	Labor Peace	3
ARTICLE V	Grievance Procedure	4
ARTICLE VI	Probationary Period	7
ARTICLE VII	Wages	7
ARTICLE VIII	Hours	9
ARTICLEIX	Leaves of Absence	11
ARTICLE X	Insurance Protection	15
ARTICLE XI	Holidays	22
ARTICLE XII	Retirement Benefits	22
ARTICLE XIII	Transfers and Reassignments	22
ARTICLE XIV	Personnel Files	23
ARTICLE XV	Discipline	23
ARTICLE XVI	Safety and Health	24
ARTICLE XVII	Seniority	24
ARTICLE XVIII	Layoff or Furlough	25
ARTICLE XIX	Miscellaneous Provisions	25
ARTICLE XX	Statutory Savings	26
ARTICLE XXI	Work Related Injuries	26
ARTICLE XXII	Retirement Severance	27
ARTICLE XXIII	Meet and Discuss	27
ARTICLE XXIV	Dues Deduction	27
ARTICLE XXV	Effective Date of Agreement	28
ARTICLE XXVI	Maintenance of Membership	28
ARTICLE XXVII	Duration of Agreement	29
APPENDIX "A"	Grievance Form	30

AGREEMENT

This Agreement shall be between the Board of School Directors of the Lower Dauphin School District (hereinafter referred to as "LDSD") and Council 90 of the American Federation of State, County and Municipal Employees, a labor organization (hereinafter referred to as "AFSCME" and/or as the "Union.") This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE I
Intent and Purpose

It is the intent and purpose of the parties hereto to set forth herein their Agreement covering wages, hours and other terms and conditions of employment to be observed by both parties and to provide a procedure for a prompt, equitable adjustment of alleged grievances.

ARTICLE II
Recognition

AFSCME is recognized as the exclusive representative for collective bargaining purposes of employees within the classifications established by certifications of the Pennsylvania Labor Relations Board in Case No. PERA-R-96-311-E and in accordance with the provisions of the Pennsylvania Public Employee Relations Act.

This agreement pertains to those employees in the following classifications: Custodian, Crossing Guard/Custodian, Part-time Custodian, Head Custodian, Skilled Maintenance, and General Maintenance. Temporary employees are not considered part of the bargaining unit.

LDSD recognizes and will not interfere with the right of its employees to become members of AFSCME, nor discriminate against them for becoming members.

The Union shall be given the opportunity to access new employees after their hiring by the District.

AFSCME agrees that no employee or agent shall engage in any union activity on the property of the LDSD or on LDSD time, except as provided for in other provisions of this Agreement, or interfere with the right of an employee to refrain from becoming a member.

Prompt notification of changes in officers and representatives shall be given to the LDSD.

ARTICLE III
Management Rights

LDSD, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, except as limited by this Agreement, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the Commonwealth of Pennsylvania.

The adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

These inherent management rights shall include, but are not limited to, such areas of discretion or policy as the functions and programs, standards of services, its overall budget, utilization of technology, organizational structure, and selection and direction of personnel.

LDSD reserves the right to sub-contract any work done by a bargaining unit member. This includes the use of students and/or LDSD staff for summer employment. Any supervisor is permitted to do the work of a bargaining unit member; however, LDSD agrees that it will not subcontract work that directly results in the furlough of a bargaining unit employee.

LDSD will seek to sub-contract seasonal outside care of HS/MS/DAC campus (mowing, seeding, etc.)

In the event a merger of school districts is a possibility, LDSD will meet with AFSCME to discuss the process for a successor agreement.

ARTICLE IV
Labor Peace

When used herein, the term "Strike" shall be defined as a concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

The Union agrees that members of the bargaining unit shall not engage in a "Strike" or work stoppage (as that term is defined above) during the term of this Agreement, nor shall any member of the bargaining unit or their representative assist or encourage any such "Strike" or work stoppage.

LDSD agrees that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

ARTICLE V
Grievance Procedure

A. Definitions

1. Grievance: a grievance is hereby defined: a grievance is hereby defined as an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.
2. Grievant: a grievant is one who is submitting a grievance as defined above on behalf of himself/ herself, a group, or the bargaining agent.
3. Days: days shall mean days when the LDSD offices are officially open for business, excluding weekends and legal holidays.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to problems which may from time to time arise out of the misapplication, misinterpretation, or violations of any of the provisions or terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

C. Time Limits/Failure to Act

1. A grievance, in order to be considered, must be filed within fifteen (15) days of the date on which the grievance occurred. The failure of the grievant(s) to meet the required time limit will render the grievance to be considered resolved. All time limits may be extended by mutual agreement in writing.
2. Failure on the part of LDSD, or its representative(s), at any step in the procedure to communicate its decision in writing within the specified time limit shall permit the grievant to proceed to the next higher step.
3. Failure of the grievant or the appropriate Union representative to proceed to the next higher step of this procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The time limits referenced in this paragraph shall begin when the Union receives the District's decision.

D. Representation

1. An aggrieved employee may be represented at any or all steps of the grievance procedure by a representative of the Union, or by him/herself. Whenever an employee is not represented by the Union, the Union shall be notified and have the right to be present at any or all such meetings or resolutions. Notwithstanding the foregoing, only the Union or LDSD may appeal a grievance to arbitration and only the Union may represent the employee during the arbitration process.
2. Either party may request and have present a reasonable number of witnesses to appear on his/her behalf.

E. General

1. An individual grievance may be countersigned by more than one employee and processed as a single grievance. The resolution of such grievance shall be applied to all signatures.
2. The Union may file a grievance affecting a group or class of unit employees or involving the discipline of an employee at Step III. This grievance shall be reduced to writing, including a description and/or roster of the employees represented by the grievance.

F. Hearings

Hearings or conferences held under this grievance procedure shall be conducted at a time and place established by LDSD which shall afford an opportunity for the grievant(s) and his/her representatives, if any to attend.

G. Grievance Forms

All formal grievances shall be submitted in writing on a form prepared and provided by the LDSD. The form will be reviewed by the Union and LDSD prior to utilization. This form shall include, but not be limited to the following information:

1. name of grievant(s);
2. identification of specific provision(s) of this Agreement involved in the grievance;
3. date and time grievance occurred;
4. place where the alleged events or conditions constituting the grievance existed;
5. the date on which the written grievance was filed with the building principal or designee;
6. a statement describing the grievance and a description of the redress sought by the grievant; and
7. the signature(s) of the grievant(s).

