

**AGREEMENT**

**between the**

**BETHEL PARK SCHOOL DISTRICT**

**and**

**BETHEL PARK CUSTODIAL/MAINTENANCE  
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION,  
PSEA-NEA**

**From July 1, 2016 through June 30, 2021**

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## AGREEMENT

This Agreement is made between the Board of School Directors of the Bethel Park School District, hereinafter referred to as the “Employer” and the Bethel Park Custodial/Maintenance Educational Support Personnel Association, PSEA-NEA, hereinafter referred to as the “Association.”

This Agreement shall become effective on July 1, 2016, and shall remain in full force and effect through and including June 30, 2021, and shall thereafter be automatically renewed and extended for one (1) year periods, except as noted hereafter, unless either party gives notice to the other party of the intention to open negotiations for a new Agreement with such notice to be given not less than one hundred and eighty (180) days prior to the budget submission date of the Employer, in keeping with the provisions of Act 195. Meetings between the parties shall begin not later than thirty (30) days after such notification.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

\_\_\_\_\_  
Raymond Blashich, President

\_\_\_\_\_  
Donna M. Cook, President of School Board

\_\_\_\_\_  
Louis Dominick, Vice President

\_\_\_\_\_  
Dr. Joseph W. Pasquerilla, Superintendent

\_\_\_\_\_  
Leonard A. Corazzi, Board Secretary

## **ARTICLE I – RECOGNITION**

### **Section 1. Certified Bargaining Agent**

The Employer, consistent with Act 195, recognizes the Association as the sole and exclusive bargaining representative for all employees who are members of the unit as certified in June 1990, PERA-R-90-205-W (PERA-R-351-W), by the Pennsylvania Labor Relations Board.

### **Section 2. Employee/Employees Reference**

The employees represented by the Association and covered by this Agreement are sometimes hereinafter referred to as the “Employees” and individually as the “Employee.”

### **Section 3. Printing and Distribution of Agreement**

The Employer agrees to distribute copies of the contract, printed and supplied by the Association, to all new employees and to inform them of the Association status as the exclusive bargaining representative in keeping with Section 1 of this Article.

## **ARTICLE II – RIGHTS OF THE PARTIES**

### **Section 1. Management Rights**

The Association recognizes the right of the Employer to manage and control the affairs of the Employer as required by the Public School Code, as amended, and by the provisions of Act 195. Except as expressly restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including but not limited to, the rights in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees and determine their qualifications, assignment, and direction of their work; to promote, demote, transfer, layoff, and recall employees to work; to set the standards of productivity; to set the starting and quitting time and the number of hours and shifts to be worked; and to take whatever action is necessary or advisable to determine, manage and fulfill the objectives of the Employer. The Employer’s failure to exercise any right, prerogative, or function hereby reserved

to it shall not be considered a waiver of the Employer's rights or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. All policies and rules of the Employer shall apply to employees covered by this Agreement without exception, unless specifically exempted. The employer may make such work rules as are deemed appropriate so long as such work rules are not violative of the provisions of this Agreement and are subject to the established grievance procedure.

## **Section 2. Non-Discrimination**

The Employer agrees not to discriminate against any employee because of membership in the Association or because of any activities in behalf of the Association. Association activities shall not interfere with the normal operation of the Bethel Park School District. Neither the employer nor the Association shall discriminate against any employee or applicant for employment on account of race, color, creed, sex, national origin, Association membership or non-membership.

## **Section 3. Physical Examination**

Any new employee hired by the Employer into this bargaining unit and covered by this Agreement must take and pass a physical examination given by a competent physician approved by the Employer to determine his or her physical capabilities to perform the tasks called for by the job description. The Employer shall pay for such physical if the employee is directed to use the Employer's physician.

## **Section 4. Just Cause**

- A. The District shall, in employee disciplinary matters, first issue an oral reprimand, second a written reprimand, third a suspension following continued unsatisfactory performance of the same or similar nature, and lastly, suspension pending discharge. The above sequence will not apply where the offense warrants a more serious response including but not limited to immediate discharge.
- B. No employee in the bargaining unit shall be discharged, disciplined, demoted, suspended, furloughed (laid off), reprimanded, adversely evaluated, rated unsatisfactory, reduced in rank or compensation, transferred, reassigned, or deprived of any advantage without just cause.

- C. Any such action asserted by the Board or any administrative agent or representative thereof shall be subject to the grievance procedure herein set forth.
- D. All information used in forming the basis for such above action shall be made available to the employees and to the Association. The arbitrator shall have exclusive jurisdiction to determine whether just cause exists and if so, the appropriate penalty.
- E. The employee shall have the right to have an Association representative present at any accusatory or investigatory meeting which may result in discipline or adverse action.

### **Section 5. Statutory Savings Clause**

Nothing contained in this agreement shall be construed to deny or restrict such rights as the Employer or any employee may have under the existing Pennsylvania School Code, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations.

### **Section 6. Meetings of the Parties**

Once each month the representatives of the Local Association and representatives of the employer shall meet informally to discuss matters of mutual concern. Either party may request the presence of other individuals including, but not limited to, other members of the administrative staff or representatives of the parent Association. If deemed necessary and appropriate by either party, such meetings may be requested more often than prescribed by this Article.

### **Section 7. Drug Testing and Alcohol Testing**

If an employee is involved in an accident arising out of and in the course of his or her employment during the work day which requires medical attention and the District has reason to believe that the employee was impaired by or was under the influence of drugs or alcohol, the District reserves the right to require the employee to take a drug and alcohol test.