H. Procedure

Step I - Informal Conference:

If any employee believes he/she has a justifiable grievance under the terms and conditions of this Agreement, said employee and the union representative should first attempt to resolve the matter informally with the immediate supervisor. If such an attempt is unsuccessful, the employee may proceed with the formal grievance procedure.

Step II - Immediate Supervisor:

If the matter is not satisfactorily resolved in the informal conference, then within fifteen (15) days the complaint shall be reduced to writing on the form provided. The employee shall sign the grievance and state the remedy requested. It should then be presented to the grievant's immediate supervisor formally, for his/her answer in writing. The immediate supervisor shall record his/her answer on the form and return it to the grievant within fifteen (15) working days.

Step III - Superintendent:

If the grievance has not been resolved satisfactorily at Step II, the grievance appeal may be filed within fifteen (15) working days with the Superintendent. The Superintendent or his/her designee may hold a meeting to resolve the grievance at his/her discretion and after his/her investigation shall record his/her answer to the grievance and return it to the grievant or the local president and the Union representative within fifteen (15) days from the date of submission of the grievance to this step.

Step IV - Board of School Directors:

If the grievance has not been resolved satisfactorily at Step III, the grievance shall be appealed in writing to the Board of School Directors within fifteen (15) days. The School Board shall arrange for a hearing with representatives of the School Board within thirty (30) days of the receipt of the written appeal. The School Board shall communicate its decision to the grievant(s) within fifteen (15) days following the hearing, to include the reason(s) for the decision.

Step V - Arbitration:

If the grievance is not considered satisfactorily resolved, within fifteen (15) days of the written answer at Step IV, the Union may submit the grievance to binding arbitration as provided by and in accordance with the Public Employee Relations Act, Act 195, Article IX, Section 903. The arbitrator shall be selected by mutual agreement of the Union and LDSD. If these two parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the Bureau of Mediation and the parties shall then be bound by Article IX, Section 903 (1) of the Act, Act 195. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceeding shall pay for the record and make a copy available without charge to the arbitrator. The arbitrator will issue an award within thirty (30) calendar days following the close of the record.

Limitations of the Arbitrator:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, change, amend or modify any of the items of this Agreement, nor shall the arbitrator substitute his/her discretion for that of LDSD where such discretion has been retained by the District by provision of this Agreement.
2. The arbitrator shall consider this Agreement on the basis of its specific content and shall be limited to the specific terms of this Agreement.

Written Decisions:

Decisions rendered at levels I, II and III of the grievance procedure shall be in writing setting forth the decision and reasons therefore, and shall be transmitted promptly to all grievants.

ARTICLE VI
Probationary Period

Employees will be initially employed for a probationary period that shall be Ninety (90) calendar days. A working day shall not include days in which a probationary employee is off from work for holidays, summer break or unpaid leave.

During the period of probationary employee, an Employee's employment may be terminated at any time with or without cause, with or without notice, and without the opportunity for a hearing before the Board of School Directors.

During the probationary period of employment, a new Employee will not be entitled to use paid leave (sick leave, family sick leave, or vacation days), although same will accrue during the probationary period and may be used by the Employee in accordance with Article 5, but only upon the successful completion of the probationary period. The only forms of paid leave applicable during probationary periods are bereavement leave, court and jury duty leave, and paid holidays.

ARTICLE VII
Wages

A. Beginning July 1, 2024, the hourly rate increases for the 2024-2025, 2025-2026 and 2026-2027 school years for the classifications covered by this agreement and for those employees employed during the 2024-2025 school year will receive the following hourly wage increase upon satisfactory performance evaluations in the year designated in the chart below:

	2024-2025	2025-2026	2026-2027
Maintenance	$ 2.00	$1.00	$.75
General Maintenance	$ 2.00	$1.00	$.75
Head Custodian	$ 2.00	$1.00	$.75
Custodian	$ 2.00	$1.00	$.75

Beginning July 1, 2024 and the succeeding school year, the starting hourly rate for new employees hired will be:

	2024-2025	2025-2026	2026-2027
FT Skilled Maintenance*	$21.75	$22.75	$23.50
FT General Maintenance	$18.95	$19.95	$20.70
FT Custodian	$16.95	$17.95	$18.70
PT Custodian/Substitute	$16.85	$17.85	$18.60

*Will pay competitive rates for specialized certifications. The union will be consulted prior to the District offering a higher starting wage.

Custodian/Crossing Guard Assignment will receive the following stipend for the school year; Middle School: $1,500 (am & pm) Nye Elementary School: $1,000 (am & pm) and Afternoon Middle School assignment: $1,000.

B. Part-time Custodians and Substitute Custodians will receive the annual increase based upon their performance evaluation.

C. After five (5) years of service to the LDSD, each full-time employee maybe reimbursed for up to three (3) unused vacation days at his/her per diem rate. Notification for pay for unused vacation days needs to be submitted by June 30, to be paid on the first pay in July.

D. Any bargaining unit employee who is rated unsatisfactory will receive no salary increase.

E. Employees shall be given a written notice of their salaries for the coming year no later than June 30 of that year.

F. Employee(s) shall receive their annual compensation over twenty-four (24) pay periods, which will occur on the 15th of the month and the 30th of each month. On those occasions when the dates occur on a day on which employees are not required to work, pay checks will be delivered on the work day immediately preceding those dates, unless that original pay day has been cancelled due to an unforeseen condition.

G. All employees will receive their compensation through the use of direct deposit.

H. A full-time employee is defined to be one who is scheduled to work twelve (12) months per year and at least seven and one half (7.5) hours per day; and "part-time" if he/she is regularly scheduled to work less than seven and one half (7.5) hours per day or less than twelve (12) months. An employee will be considered a "substitute" if he/she is called in to work a shift on an as need basis, contingent upon their availability.

I. District will assign one Head Custodian and one Floater Custodian. Head Custodian will receive $2,000 stipend. The Floater Custodian will receive a $1,250 stipend. The stipend will be added to their salary upon hiring. They will maintain this yearly stipend in their salary for as long as they serve in the position. If the staff member no longer serves in this capacity the stipend will be removed.