## ARTICLE III – ASSOCIATION SECURITY AND DUES DEDUCTION

### Section 1. Dues Deductions

- A. Monthly Deductions. The Employer will deduct from the pay of each employee from whom it receives an authorization to do so the Association's yearly dues. Such deductions will be made in equal payments on a monthly basis.
- B. Maintenance of Membership. Membership authorization is to remain in force for the term of this Agreement unless revoked by mutual consent of the Employer and the Association or in the event of decertification by the Pennsylvania Labor Relations Board.
- C. Payroll Deduction List. Initially, the Association shall supply to the Employer an alphabetical list of persons for whom such payroll deductions are to be made prior to the payroll closing date for that month in which the initial deduction is to be made. After submission of this initial list, monthly additions may be made if proper notification is submitted to the Employer prior to the fifth (5<sup>th</sup>) day of the month. The Employer and its clerks and agents shall be held harmless in the event names are omitted from this list or are included in error.
- D. Fair Share. Each non-member in the bargaining unit represented by the Association shall pay a representative fee as provided for by Act 84 of 1988. The Association and the Employer agree to comply with all provisions of said law.
- E. Indemnification Clause. The Association shall indemnify and save harmless the employer and its agents from all claims and demands arising out of the employer's performance of this obligation to deduct dues as set forth above.
- F. Dues Collection. In the event an employee resigns or leaves the employment of the Bethel Park School District before the final payroll deduction is made, the Employer assumes no responsibility for deduction or collection beyond the collection of the regular amount from the last monthly pay check issued to that individual. Except for such resignations, any revocation by the individual to be effective shall be submitted to both the Employer and the Association in writing at least fifteen (15) days prior to the date of expiration of this Agreement in keeping with the provisions of Act

195, Article III, Section 18.

- G. Authority. In the event the Constitution and Bylaws of the Association in regard to termination of membership are in conflict with the provisions of Act 195, the Association waives such requirements and the provisions of Act 195 shall prevail.

## **Section 2. Monthly Remittance**

The Employer will remit to the treasurer of the Association the authorized membership and representation fees each month. The Bethel Park School District assumes no responsibility for any funds so deducted beyond turning them over to the treasurer of the Association.

## **Section 3. Seasonal and Temporary Employees**

- A. Definition. Anyone employed to work only during the summer months shall be considered a seasonal employee. Anyone employed to work as a substitute during the absence of an employee, such as approved leave of absence or extended sick leave, or anyone employed to do work of a specialty nature, shall be considered a temporary employee. Employment of seasonal employees shall not exceed ninety (90) workdays in any one school year except or unless there is a work stoppage.
- B. Membership in Association. Seasonal and temporary employees shall not be required to join the Association or pay a service fee.
- C. Utilization of Substitutes. A substitute shall be utilized when necessary for the purpose of replacing a regular employee who is absent for any reason.

## **Section 4. Subcontracting**

- A. Work Stoppages. The Association agrees that membership on the part of the employees shall not interfere with any arrangements entered into between the Employer and any union or non-union contractors which require cooperative efforts on the part of Union School District employees and such contractors, nor shall there be any work stoppage because of such arrangements.
- B. Notice. The employer will furnish two (2) weeks written notice to the

Association of its intention to contract for the performance of work performed by the employees covered by this Agreement.

- C. Contracted Work. Nothing herein contained, however, shall limit the right of the Employer to enter into such a contract or limit the Employer from continuing or renewing the types of contract work now being performed on an annual basis.
- D. Subcontracting Limitations. The Employer agrees that it will not subcontract work regularly performed at its various facilities that would cause loss of jobs to employees currently employed under this Agreement. The Employer may, however, when deemed necessary and appropriate to meet the employers mandated needs as set forth by the Public School Code as those mandates affect the protection, safety, welfare and comfort of the student body, employ on a temporary or seasonal basis such numbers of temporary or seasonal employees as are deemed necessary and appropriate to compliment the existing work force in the accomplishment of these goals and objectives. Ordinarily such temporary or seasonal employees as deemed necessary and appropriate shall be utilized during the period commencing June 1 and ending September 1 of each year. Such utilization of seasonal or temporary employees shall not be implemented merely to avoid the obligations imposed by this Agreement.

## **Section 5. Association Rights**

- A. Designation/Duties of Officers. The Employer recognizes the right of the Association to designate Association officers. The authority of Association officers so designated by the Association shall be limited and shall not exceed the following duties and activities:
  - 1. Grievances. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement.
  - 2. Transmission of Information. The transmission of such messages and information which shall originate with and are authorized by the Local Association or its officers, provided such messages and information:
    - a. Have been reduced to writing, or

- b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other way to not interfere with the Employer's business.
- B. Liability for Unauthorized Acts. The Employer recognizes these limitations upon the authority of the Association representatives and their alternates and shall not hold the Association liable for any unauthorized acts. However, Association officers and their alternates guilty of unauthorized acts shall be subject to disciplinary action by the Employer.
- C. Salary Protection for Grievance Processing/Investigation. Association officers shall be permitted to investigate, present and process grievances on or off the property of the Employer. When it is necessary for Association representatives or other Association officers to meet with the Employer's representatives in the resolution to a grievance or to represent an employee summoned by the Employer when disciplinary action could result, and such meeting is scheduled by the Employer during working hours, they shall suffer no loss of pay.
- D. Association Release Time. The Association President will be permitted each week a period of time not to exceed one (1) hour for the purpose of conducting Association business not otherwise provided for, subject to the following conditions:
  - 1. Such time will be arranged in advance with the immediate supervisor.
  - 2. Such time, once scheduled, shall be waived in the event of an emergency situation and will not compound for use at another time.

## **ARTICLE IV – SENIORITY**

### **Section 1. Seniority Defined**

Seniority shall be defined as follows:

- A. District Seniority. An employee's length of continuous service with the Employer in a Bethel Park School District custodial or maintenance bargaining unit position.

B. Classification Seniority. An employee's accumulated service within a classification within the bargaining unit.

## **Section 2. Seniority Ties**

The Employer shall break ties in seniority in the following manner: the lowest number determined by reference to the affected employee's last four Social Security digits will determine the senior employee.

## **Section 3. Application of Seniority**

Seniority shall be administered with District Seniority being used to determine vacations and related benefits and Classification Seniority being used to determine promotions, demotions, layoffs, and recalls within departments.

## **Section 4. Seniority Accrual for Lateral or Promotional Transfer**

An employee who laterally transfers within classification shall maintain his/her Classification Seniority without interruption. An employee who is promoted to another classification shall maintain seniority in all classifications worked. In such cases of promotion, the new classification seniority date shall begin with the first day of work in the new classification.

## **Section 5. Seniority Retention When Vacating Bargaining Unit**

An employee who accepts a supervisory position outside the bargaining unit shall retain his/her District and Classification Seniority in that position for one (1) year; however, time spent in such a supervisory position shall not accrue to that bargaining unit time. Should such an individual return to the department from which he/she transferred for any reason within one (1) year, he/she may claim the seniority he/she had accrued at the time he/she became a supervisor.

## **Section 6. Seniority Lists**

The Employer shall provide the Local Association President with a seniority list by September 1 of each school year.

## **Section 7. Termination of Seniority**

An employee's seniority, for all purposes in this bargaining unit, shall end for the

following reasons:

- A. If the employee resigns or is discharged for any reason.
- B. If the employee fails to return to work after a layoff within five (5) calendar days after being notified of his/her recall by the Employer by registered mail.

## **ARTICLE V – VACANCIES AND TRANSFERS**

### **Section 1. Vacancies and Transfers**

- A. Lateral Transfers. Lateral transfer within classification shall be made on the basis of Classification Seniority before promotional transfers occur, providing the employee has the qualifications, skills and physical abilities to perform the job as determined by the Employer or their designated representatives.
- B. Promotional Transfers. Promotional transfers within the bargaining unit shall be made on the basis of District Seniority after lateral transfers have occurred, providing the employee has the qualifications, skills and physical abilities to perform the job as determined by the Employer or their designated representatives. Such employee shall be given a fifteen (15) workday trial period in which to demonstrate ability, qualifications, and physical fitness to perform the job. If said employee does not demonstrate the above, he/she shall be placed back into the position which they vacated. During the trial period, the employer may leave the vacated position unfilled; however, should the employer determine during the trial period that the successful candidate has qualified, the employer will post the vacated position before the conclusion of the trial period.
- C. Filling Vacancies or New Positions. Any bargaining unit position which is to be filled, whether new or created by resignation, death, etc., shall be filled within ten (10) work days after such position has become vacant or has been created.
- D. Daylight Project Custodian-High School. The High School Daylight Project Custodian shall be filled by the most senior Bargaining Unit employee who has applied, provided he/she is qualified for the position. Such employee shall be given a ninety (90) calendar day trial period in which to demonstrate

ability, qualifications, and physical fitness to perform the job. If said employee does not demonstrate the above, he/she shall be placed back into the position which he/she vacated.

E. Posting Period/Bid Meeting. An employee interested in being considered for a promotion or transfer must attend the bid meeting that immediately follows the seven (7) calendar day posting of the notice concerning such a position. All absent employees shall be notified by the Employer, in writing, that a bid meeting will be held for the purpose of bidding on a vacant position(s). Proxy bidding by any employee shall not occur; however, for extenuating circumstances, alternate arrangements can be made upon agreement by the Employer and Association.

F. Altering Positions.

1. Ordinarily the requirements of a vacant position posted for filling will not be altered from those that existed at the time the position was vacated; however, if circumstances warrant such changes, the Association will be advised prior to the posting of the reasons for such change and the posting will reflect the changed requirements.
2. Whenever the requirements of an existing position are substantially altered, the position shall be posted and subject to bidding in accordance with the provisions of this Article. For purposes of this section, "substantially altered" shall mean the addition or subtraction from the work area schedule of more than one room, more than one bathroom, more than one stairwell or more than one hallway.

G. Maintenance Test. The employer shall schedule the maintenance test when openings occur. Employees may elect to take the maintenance test and have such scores placed on file so that they will be prequalified in the event a vacancy occurs. Such scores shall be valid for two (2) years.

## **Section 2. Vacancy and Transfers for Long-Term Absences**

- A. Employees who are absent for any reason shall have their position filled by a substitute employee for a period up to twelve (12) calendar months.
- B. If the employee returns before the end of the twelve (12) calendar months, they will be returned to their same position.

- C. If the employee does not return at the conclusion of the twelve (12) calendar month period their position shall be declared vacant, posted, and a bid meeting will occur to fill the position.
- D. The employee shall have the right to bid on the newly declared vacant position.
- E. The employee must attend the bid meeting to bid on the newly vacated position or contact the Employer if extenuating circumstances arise so that alternate arrangements can be made.
- F. If the employee chooses not to attend the bid meeting to bid on a position, the last remaining position shall be filled with a substitute employee and again held for the absent employee up to twelve (12) calendar months.
- G. In the event the employee who is on an extended leave of absence participates in the bid meeting and bids on another position, they shall have, another, up to twelve (12) calendar month period beginning with the effective date of movement to the new position.

### **Section 3. Probationary Employment**

A new employee shall serve a probationary period of ninety (90) full workdays of continuous work. This probationary period shall be in effect for all new employees approved by the Employer for a regular position. Such probationary employees may be terminated for any reason during the probationary period without recourse to the grievance procedure. Days worked on a substitute basis prior to the date of approval by the Employer for a permanent position shall not count in the probationary period. Permanent status shall begin with the ninety-first (91<sup>st</sup>) day after approval by the Employer; however, District and Classification Seniority shall be counted from the first day of work as a regular employee.

## **ARTICLE VI – LAYOFF AND RECALL**

### **Section 1. Reduction in Force**

In case of a reduction in force, or the elimination of a function, employees shall be permitted to bump within classification in accordance with Classification Seniority and qualifications in the bargaining unit to perform the remaining required work.