ARTICLE VIII
Hours

A. Work Day

1. The work day for full-time employees shall be eight (8) consecutive hours exclusive of the thirty (30) minute unpaid lunch period The work day for full- time employees regularly assigned to night shift shall be eight (8) consecutive hours including a thirty (30) minute paid lunch period.

2. The daily schedule will be determined by LDSD.

3. LDSD reserves the right to change these hours with one week's notice. However, the one week's notice may be waived in an emergency or other urgent situation. If the efficiency of the operations is not adversely affected, such changes will be offered to employees on a rotating basis. A determination of "efficiency" is to be determined by LDSD.

4. The normal work week for the majority of bargaining unit members shall consist of forty (40) hours and shall begin at 12:01 AM on Monday and shall be five (5) consecutive days. LDSD reserves the right to modify the work week to ensure coverage on Saturday and Sunday. The Saturday/Sunday schedules will accommodate building coverage needs at district buildings, as well as for district events during the school year. Employees hired prior to June 30, 2024, may apply but will not be required to move into this designated shift. The normal work week during the designated "summer" period shall be forty (40) hours including lunch and shall normally consist of four (4) consecutive days.

5. The normal work year for all employees in the unit shall not exceed two hundred sixty (260) days, exclusive of Board approved holidays.

6. A rest period of ten (10) minutes for each period of four (4) consecutive hours worked shall be granted to each full-time employee, such rest period times to be determined by LDSD.

B. Overtime

1. Time and one-half (1½) shall be paid for all hours worked in excess of forty (40) hours in a work week.

2. Only hours actually worked and rest periods shall be treated as "hours worked" for purposes of computing overtime. "Hours worked" will not include sick leave, vacation, or lunch periods for purposes of computing overtime.

3. LDSD reserves the right to determine whether to make overtime assignments and is not required to make overtime assignments for absenteeism and/or open positions.

4. Overtime normally assigned to employees in the building where the overtime exists shall be voluntary and shall first be offered to employees in that building/area of assignment. However, in the event that there are a lack of volunteers, the employer may seek volunteers from outside that building/area of assignment or assign affected employees at the discretion of LDSD. If the efficiency of the operations is not adversely affected, such assignments will be made on a rotating basis within each area of assignment/building. A determination of "efficiency" is to be determined by LDSD. In the event there are no volunteers for overtime, LDSD Administration reserves the right to mandate overtime on a rotating basis from least senior bargaining unit members. Refusal of mandated overtime is subject to disciplinary action.

5. Overtime assignments of an emergency nature will be made at the discretion of LDSD.

6. When an employee is scheduled overtime, he/she is required to be in attendance at work on previous day (not vacation or sick.)

7. Notice of overtime assignments will come from the Supervisor of Maintenance, Supervisor of Grounds & Custodial or his/her designee or the building principal

8. Employees required to travel between buildings to accomplish an overtime assignment shall remain in active pay status during said travel time.

9. Employees who are required to work on the seven (7) Board established school holidays (Thanksgiving Day, Christmas Day, New Year's Day, Good Friday (unless used as a student day), Memorial Day, Independence Day, and Labor Day, shall be paid at a rate of twice their regular hourly rate for the hours worked on those days. In

addition, employees who are required to work on the day after Thanksgiving will be granted the Monday after Thanksgiving as the holiday.

a. During the designated "summer" period if the Independence Day holiday falls on a Friday it will be observed on Thursday or the fourth consecutive work day.

10. Employees may utilize compensatory time in lieu of overtime hours worked if mutually agreed upon by the employee and LDSD. Such compensatory time shall be at the rate of one and one-half (1½) hours of compensatory time for each overtime hour worked.

11. If an employee reports for overtime and the event has been cancelled with no previous notification to the employee, the employee will receive two (2) hours pay.

C. Inclement Days and Other Urgent Situations

Although school may be canceled due to inclement weather or other urgent situations, maintenance and custodial employees are expected to report to work. In the case of emergency weather or other emergency, the District will notify employees of their work schedule or cancellation through the use of an established phone

Where bargaining unit employees are excused from working due to a declared emergency by the Superintendent and are paid notwithstanding the excused absence, those employees who are called to work will not receive extra compensation beyond their normal pay. If emergency conditions prevent employees from reporting to work, said employee, with the approval of the immediate supervisor, will be charged with a vacation leave day or uncompensated leave if the employee has no accrued vacation leave.

ARTICLE IX
Leaves of Absence

A. Sick Leave

Full-time bargaining unit members are eligible for sick leave days. Sick leave for personal illness shall be allowed and earned at the rate of one (1) day per actual month of service for all full-time employees from the date of employment until the following July 1.

- On July 1, 2024, twelve (12) days sick leave shall be allowed.
- On July 1, 2025, twelve (12) days sick leave shall be allowed.
- On July 1, 2026, twelve (12) days sick leave shall be allowed.

*At the member's discretion, they may utilize an existing sick day as a personal day, one (1) time per year.

**The member is not required to convert a sick day to a personal day each year. If a sick day is not converted to a personal day, the member will not lose a sick day that year.

A physician's certificate is required for illnesses for more than three (3) consecutive days but may be required for illnesses of lesser days at LDSD's discretion if abuse of sick leave

is suspected. At its discretion, the District may also require a physician's certificate for employees who have used all available sick leave. Failure to provide the physician's certificate, when necessary or when requested, under these conditions, will result in loss of wages and a loss of a number of sick days equal to the length of absence.

A full-time employee shall be entitled to use six (6) of his/her accumulated sick leave days per year to care for a member of the immediate family during an illness or on the day of surgery of that family member. The "immediate family" is defined to include the employee's grandparents, grandchild, father, mother, brother, sister, son, daughter, spouse, parent-in-law, a near relative who resides in the same household as the employee or any person with whom said employee has made his/her household at the time of illness or surgery.

Those bargaining unit members who are employed in the dual position of crossing guard/custodian and work eight (8) hours per day, one hundred eighty (180) days a year, are eligible for sick leave days. No sick leave will be earned during a ninety (90) calendar day probationary period. Upon the completion of ninety (90) calendar days of employment, sick leave for personal illness shall be allowed and earned at a rate of one-half (½) day per actual month of service for all full-time regular employees from one (1) month after the date of employment until the following July 1. On each succeeding July 1, five (5) days sick leave shall be allowed. A physician's certificate is required for illnesses for more than three (3) consecutive days but maybe required for illnesses of lesser days at the Board's discretion if abuse of sick leave is suspected. At its discretion, LDSD may also require a physician's certificate for employees who have used all available sick leave. Failure to provide the physician's certificate, when necessary, under these conditions, will result in a loss of wages and a loss of number of sick leave days equal to the length of absence.