## **Section 2. Order of Layoff**

Employees shall be laid off in accordance with Classification Seniority in the bargaining unit, beginning with part-time employees, provided that employees with proper skills and qualifications remain to perform the required work. In cases of layoff, bumping will be permitted laterally or down.

## **Section 3. Change of Address During Layoff**

Employees on layoff shall notify the Human Resources Office of any change of address in writing. Failure to do so will absolve the Employer of any liability with respect to the failure to offer recall.

## **Section 4. Recall from Layoff**

Employees shall be recalled to work in accordance with Classification Seniority, qualifications, skills and ability. Employees who may be suspended from employment for other than disciplinary reasons shall retain recall rights to such positions as may become available based on their district seniority provided that they have the necessary skills to fill the positions. The employer shall reserve the right to make such a determination.

## **Section 5. Salary and Benefits for Substitute Employment During Layoff**

Laid off employees who request to be included on the Employer's substitute list for the bargaining unit shall be paid at their regular hourly rate of pay, but no other provisions of this agreement relating to benefits, i.e., medical, sick days, personal days, etc. will apply.

## **Section 6. Notice of Layoff**

The Employer shall provide notice of layoff fifteen (15) calendar days prior to the effective date of such layoff. This provision will not apply in the case of emergency circumstances such as fires or other Acts of God outside the realm of foreknowledge by the Employer.

# **ARTICLE VII – EMPLOYEE WORKING CONDITIONS**

## **Section 1. Work Schedules**

- A. Regular Work Week. The regular workweek of forty (40) hours shall consist of five (5) days of eight (8) consecutive hours each day with the exception of day shift lunchtime provisions.
- B. Flexible Work Schedules. The employer has the right to create flexible work schedules for both maintenance and custodians. The scheduling to include different hours and different days of work. The intent in this Article is not to eliminate overtime although less overtime could be an end result.
- C. Project Workers' Schedules. Project Workers at the high school may also be assigned to the stadium. Elementary school Project Workers may also be assigned to the bus garage and Independence Middle School. There shall be no restrictions on the Employer's ability to temporarily assign employees to any facility or project.
- D. Notification of Schedule Change. Notification of a schedule change shall be made at least two (2) weeks in advance for any change in the schedule that will be for a period of two (2) months or more. An employee subject to such a change shall be entitled to regular bumping privileges. In emergency situations, the period of notification may be suspended.

## **Section 2. Overtime**

- A. Overtime Rate. With the exception of the day shift lunch time provision, (see Section 8, this Article), time and one-half will be paid to all employees for hours worked in excess of eight (8) hours per day or forty (40) compensable hours per week but, in no case, shall premium pay be paid twice for the same hours worked. Employees may request compensatory time-off in place of payment of overtime. Any such request for compensatory time-off must be made at least three (3) work days prior to the date of the compensatory time-off, and must be approved by the Director of Facilities and Services or his/her designee. Compensatory time-off can only be used in increments of eight (8) hours, with the exception of the Bethel Park School District's Kennywood Day. On Kennywood Day, the employee may choose to use four (4) hours of compensatory time-off consistent with Article VIII, Section 1. C., herein. Employees who earn less than a multiple of eight (8) hours of overtime in a pay period will be paid for such hours by the end of the next pay period (e.g., an employee earning

twelve (12) hours of overtime in one pay period may be approved for eight (8) hours of compensatory time-off, and will be paid for the remaining four (4) hours). The use of Compensatory time earned and used during any fiscal year shall be limited to seven (7) days. Any Compensatory time unused at June 30 of each year will be paid on July 15.

- B. Allocation of Overtime. The Employer shall determine in its sole discretion when overtime will be worked. Overtime will be allocated as equally as possible among such employees at each building and then to District Project Workers and then to employees in other buildings and an employee who refuses overtime will be considered to have worked the overtime for purposes of equalization. An employee not excused by the Employer from performing assigned overtime who fails to report for such overtime will be subject to discipline and will be considered as a “bad absence” and the provisions of this Article, Section 10, Paragraph B and C will apply. The following will be used in computing hours for the purpose of earning overtime premium pay: hours actually worked, sick leave, personal leave, vacation and compensatory leave. Excluded will be workers compensation and unpaid leave.
- C. Seniority Rotation of Overtime. Employees in each building will be selected for overtime work on the basis of Building Seniority but rotated on a roster basis.

### **Section 3. Identification of Day Worked**

The time of the start of a shift shall identify the day worked.

### **Section 4. Notification of Building Activities**

The supervisor or building principal will notify appropriate building employees of any outside activities that will affect his/her duties.

### **Section 5. Requirement to Work Two Shifts**

No employee shall be required to work two (2) shifts within a period of twenty-four (24) hours except in case of emergency.

## **Section 6. Guaranteed Hours**

- A. Call Out Pay. Any employee who has completed his regular daily or weekly tour of duty and is called back to work at the request of the employer shall receive a minimum of two (2) hours pay at the overtime rate. However, this provision shall not apply if the call back was required for the correction of some omission or failure to perform during the employee's regular duty hours.
  
- B. Daily Hours Guarantee. Any eight (8) hour employee who works less than eight (8) hours through no fault of his own shall be paid for eight (8) hours. In addition, any employee who is regularly scheduled for less than eight (8) hours per day shall be paid his regular pay for reporting and not being put to work through no fault of his own.
  
- C. Temporary Upgrade of Hours. An employee who is regularly scheduled for less than eight (8) hours per day who is then temporarily assigned to work an eight (8) hour position shall be paid for the hours worked; however, if while in such an assignment the individual is absent he/she shall receive the hours for which he/she is scheduled in his/her permanent assignment. In addition, holiday and vacation days taken under the above noted conditions shall be paid at the appropriate rate for the number of hours the employee is regularly scheduled and not for the hours of the temporary assignment.
  