1. Unused sick leave will be cumulative from year to year.
2. Employees requesting an unscheduled absence must contact the Support Services Secretary prior to the absence.
3. LDSD shall provide each bargaining unit member with a written account of all accumulated sick leave days no later than July 30 of each year.

B. Jury Duty

Absences for jury duty shall be excused. The employee who is summoned for jury duty shall make a request for a leave of absence through the "Employee Staff Leave and Absence" form, accompanied by a copy of the jury duty notice, immediately upon receipt of notice of jury duty service. The wages paid by LDSD during such absences shall be at the employee's regular rate, less the fee paid by the court for such service, exclusive of transportation allowance. A check made out to LDSD for the fee paid by the court must be received at the District Office no later than five (5) days after receipt of the check from the court. A copy of the itemization of the court payment must accompany the check.

C. Family Medical Leave

1. The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). Neither LDSD nor the employees waive the right to exercise any prerogative or right under the act.
2. If both spouses are employed by LDSD, each employee shall be individually entitled to all rights.
3. A year for FMLA purposes shall be deemed to begin July 1 of each year and end June 30.

D. Uncompensated Leave of Absence

Employees may be granted leave without pay at the sole discretion of LDSD.

E. Bereavement Leave

1. Immediate Family

   A full-time employee shall be entitled to five (5) school days, the equivalent of 40 hours, of leave of absence with pay because of the death of a member of the immediate family of such employee. The term "immediate family" is defined to include the employee's grandparents, grandchild, father, mother, brother, sister, son, daughter, spouse, parent-in-law, son-in-law, daughter-in-law, a near relative (as defined below) who resides in the same household as the employee or any person with whom said employee has made his/her home at the time of said death. LDSD has the right to request verification of said death within a week's time. Based on the family history and circumstances, "immediate family" may include a step-father, step-mother, step-brother, step-sister, step-son, and step-daughter.

2. Near Relative

   A full-time employee shall be entitled to one (1) school day of leave of absence with pay because of the death of a near relative of such employee. Such day shall be defined as the day of the funeral. An employee desiring such leave shall request the same through the LDSD Superintendent or his/her designee. The term "near relative" is defined to include the employee's first-cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, and spouse's grandparents. LDSD has the right to request verification of said death within a week's time.

3. Extended Travel

   In the event that an employee is entitled to bereavement leave under the Near Relative conditions listed above for a one (1) school day of leave, and providing that extended travel of 400 miles or more round trip is necessary, the employee shall be entitled to one (1) additional day of absence with pay.

F. Released Time for Meetings

1. If any representative of the Union, or any employee in the unit is scheduled during her/his working hours for grievance proceedings or conferences and meetings at the request of LDSD, he/she shall suffer no loss in pay.

2. LDSD will provide a maximum number of three (3) bargaining unit members with time off with pay to attend LDSD contract negotiating sessions.

3. Lower Dauphin Administration will provide an opportunity for the Union to Convene a total of four (4) times per school year for the sole purpose of addressing Union matters. The dates and times of the meetings will be mutually agreed upon by the Union and the LDSD Administration. Each meeting will be one hour in duration. The work time missed by Union members to attend the meeting will not be required to be made up. Dates will be announced prior to July 1st.

G. Vacation Leave

1. Only full-time bargaining unit members are eligible for vacation leave. No vacation is earned during the first ninety (90) calendar days of employment which is a probationary period. Upon satisfactory completion of the probationary period the accumulated vacation as earned in subparagraph G2 below may be taken. In a partial year of employment, vacation time will be prorated.

2. Paid vacation shall be earned according to the chart shown below:

Years of Service	**Vacation Days**
Less than 6 years of service	12 days
6 years to 15 years of service	15 days
16 years of service	16 days
17 years of service	17 days
18 years of service	18 days
19 years of service	19 days
20+ years of service	20 days

Vacation time is not increased until July 1 of the year following completion of the designed years of service.

3. Vacation schedules will be approved by the Supervisor of Maintenance or Supervisor of Grounds & Custodial. To keep educational services at an efficient level in all areas, the procedures in vacation schedule preparation will be as follows:

   a. Employees will schedule vacation in each area so as to insure adequate coverage. With the exception of an emergency, vacation must be requested at least two (2) weeks in advance. Employees will be allowed to schedule up to three (3) vacation days with only a 48-hour advance notice per year. When emergency vacation is requested, the reason for the request must be disclosed at the time of the request, and LDSD reserves the right to ask for verification and deny the request based on the failure of adequate verification or because the verification does not constitute an emergency as determined by LDSD.

b. Approval for vacation and personal days (days flexed from sick days) will be limited to four (4) members on any given day. Days will be approved based on date of receipt of request. If (2) or more requests are made on the same date and the requests would exceed four (4) members the employee with the longest service has preference. Requests may be accepted for the fiscal year (July 1 – June 30) on the first business day after June 30.

4. LDSD reserves the right to close down the operation for vacation purposes for a maximum period of one (1) week.

5. Termination Policy (Earned Vacation):
Upon termination of employment, an employee will be paid for the prorated earned amount of vacation days but not used as of the date of termination. In the event that the employee has used more vacation leave than has been earned, the appropriate amount will be deducted from the last paycheck.

H. Military Leave

If called for active duty, including training periods, the employee will be granted a leave of absence.

I. Volunteer Firemen

An employee who is a volunteer fireman may be granted paid leave of absence to actively fight serious structure fires within Lower Dauphin communities with their assigned fire companies if there is two (2) or more custodial staff on duty in the building and with prior administrative approval.

Article X
Insurance Protection

A. Healthcare Insurance

LDSD is permitted to use a Third Party Administrator to handle the claims within the District through the use of confidential district personnel.

LDSD shall provide hospital and healthcare coverage for each full-time employee and his/her eligible dependents as provided by an insurer or insurers selected by LDSD. Those bargaining unit members who work only one hundred eighty (180), eight (8) hour days are eligible for the individual medical insurance described above.

Healthcare Insurance will terminate on the last day of the employment with the District, not at the end of the last day of the month employed by the District.

Spousal Coverage

The District will make coverage for insurance benefits available to spouses of employees in limited circumstances. Spouses who work for and are entitled to receive benefits from the following entities will not be eligible for LDSD medical coverage: Federal

Government and Military; Commonwealth of PA; County Government; and Public School Districts, charter and cyber schools, and higher education.

If the District employee's spouse is provided healthcare insurance coverage through LDSD, he/she is responsible to pay the following amount per pay (24 pays per year) as a Spousal Surcharge.

School Year	**2024-25**	**2025-26**	**2026-27**
Spousal Surcharge	$60	$65	$70

Medical Insurance Plan Options:
Details are provided on page 16-18.

OPTION 1: PPO
The PPO medical insurance provided will contain a major medical deductible of the following:

School Year	**2024-25**	**2025-26**	**2026-27**
Individual Plan In-Network	$ 300	$ 400	$ 400
Family Plan In-Network	$ 600	$ 800	$ 800
Individual Pharmaceutical	$ 50	$ 50	$ 50
Family Pharmaceutical	$ 200	$ 200	$ 200
Individual Plan Out-of-Network	$ 600	$ 800	$ 800
Family Plan Out-of-Network	$ 1,200	$ 1,600	$ 1,600

Employees shall be responsible for the following co-pays:

- Doctor Visit/ Medical Procedure Co-pay: $20
- Specialist Visit/Urgent Care Co-pay: $40
- Hospital Emergency Room Co-pay: $100
- Prescription Drugs:
  - Co-pay: $8/Generic, $35/Brand Formulary, $50/Brand Non-formulary, $70/Specialty Drug
  - Co-pay Mail-in (3 month supply) $16/Generic, $70/Brand Formulary, $100/Brand Non-formulary, $140/Specialty Drug

Employee Cost Share Effective July 1, 2024 and Thereafter:
There will be a cost share per pay as listed in the chart on the next page for employee, employee and dependent, or employee and dependents (not including spouse) effective July 1, 2024 and thereafter to be paid through payroll deduction or direct payment in a timely manner by the Employee where payroll deduction is not available.

PPO Cost Share

School Year	2024-2025		2025-2026		2026-2027	
	Wellness	No Wellness	Wellness	No Wellness	Wellness	No Wellness
Individual	$12	$30	$15	$40	$18	$50
Parent/Child	$20	$50	$25	$60	$30	$75
Two People	$25	$60	$30	$70	$35	$85
Parent/Children	$30	$70	$35	$80	$40	$95
Family	$35	$80	$40	$90	$45	$115

In the 2019-2020 school year, a Wellness Committee was convened, consisting of three (3) District representatives, assigned by the Superintendent, and three (3) representatives from AFSCME to create and implement a fair and reasonable wellness program for which all AFSCME members have the opportunity to qualify.

OPTION 2: Qualified High Deductible Health Plan (QHDHP) with Health Savings Account (HSA)

The Qualified High Deductible Health Plan defines a family as two (2) of more individuals. The QHDHP medical insurance provided will contain a medical deductible of:

School Year	2024-25	2025-26	2026-27
Individual Plan In-Network/Out-of-Network	$ 1,600	IRS Minimum	IRS Minimum
Family Plan In-Network/Out-of-Network	$ 3,200	IRS Minimum	IRS Minimum

If required by IRS action, the QHDHP deductible amount shall increase to match the minimum IRS guidance to maintain a qualified plan.

LDSD will contribute the following funds into an HSA for an employee enrolled in two payments processed by the second pay in October and the second pay in May. New employees to the district shall receive their lump sum into his/her HSA after the 90-day probationary period.

School Year	2024-25	2025-26	2026-27
Individual Plan Contribution by LDSD into HSA	$ 750	$ 750	$ 750
Family Plan Contribution by LDSD into HSA	$ 1,500	$ 1,500	$ 1,500

The below schedule for the proration of contributions will be used for newly hired Employees and/or Employees who have a change in health benefit option from Employee only to some other category (such as, Employee and one (1) child, Employee and spouse, etc.)

First Day of Employment	Percentage of Full Contribution*
On or before August 31	100%
September 1 – October 31	90%
November 1-December 31	75%
January 1-February 28	50%
March 1-April 30	35%
May 1-June 30	15%

Employees who resign/retire from the District on or before December 31 will reimburse the District 50% of the District's contribution for that work year. Exceptions to this repayment may be granted solely by the District Superintendent.

Employee payroll deposits into the HSA are restricted to a single Third Party Administrator that is mutually agreed upon by AFSCME and the Board. Employees shall annually set their payroll contribution amount during the Open Enrollment period which will be deducted over 18 pays from September through May. Employees shall annually set their payroll contribution amount during the Open Enrollment period which will be deducted over 18 pays from September through May.

Preventive care is covered at 100% and is not subject to the deductible.

After the In-Network deductible is met, there are no medical co-pays and there is no coinsurance as the medical insurance plan covers 100% with the exception to a $100 co-pay for Emergency Room Services; however, the Emergency Room Service co-pay is waived if admitted. The annual In-Network Out-of-Pocket maximum is $3,000 Individual and $6,000 Family. After the Out-of-Network deductible is met the medical plan covers 80% and there is no Out-of-Pocket maximum.

After the In-Network Deductible is met, there are retail prescription co-pays of $8/$35/$50/$70 and mail-in prescription co-pays of $16/$70/$100/$140.

Waiver
LDSD agrees to pay to any bargaining unit member who voluntarily terminates insurance coverage with the District in the following insurance waiver:

- Single Waiver = $500
- Spousal Waiver = $1250
- Child(ren) = $500

This payment will be made on the second regularly scheduled payday in May before June 1st. To be eligible for the insurance waiver, the disenrollment must be for a minimum period of one (1) year and the employee must notify the Business Manager in writing on the form provided by LDSD of the intention to disenroll no later than June 1 of the year preceding the year in which disenrollment is desired. If such employee later wishes to re-enroll in a LDSD paid medical insurance they may do so under the condition that they contribute an amount equal to the stipend paid him/her towards the total cost of the plan for the first 12 months of their enrollment. An employee who has re-enrolled and made the contribution of one (1) year becomes eligible to again discontinue coverage and receive the insurance waiver.