- D. Extra Hours for Temporary Vacancies. An employee scheduled to work extra hours due to a temporary vacancy on a day-to-day basis shall be provided a written directive which specifies reduced duties for that assignment.

## **Section 7. Split Shifts to Avoid Overtime**

An employee's regular daily or weekly work schedule will not be temporarily changed solely for prevention of overtime payment. Regardless of how the individual employee is assigned to shift, that particular shift shall not be split.

## **Section 8. Lunch Break and Shift Definitions**

- A. Lunch Break. The lunch period shall be one-half (1/2) hour.
  
- B. Day Shift. The day shift shall be identified as the shift that commences

between 6:00 a.m. and 9:59 a.m. Day shift employees shall work eight and one-half (8 ½) hours, which includes their lunch break.

- C. Afternoon Shift. The afternoon shift shall be identified as the shift that commences between 10:00 a.m. and 8:59 p.m. Afternoon shift employees shall work eight (8) hours, which includes their lunch break.
- D. Midnight Shift. The midnight shift shall be identified as the shift that commences between 9:00 p.m. and 5:59 a.m. Midnight shift employees shall work eight (8) hours, which includes their lunch break.

## **Section 9. Higher/Lower Classification Work**

- A. Compensation for Higher or Lower Classification Work. Any employee who is assigned temporarily, or as a substitute, to work in a higher job classification in the bargaining unit, shall receive the rate of pay at his step on the salary schedule for such higher job classification for the hours he so worked. Except for permanent transfer, if an employee is assigned to work temporarily, or as a substitute, in a lower job classification, he shall nevertheless be paid his regular hourly rate of pay for the hours so worked.
- B. Approval for Higher Classification Work. No employee shall assume the responsibility of a higher classification unless the Director of Facilities and Services or his designee approves the assignment.
- C. Temporary Maintenance Vacancies. Temporary maintenance vacancies shall be filled by the most senior, qualified custodial employee. If there are no qualified applicants, in the sole discretion of the Employer, the Employer may fill the temporary vacancy with a substitute employee.

## **Section 10. Employee Call Off/Bad Absence Record**

- A. Bad Absence Defined. A bad absence shall be defined as an absence for any reason when the employee does not call in (report off) unless prevented from doing so by emergency conditions which are satisfactory to the District or when an employee reports off and has exhausted all paid leave days granted under this contract without meeting the parameters of Articles IX, X and XI or the Family Medical Leave Act.

- B. Discipline for Bad Absence Record. An accumulation of three (3) bad absences without acceptable notification and prior approval from the Employer in any three (3) consecutive calendar months shall constitute a bad absence record and any such employee shall forfeit his or her right to lateral or promotional transfers for a period consisting of the next consecutive six (6) months.
  
- C. Discipline for Bad Absence. The first absence without prior notice and consent shall result in forfeiting the day's pay; the second such absence shall result in forfeiting that day's pay plus, at the employer's discretion, a suspension of one (1) day without pay; the third such absence shall result in forfeiture of that day's pay plus a suspension of two (2) days without pay; an accumulation of four (4) such absences without prior notice to or consent of the Employer in any six (6) consecutive calendar months shall be cause for dismissal.
  
- D. Absentee Policy. When any employee is absent three (3) consecutive work days or more, a doctor's excuse will be required.

**ARTICLE VIII – HOLIDAYS AND HOLIDAY PAY**

**Section 1. Holiday Schedule**

- A. Holiday Eligibility. A twelve (12) month regularly scheduled employee who has actually worked during the seven (7) calendar day period immediately preceding the date observed as a holiday or who was on vacation during the seven (7) day period and who actually works the last scheduled working day before and first scheduled workday after the date observed as the holiday, or who is on an approved sick leave shall be eligible for the benefits described below:

New Year's Day .....	All day and all day before
Good Friday .....	All day
Easter Monday .....	All day
Memorial Day .....	All day
Independence Day .....	All day
Labor Day .....	All day
* Veterans' Day .....	All day
Thanksgiving Day.....	All day and all day after

Christmas Day ..... All day and day before

\*Veterans' Day – If school is in session, another day will be granted as a floating Holiday and can be used any day that school is not in session, provided advanced notice is provided to the District. This day must be used by August 1 of the following year.

- B. Less than 200 Day Work Schedule Holiday Allowance. Any employee working less than annual schedule (200 days) shall be entitled to the paid holidays that occur within their work year.
- C. Kennywood Day. No employee shall be unreasonably denied the use of one-half (1/2) personal, vacation or comp day to attend the Bethel Park School District Kennywood Day; however, special circumstances may warrant the denial of such leave.

## **Section 2. Rate of Daily Hours for Holiday Work**

All employees shall be credited with the number of hours in their normal daily work schedule for each of the above holidays.

## **Section 3. Rate of Pay for Working Holidays**

- A. Rate of Compensation for Work on Holidays. All employees shall be entitled to holidays off with pay or, if working on a holiday, be paid time and one-half (1 ½) plus regular days' pay, excluding Good Friday, Easter Monday, and Veterans' Day, if worked, will be paid for the holiday plus straight time.
- B. Requirement to Work on Holidays. An employee must work on a holiday if requested to do so.

## **Section 4. Holidays During Off Days**

If an employee's day off falls on a holiday, he shall receive, at the discretion of the employer, either:

- A. An additional day's pay, or
- B. A compensating day off work with pay.

## **Section 5. Computation of Overtime**

Holidays are to be considered as days worked in the computation of overtime excluding Good Friday, Easter Monday, and Veterans' Day.