In the event that the employee terminates employment with LDSD prior to the one (1) year disenrollment period, LDSD will deduct the prorated portion of the insurance waiver corresponding to the balance of the original year of disenrollment from the last paycheck of the school year. In the event the IRS holds that the annual payments in this or the previous paragraph results in medical benefits being a taxable benefit to all subscribers, such payments shall be discontinued. Employees wishing to terminate coverage with LDSD must show proof of coverage with another entity.

Any bargaining unit member who must re-enroll or newly enroll in LDSD medical plan prior to a full year of disenrollment due to involuntary loss of alternative medical insurance (including a change in marital status) may do so, subject only to limitations imposed by the medical insurance plan or carrier, and provided that the employee shall return to LDSD the prorated portion of the bonus payment corresponding to the balance of the original year of disenrollment.

All future bargaining unit members employed at the beginning of a fiscal year will be given the opportunity to decline insurance coverage subject to the above limitations and shall be paid a prorated portion of the stipend indicated based upon the number of months remaining in the fiscal year. Notification of conditions of coverage is the responsibility of the bargaining unit employee. This notification must be in writing and on the appropriate LDSD form.

In the event that LDSD joins a consortium or self-funded trust for medical insurance, LDSD will be permitted to provide medical insurance through the self-funded trust or consortium so long as the coverage for the bargaining unit is equivalent, but not necessarily equal to the medical insurance plan in existence at the time.

Bargaining unit members who become married to each other or any bargaining unit member employed after July 1, 2001, and who is or subsequently becomes married to a bargaining unit member shall not be entitled to insurance coverage greater than to that to which they would be entitled if they were not married. The insurance will be issued under the name of the spouse whose birthday is closer to January 1 or the retiree if that is the case.

B. Mail Service Drug Plan

As part of the Major Medical Program under the Group Hospitalization Plan, LDSD agrees, at no increase in premium cost to LDSD, to allow bargaining unit employees to participate in the existing Mail Order Drug Plan at the cost listed above. These amounts are subject to change by the insurance provider.

C. Dental Insurance

LDSD shall provide dental coverage for full-time employees and their eligible dependents. This coverage shall be a plan equal or similar to United Concordia Advantage Plus coverage.

LDSD is permitted to self-insure all dental claims if it should choose to do so. LDSD is also permitted to use a Third Party Administrator or handle the claims within LDSD through the use of confidential LDSD personnel.

In the event that LDSD joins a consortium or self-funded trust for dental insurance, LDSD will be permitted to provide dental insurance through the self-funded trust or consortium so long as the coverage for the bargaining unit is equivalent but not necessarily equal to the insurance plan in existence at the time.

Bargaining unit members who become married to each other or any bargaining unit member employed after July 1, 2001, and who is or subsequently becomes married to a bargaining unit member shall not be entitled to insurance coverage greater than to that to which they would be entitled if they were not married. The insurance will be issued under the name of the spouse whose birthday is closer to January 1 or the retiree if that is the case.

D. Life Insurance

LDSD shall provide life insurance for each full-time member of the unit in the amount of Thirty Thousand ($30,000) at the District's cost.

E. Vision Insurance

LDSD shall provide vision coverage for full-time employees and their eligible dependents. This coverage shall be a plan equal or similar to National Vision Administrators coverage.

Exam every 12 months, usual and customary rate, not less than $75 per examination or lower rate as charged by the provider.

Charges:	
Single lenses-every 12 months	$ 80
Bi-focal lenses-every 12 months	$125
Tri-focal lenses-every 12 months	$150
Lenticular lenses-every 12 months	$175
Contacts-every 12 months (medically)	$425
Contacts-every 12 months (cosmetic)	$180
Frames-every 24 months	$125

It is the bargaining unit employee's responsibility to file all claims that are covered under the health and medical insurance provided by the District.

LDSD is permitted to self-insure all vision claims if it should choose to do so. LDSD is permitted to use a Third Party Administrator or handle the claims within LDSD through the use of confidential LDSD personnel.

In the event that LDSD joins a consortium or self-funded trust for vision insurance, LDSD will be permitted to provide vision insurance through the self- funded trust or consortium so long as the coverage for the bargaining unit is equivalent but not necessarily equal to the insurance plan in existence at the time.

Bargaining unit members who become married to each other or any bargaining unit member employed after July 1, 2001, and who is or subsequently becomes married to a bargaining unit member shall not be entitled to insurance coverage greater than to that to which they would be entitled if they were not married. The insurance will be issued under the name of the spouse whose birthday is closer to January 1 or the retiree if that is the case.

F. Section 125/Cafeteria Plan

LDSD agrees to maintain, at Board expense, a Section 125/Cafeteria Plan for the benefit of all bargaining unit members which shall enable employees to set aside funds on a pre-tax basis, within the guidelines established by the IRS, for such expenses as additional medical insurance, life insurance, payment of deductibles, and child care expenses.

Article XI
Holidays

A. The following holidays shall be granted with pay for full-time employees only.

1. Thanksgiving Day
2. Christmas Day
3. New Year's Day
4. Good Friday (unless used as a student day)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Day After Thanksgiving

B. Holiday hours worked for above listed days shall be paid straight time in addition to the holiday pay provided school is not in session.

C. All holidays granted under this Contract are subject to change if school classes are in session. If employees must work on a holiday, the employees will be granted another day off (exception is Good Friday.)

D. In addition to the days listed above, three (3) additional days will be provided each eligible employee during the Christmas break when schools are not in session. Said days will be designated by the Superintendent as additional "holidays" for custodial staff. Such days will not be available should unforeseen conditions necessitate the scheduling of classes for students on those days.

E. Holidays falling on Saturday or Sunday will be observed on the day recognized on the school calendar as adopted by the School Board.

Article XII
Retirement Benefits

It is agreed that retirement benefits will be provided under the provision of the Pennsylvania Public School Employees Retirement System.

Article XIII
Transfers and Reassignments

A. LDSD may transfer any employee to a comparable position in another building. LDSD avers that transfers will not be made arbitrarily. Prior to transfer, the Supervisor of Maintenance or Supervisor of Grounds & Custodial shall advise the employee of the transfer and shall meet with the employee, if requested, regarding the transfer and provide the employee with a reason for the transfer. The duty to meet with the employee under this

provision shall not limit in any way the School Board's total discretion to transfer any employee to a comparable position.

B. Posting Vacancies

1. LDSD agrees to post all full-time vacancies and/or newly created full-time positions in all classifications within the bargaining unit at least seven (7) calendar days or five (5) working days except in an emergency, as determined by LDSD. The position will be awarded on a seniority basis where the employee has the skill and ability to perform the job and exhibits good attendance on a consistent basis.
2. The job posting shall include, but not be limited to: classification, hours worked, location of position, minimum experience and/or background desired, and minimum skills and/or abilities needed to fill the position as determined by the District in order to protect the efficiency and integrity of the operation.
3. Employees shall submit a form of application to the Director of Human Resources if interested in the posted position.
4. Nothing herein shall be construed as any type of guarantee as to job assignment nor as a limitation on the managerial rights preserved to the District by virtue of this Contract and/or law.

Article XIV
Personnel Files

Employees and/or their Union representatives when accompanied by the employee shall be entitled to see the contents of their personnel file, and shall be entitled to insert into the personnel file written comments concerning any material contained therein. A minimum of twenty-four (24) hour notice must be given to the Superintendent or his/her designee.

Article XV
Discipline

A. LDSD shall not discipline an employee without just cause. For purposes of discipline, just cause is defined as the reasons set forth in Section 514 of the School Code. LDSD will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that when insubordination or flouting of authority by an employee in public takes place, the employer shall not be restricted by the operation of this Section.

B. When an employee is notified of discharge or dismissal and when said employee is entitled as a matter of law to request a hearing before the School Board pursuant to Section 514 of the school Code, said employee may process his/her grievance through either the School Code, Section 514 procedure or the Contract Grievance procedure. If the employee elects to invoke the Section 514 procedure, the employee shall not be entitled to institute proceedings under the Contract Grievance Procedure, waiving same through electing to

invoke the Section 514 Procedure. Once the employee has chosen his/her procedure (i.e. the Contract Grievance Procedure or the Section 514 Procedure) then he/she must utilize that procedure exclusively.

C. Vehicle Violations

Personnel who in the course of their duties regularly operate LDSD vehicles other than school buses shall come under certain provisions of the Transportation Department's "Vehicle Code." The specific sections of the Code which shall apply concern violations of the State Motor Code (speeding, reckless driving, etc.) and unauthorized use of school vehicles. Penalties for violation of the Motor Vehicle Code shall be communicated to members of the bargaining unit by the administration in the form of an administrative directive. The suspension periods listed as penalties for certain violations are maximum number of days. The actual suspension period shall be determined by the administration after its review of the incident.

Article XVI
Safety and Health

A. LDSD shall provide protective services and other safety equipment as required by law. Such reasonable safety rules as may be adopted by LDSD shall be adhered to in order to ensure safe work practices and safety for fellow employee and students.

B. Safety Clothing - LDSD will provide, for each employed crossing guard, an allowance of up to $150 per year, per employed crossing guard for necessary safety clothing, upon pre-approval by LDSD. LDSD will provide, for custodial employees, safety goggles, work gloves and back supports as needed and as approved by the Supervisor of Maintenance or Supervisor of Grounds & Custodial.

C. LDSD will provide, for each employed custodial and maintenance employee, three (3) uniform shirts (one of which may be either a collared sweatshirt or a collared uniform shirt) with LDSD logo as needed per year. All employees will be required to wear shirts and will be responsible for the cleanliness of shirts.

D. Protective Personal Equipment **(**PPE) **-** The appropriate PPE will be provided to all members. If a request for PPE is denied, an opportunity to meet and discussion the rationale for the denial will be granted.

E. Gloves **-** All members who work outside the building will be provided leather gloves that are of a quality that protect the employee's hands.

Article XVII
Seniority

Seniority is defined as length of continuous service since last date of hire. Beginning July 1, 2013, for purposes of seniority, one (1) year of full-time employment shall be equal to one (1) year of

seniority and one (1) year of part-time employment shall be equal to one-half (1/2) year of seniority. A year shall begin on July 1 and end on June 30.

Seniority shall not be interrupted by layoff or furlough nor by approved leave of absence provided the employee returns to work within ten (10) days of notification to return.

If LDSD rehires a former employee whose employment had been terminated for reasons other than those stated above, seniority will start at zero.

LDSD shall provide the Union with an itemized seniority list no later than July 30 of each year showing each employee's years of service with LDSD. All service prior to a break in service shall be disregarded for purposes of seniority. Any employee on military leave will remain at same years of experience as at the time they left for duty.

Article XVIII
Layoff or Furlough

A. For purposes of furlough, LDSD shall retain two seniority lists: one for full-time employees and one for regularly scheduled part-time employees. In the event that a part-time employee becomes a regularly scheduled full-time employee, he shall be transferred to the full-time seniority list with proportional credit given for the part-time work performed. In the event of a furlough, LDSD may furlough from either the full-time, or both lists as LDSD shall decide. However, LDSD shall make every attempt to resolve the reduction in force from the part-time employee seniority list prior to utilization of the full-time seniority list. Furloughs will be made within job classification beginning with part-time employees in reverse order of seniority.

B. Layoffs or furloughs of full-time employees shall be made in inverse order of seniority within the job classification affected by the layoff or furlough.

C. LDSD shall establish a preference list for those full-time employees who have been furloughed or are on layoff under the provisions of this Article in the inverse order of such a layoff or furlough. This list shall remain in effect for a period of one year and shall be used in order of seniority to fill vacancies. In the event a person refuses an offer of a position under this Section, that person shall be removed from the list.

Article XIX
Miscellaneous Provisions

A. Bulletin Boards

The employees in the bargaining unit shall have in each building the use of a bulletin board so designated by the Superintendent and may utilize the District mail system, provided that a copy of all material to be posted on the bulletin boards or sent through the mail shall be

delivered to the Superintendent's office at least forty-eight (48) hours in advance. In case of emergency, the Superintendent shall be called and the contents of the posting disclosed. Notices and announcements shall not contain anything politically controversial, nor anything demeaning or reflecting adversely upon the LDSD or any of its School Board Members, officers or employees.

B. Use of School Buildings

The Union shall have the right to use school buildings for meetings with prior approval from the Superintendent. A request must be made to the Superintendent's Office a minimum of twenty-four (24) hours in advance of the requested date and time.

Article XX
Statutory Savings

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case maybe, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section, or Clause.