## **Section 6. Rescheduling of Holidays**

- A. Holidays on Weekends. When any of these holidays occur on Saturday or Sunday, the Friday immediately preceding the Saturday or the Monday immediately following the Sunday shall be considered the holiday except when school is in session. In such case, the Employer and Association shall mutually agree to the substituted day.
- B. Adjustment of School Calendar. In the event it becomes necessary to adjust the school calendar to meet the legal requirements of the School Code to provide pupils with 180 days of schooling, and such adjustment requires pupil sessions to be scheduled on any of the foregoing holidays, or on Saturday, the time worked when pupils are in session shall be paid at regular pay.

## **Section 7. Work Immediately Preceding and After Holidays**

If an employee is absent from work on the day before or after a holiday, the employee will not be paid for the holiday except with an approved vacation or sick day. If using a sick day, a doctor's excuse will be required.

# **ARTICLE IX – VACATIONS**

## **Section 1. Schedules**

The following vacation schedule shall apply to all custodians, part-time custodians, and maintenance employees who are employed on a twelve (12) month's basis. The following schedule is effective July 1, 2012:

After completion of one (1) full year of employment .....One (1) Week  
Two (2) to five (5) years of employment .....Two (2) Weeks  
Six (6) to twelve (12) full years of employment .....Three (3) Weeks  
Thirteen (13) years or more of employment.....Four (4) Weeks

## **Section 2. Normal Work Week Equals Vacation Week**

All employees shall be credited with the number of hours in their normal workweek for each of the above vacations, but not in excess of forty (40).

## **Section 3. Scheduling of Vacations**

All twelve (12) month employees eligible for vacation time will take their vacation in accordance with the schedule to be announced by the Director of Facilities on or before July 1. Other scheduling may be arranged between the employee and the Director of Facilities. In the event more than one (1) employee requests vacation for the same period the most senior employee will receive preference. In all cases, the Director of Facilities has final approval. The Director of Facilities will consider vacation requests that occur during the school year; however, it is preferable that employees take vacation in the summer months.

## **Section 4. Vacation Payment for Terminated Service**

Any employee whose services are terminated after one (1) year of service shall be entitled to vacation pay according to the vacation pay schedule in Section 1 of this Article. Only full years of service shall be included in this computation; fractions of years shall not be counted.

## **Section 5. Holidays During Vacation**

If a holiday as set forth in this Agreement occurs during an employee's vacation period he/she shall be granted an additional day of vacation with full pay, or an additional day's pay at the option of the Employer.

# **ARTICLE X – LEAVES OF ABSENCE**

## **Section 1. Physical Disability Leave**

Any employee who has been in service continuously for a period in excess of one (1) year shall be entitled to a leave of absence without pay on proper proof that he needs it because of his own physical disability. Such leave shall not be more than sixty (60) calendar days. It shall be extended solely at the discretion of the Employer. The employee shall submit reasonable proof of physical disability in

the form of a statement supplied by his/her physician, including a statement of the probable time he/she will be able to return to duty before leave of absence will be granted. The employee must promptly report for examination, at the Employer's expense, to a physician selected by the Employer if requested.

## **Section 2. Bereavement Leave**

- A. Immediate Family. Whenever an employee is absent from duty because of a death in the immediate family of said employee, there shall be no deduction of salary for an absence not to exceed four (4) workdays. Bereavement Leave shall be taken within ten (10) workdays of the date of death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandmother, grandfather, grandchild or other relative who resides in the same household. The Employer may request documentation for the use of Bereavement Leave.
  
- B. Near Relative. Whenever an employee is absent because of the death of a near relative there shall be no deduction in salary of said employee for an absence on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The Employer may request documentation for the use of Bereavement Leave.

## **Section 3. Unpaid Leaves of Absence**

Leaves of absence without pay for other reasons shall be granted solely at the discretion of the employer. Such leaves as are approved shall not be for less than thirty (30) days nor more than sixty (60) days, however, the employee may apply for an extension of such leave for up to an additional thirty (30) days. After ninety (90) days, the employee must return to his or her position or resign. Situations, which may have extenuating circumstances, may be appealed to the Superintendent or his designee for exceptions to the above conditions.

## **Section 4. Jury/Court Leave**

- A. Jury Duty. When an employee is required to serve on Jury Duty, if he/she provides prior notice to the Employer, he/she shall receive on a daily basis the difference between the wage as a juror and that as an employee of the Bethel Park School District. The Employer may request documentation for

the use of Jury Duty Leave. Once excused from Jury Duty, the employee shall immediately contact his/her supervisor and stand ready to report to work if requested.

- B. Court Leave. When an employee is summoned by a court of competent jurisdiction to appear as a witness before such court, and if he/she provides the Employer with prior notice, he/she shall receive on a daily basis the difference between the witness fee (if any) received as a witness and that as an employee of the Bethel Park School District, if the latter is greater. Except that if such subpoena is to appear as a witness against the Employer either on his own behalf or on behalf of another employee or party, this section shall not apply. The Employer may request documentation for the use of Court Leave. Once excused from Court Leave, the employee shall immediately contact his/her supervisor and stand ready to report to work if requested.

## **Section 5. Emergency/Personal Business Leave**

- A. Allotment. Each employee approved for a regular custodial or maintenance position who is employed on an annual basis shall be allowed without loss of salary a maximum of three (3) days per year, accumulative to six (6) days per year, which may be used for either personal or family emergencies or personal business use. All other employees approved for a regular custodial or maintenance position for less than twelve (12) months shall be allowed without loss of salary a maximum of two (2) days per year which may be used for either personal or family emergencies or personal business. Any personal days accumulated beyond six (6) will be converted to sick days.
- B. Conditions. All such days are subject to the following regulations:
1. Emergency Leave. Emergency days are provided to allow for absence due to family emergencies. The nature of a family emergency usually will prevent applying in advance, but reason for the absence must be submitted upon return to work. Except in extreme emergency, the Director of Facilities should be notified in advance.
  2. Personal Business Leave. Personal Business Days are provided to conduct urgent personal business which cannot be conducted at any other time except during working hours. An employee shall make a serious effort to make arrangements concerning personal business

during non-duty hours.