References herein to statutes shall be construed to be those enactments as of the date of execution of this Agreement first mentioned herein above.

Article XXI
Work Related Injuries

A. LDSD agrees to maintain in force during the term of this Agreement workers' compensation insurance as required by law.

B. Employees suffering injuries during the course of their employment shall immediately report such injury to their immediate supervisor or the building principal unless the injury is of a serious nature and requires the assistance of an ambulance or emergency squad, in which case the latter should be contacted immediately. Notification to the supervisor about the injury should be made as soon as possible thereafter.

C. In order for payment of medical treatment to be considered by the LDSD or our insurer, employees must select from one of the health care providers selected by LDSD for initial evaluation and treatment. Employees will be notified in writing of said providers upon initial employment and, thereafter, each time the list is changed. Each new employee will be required to sign a form upon employment indicating that they have been made aware of this information.

ARTICLE XXII
Retirement Severance

Each bargaining unit member who becomes eligible for retirement benefits, qualifies for retirement, applies for retirement under the Public School Employees' Retirement System, and submits a letter of resignation for retirement purposes at least ninety (90) days prior to the effective date of his/her retirement shall be given a retirement stipend as listed below for each day of his/her her accumulated sick leave, to a maximum limit of 250 days. Days 1-199 will be paid out at $65 per day, days 200-250 will be paid out at $75.00 per day.

ARTICLE XXIII
Meet and Discuss

Representatives of the parties shall meet and discuss on policy matters affecting wages, hours and terms and conditions of employment, as well as the impact thereon, upon request of the public employee representative when deemed necessary by either party.

Such meetings shall occur on mutually agreeable dates and times not to exceed one per month unless it is agreeable to both parties. Times and dates for such meetings may be changed by mutual agreement. The Lower Dauphin School Board, as represented by the administration, and the representatives of the Union shall submit items for the agenda for any given meetings to each other at least five (5) days prior to the meeting.

Each party agrees to select no more than three (3) representatives who are most qualified to discuss the particular topics identified.

Minutes of these meetings, signed by both parties, will be provided to the Lower Dauphin Board of School Directors. Minutes will be taken by the Union and LDSD on an alternating basis. The first draft should be presented to the other party no later than five days after the meeting.

Article XXIV
Dues Deduction

A list of all bargaining unit members including name, building, and employment status for the year will be provided to AFSCME no later than the first scheduled work day of the year. This list must be returned to the Superintendent no later than fifteen (15) days after receipt of the list and must indicate the amount necessary to be deducted and from whom dues should be deducted. Dues deductions will be handled in twenty-four (24) equal installments beginning with the third pay date of the fiscal year.

Funds collected above will be remitted to AFSCME on a monthly basis.

ARTICLE XXV
Effective Date of Agreement

This Agreement shall be in effect July 1, 2024 provided, however, that any provision which cannot be implemented by LDSD on the effective date shall be implemented as soon thereafter as reasonably possible.

ARTICLE XXVI
Maintenance of Membership

All employees who have joined AFSCME or who join AFSCME in the future must remain members for the duration of this collective bargaining agreement with the proviso that any such employee or employees may resign from AFSCME during a period of fifteen (15) days prior to the expiration of this agreement in accordance with the following procedure:

A. The employee shall send a certified letter, return receipt requested, of the resignation to the headquarters of Council 13, AFSCME, AFL-CIO and a copy of the letter to LDSD. The official membership card, if available, shall accompany the letter of resignation.

B. The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.

ARTICLE XXVII
Duration of Agreement

This agreement shall be effective as set forth in the preceding Article and shall continue in effect until June 30, 2027 subject to AFSCME's or LDSD's right to negotiate over a successor agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, AFSCME has caused this Agreement to be signed by its President and Secretary, and the School Board has caused this Agreement to be signed by its President, attested by its Secretary and its seal to be placed thereon.

WITNESS the due execution of this Agreement this 12th day of August, 2024.

LOWER DAUPHIN SCHOOL DISTRICT

BY: Debra J. Macut
Debra Macut
School Board President

Carron Wolf
School Board Secretary

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES

BY: Tina Lynch
Tina Lynch
Staff Representative, AFSCME

James Corsnitz
Negotiator

Christopher Pfaff
Negotiator

Matthew Weaver
Negotiator

Carol Ware
Carol Ware
Negotiator

APPENDIX "A"

LOWER DAUPHIN SCHOOL DISTRICT

CUSTODIAL/MAINTENANCE STAFF

GRIEVANCE FORM

Grievant(s) _____ Date Filed _____

School/Assignment _____

Step I:
Informal Conference (to be held within fifteen (15) days of the date on which the grievance occurred)

Step II:
Statement of the grievance (to be filed within fifteen (15) days of the date on which the informal conference was held):

Contact provision(s) violated: Article # _____
Section#/Line# _____

Relief or Remedy Requested:

_____ _____
Signature of Grievant Date

_____ _____
Signature of Union Representative Date

Step II Response:

To be completed by the appropriate immediate supervisor within fifteen (15) days of the grievance presentation.

Date received _____

Decision of immediate supervisor and the reasons thereof:

Date of Decision: _____ _____

Signature of Immediate Supervisor

Step III:

If the grievance is not resolved at Step II, the grievance may be appealed to the LDSD Superintendent within fifteen (15) days following the issuance of the Step II decision. The LDSD Superintendent shall communicate his/her decision to the grievant(s) within fifteen (15) days following the receipt of the grievance at Step III.

Decision of the LDSD Superintendent and the reasons thereof:

Date of Decision: _____

_____

Signature of the Superintendent

Step IV:

If the grievance is not resolved at Step III, the grievance may be appealed, in writing, to the Board of School Directors within fifteen (15) days following the issuance of the Step III decision by filing this form with the School Board Secretary. The School Board shall arrange for a hearing with representatives of the School Board within thirty (30) days of the receipt of the written appeal. The School Board shall communicate its decision to the grievant(s) within fifteen (15) days following the hearing, to include the reasons for the decision.

Decision of the Board of School Directors and the reasons thereof:

Date of Decision: _____

_____

Signature of the Board President

Step V:
If the grievance is not resolved at Step IV, the grievance may be submitted to binding arbitration within fifteen (15) days following the issuance of the written decision at Step IV with appropriate notification to the School Board Secretary.