3. Working Hours Defined. Working hours shall be defined as that time when an employee is scheduled to provide the services for which he/she was employed as that period relates to the normal working hours of such other persons the employee may have business with such as a doctor, lawyer, or dentist.
4. Limitation of Use Before/After Holidays/Vacations. Personal Days may not be used to extend either holidays or vacations and will not be approved prior to or following a holiday or vacation except in emergency situations.
5. Examples. Examples of the approved use of personal days:
  - a. Legal Business:
    - (1) Closing on a home
    - (2) Settlement of a will or an estate
    - (3) Court appearances
    - (4) Any other legal matter which cannot be scheduled on regular days off.
  - b. Medical (appointment with a medical or dental specialist)
  - c. Educational Business:
    - (1) Graduation of self or near relative from high school or college
    - (2) Taking a child to or from college
    - (3) Appointment with teacher, counselor, principal, or other school official
6. Misuse or Abuse. Misuse or abuse of Personal Business Days may result in disciplinary action against the employee involved in such misuse or abuse.
7. Application for Use. Applications for use of Personal Business Days must indicate the purpose for which the day(s) is/are being requested.

## **Section 6. Child-Rearing Leave**

- A. Eligibility for Leave. Child-rearing leave without pay will be granted to employees who have completed one (1) year of service.
- B. Application. Application shall be made to the Director of Facilities at least sixty (60) days prior to the effective date of leave and shall include the expected date of birth.
- C. Benefits. Benefits to be retained during leave are:
  - 1. The employee may maintain their insurance benefits by paying the full cost of premiums. The Employer's liability shall not exceed the receipt and transmission of such payment.
  - 2. After completion of the leave, the individual shall be assigned to the same, but not necessarily identical position; if this is impossible, then to a position for which the individual is best qualified.
- D. Seniority Retention. The individual on leave shall retain her seniority but sick leave days and emergency days shall not accrue.
- E. Intent to Return. The individual on leave shall notify the Employer of their intent to return at least sixty (60) days prior to their return to duty.
- F. Salary Placement upon Return. An employee returning to duty during the same school year in which the leave commenced shall be placed upon the same step of the Salary Schedule as that held prior to the child-rearing leave. An employee returning to duty during the next subsequent school year, or any subsequent year thereafter, shall be placed upon the next higher step of the Salary Schedule as that held prior to the commencement of the child rearing leave.
- G. Termination of Employer's Obligation. Failure of the employee to abide by the conditions established in the foregoing regulations shall terminate the Employer's obligation to grant or continue such leave.

## ARTICLE XI – SICK LEAVE AND SICK LEAVE BANK

### Section 1. Sick Leave

- A. Accrual of Sick Leave. Sick Leave Days shall be earned according to the following schedule:
1. Twelve Month Employees. Twelve (12) month employees who work full-time daily at the rate of twelve (12) days each year.
  2. Nine, Ten, and Eleven Month Employees. Nine (9), ten (10), and eleven (11) month employees who work full-time daily at the rate of ten (10) days each year.
  3. Part-Time Hour Employees. Employees who work less than full-time daily at the rate of ten (10) days of the normal hours worked daily.
- B. Accumulation of Sick Leave. Sick Leave Days, if unused, will accumulate to the credit of the employee indefinitely as long as he/she is employed by the Bethel Park School District.
- C. Use of Accrued Leave. The employee may use all accrued sick leave in any one (1) year.
- D. Sick Leave Pay. Pay for sick leave shall be at the employee's normal daily straight time rate.
- E. Holidays During Sick Leave. If the employee is absent on approved sick leave at the time a holiday occurs, he shall receive the regular day's pay and the day shall not be charged against sick leave.
- F. Physician Statement. Upon request of the employer, the employee must submit a statement from his physician stating the nature of the illness or disability. Usually, such a request will be required if the absence exceeds three (3) days.
- G. Examination by Employer's Physician. To participate in the Sick Leave Plan, the employee must report for examination to a physician designated by the Employer promptly when requested.

- H. Qualifying for Paid Sick Leave. An employee cannot qualify for paid sick leave if the days of absence result from an accident or injury that occurs when engaged in remunerative work for another employer.

## **Section 2. Sick Leave Bank**

- A. Use of Bank. The Sick Leave Bank shall be continued for the duration of this contract for eligible employees who have exhausted their personal sick leave credit because of major surgery, cardiovascular illness, respiratory illness, bone and nerve injury which affects the locomotion system, malignancy, or injury resulting from automobile accidents.
- B. Limitations. The Employer shall not pay benefits from the Sick Leave Bank to an employee for any illness or disability that results from self-inflicted or voluntary acts.
- C. Days Allotted to Bank. The Sick Leave Bank will have a total number of days equal to one (1) day for each eligible non-professional employee per year.
- D. Conditions. The following regulations and conditions shall apply:
1. The employee must have used all accrued personal sick leave days.
  2. A waiting period of fifteen (15) working days must transpire before Sick Leave Bank days become available.
  3. A doctor's excuse, explaining the nature of the illness or injury and the possible length of absence, must be presented to the Superintendent of Schools prior to the end of the waiting period prescribed in D-2 of the foregoing.
  4. The individual must report for examination to a physician designated by the Employer, promptly, if requested.
- E. Application. Application shall be made to the Superintendent of Schools or his appointed designee.
- F. Approval. Consideration for approval will be restricted to the types of disabilities enumerated in Paragraph A.

- G. Payment. Payment shall be based on the individual's regular straight time daily rate with a maximum time of thirty (30) days. If needed and the days are available, an additional fifteen (15) days at half-time pay will be provided.

## **ARTICLE XII – HEALTH AND WELFARE**

### **Section 1. Eligibility for Coverage**

For purposes of this Article, a covered employee is one who has been hired for and approved by the Board of School Directors for a regular position. Such coverage and plans are as follows:

### **Section 2. Group Hospital-Medical Insurance**

- A. Description of Plan. The District will provide to all full time employees the Standard Plan 1 (currently the Community Blue Flex EPO) Medical Insurance benefit as approved by the ACSHIC. Any changes which the Trustees of the Consortium make to the benefit design or provider of this plan shall become part of the coverage under this section. The following conditions shall apply:

Subject to changes by the ACSHIC, the following kinds of coverage shall be offered, based on the employee's need:

1. Family
  2. Husband and Wife
  3. Individual
  4. Parent and Child
  5. Parent and Children
- B. Cost Sharing of Premiums. Effective November 1, 2006, the employer and employee shall share the cost of premiums according to the schedule found in Section 8 of this Article XII.
- C. Choice of Carrier. The Employer may choose another carrier; however, the benefits shall be identical to the Allegheny County Schools Health Insurance Consortium Plan described above.

D. Familial Coverage. Where familial employees are entitled to separate health care coverages and one or more can qualify as a spouse or dependent of the other, the Employer's obligation shall only be to provide coverage for one employee as the primary employee under each of the separate coverages. The person whose birth date is earlier in the calendar year shall be designated as primary.

E. Voluntary Withdrawal from Health Insurance Plan.

1. Benefit to Withdraw from Plan. Any employee may elect to withdraw from the health insurance program provided for by this Agreement subject to the provisions of the Affordable Care Act or successor federal law and provided he/she provides proof of alternative health insurance coverage; and in lieu thereof, receive a benefit of \$80.00 per month for each month that the employee does not participate in the aforesaid insurance program. This money will be placed into a tax sheltered annuity of the employee's choice (403b if possible).
2. Procedure to Withdraw. The employee withdrawing from the insurance program must notify the Employer in writing that he/she is withdrawing from the health insurance program effective immediately and must direct the Employer to immediately cancel his/her insurance with the Employer's health insurance carrier. Such written notice must be submitted on a form supplied by the Employer available in the Office of the District Business Manager and delivered to that office, signed by the employee.
3. Payment of Benefit. The monetary benefit provided for herein shall be paid at the end of each month that the employees does not participate in the health insurance program as evidenced by his/her written notice of withdrawal of such insurance.
4. Revoking Voluntary Withdrawal from the Insurance Plan. The employee may rejoin the insurance program by the 15<sup>th</sup> of the next month by written notice delivered to the Office of the District Business Manager directing that the employee be enrolled in the Employer provided health insurance program, in which case coverage shall be effective the first of the month or as the plan of the carrier permits following the month that the employee delivers the written notice to rejoin the Employer health insurance program. Such written

notice shall be on forms supplied by the Employer, available in the Office of the District Business Manager, and delivered to that office, signed by the employee.

### **Section 3. Life Insurance**

A policy providing life insurance including accidental death and dismemberment shall be provided and financed 100% by the Employer. The amount of life insurance coverage provided shall be \$35,000. This amount will remain for the life of this Agreement.

### **Section 4. Dental Insurance**

- A. Premium Distribution. The employer and employee shall share the cost of premiums according to the schedule found in Section 8 of this Article XII.
- B. Definition of Coverage. The Employer will provide the Allegheny County Schools Health Insurance Consortium's Standard Dental program that includes Rider A (Supplemental Basic), Rider B (Prosthetics), and Rider C (Periodontics) and Rider D (Orthodontics).
- C. Familial Coverage. Where familial employees are entitled to separate dental care coverages and one or more can qualify as a spouse or dependent of the other, the Employer's obligation shall only be to provide coverage for one employee as the primary employee under each of the separate coverages. The person whose birth date is earlier in the calendar year shall be designated as primary.

### **Section 5. Vision Plan**

The employer and employee shall share the cost of premiums according to the schedule found in Section 8 of this Article XII for vision insurance coverage. The employer shall provide the Allegheny County Schools Health Insurance Consortium's Standard Vision Plan.

### **Section 6. Insurance Committee**

The Association shall be entitled to representation on the Employer's Insurance Committee.

**Section 7. IRS Section 125 Plan**

The Employer agrees to adopt an IRS Code Section 125 Plan to protect employee health care premium contributions to the extent possible without additional financial expense to the Employer consistent with and subject to all applicable statutes and regulations as the same may be amended from time to time.

**Section 8. Premium Sharing Schedule for Health, Dental and Vision Insurance**

The employee will pay his/her part of the premiums for health, dental and vision insurance coverage based on the following schedules:

<b>HEALTH, VISION AND DENTAL INSURANCE COVERAGE</b>					
<b>Annual Compensation (excluding overtime)</b>	<b>Employee Contribution</b>				
	<b>2016/17</b>	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>
<b>\$45,000+</b>	6.5%	7%	7.5%	7.5%	7.5%
<b>\$30,000 TO \$44,999</b>	3%	3%	3.5%	3.5%	3.5%
<b>Below \$30,000</b>	0%	0%	0%	0%	0%

**Section 9. Unpaid Time Off.**

The District shall have the right to be reimbursed the applicable rate for Health and Welfare benefits when an employee takes unpaid time off in the amount of \$25.00 per day. The amount owed the District shall be deducted from the employee’s pay. This is subject to the restrictions of the Family Medical Leave Act.

**ARTICLE XIII—RETIREMENT**

**Section 1. Retirement Plan**

Contributions by both employer and employee to the Pennsylvania Public School Employees’ Retirement Fund and the benefits to be derived there from shall be according to the School Code of the Commonwealth and the current rules and regulations of the Pennsylvania State Retirement Board.

## **Section 2. Severance Payment Upon Permanent Retirement**

- A. Severance Pay. Severance pay for classified employees who are permanently retiring under the provisions of the Pennsylvania Public School Employees' Retirement Act shall be computed at one-half (1/2) of the daily rate of the final year's salary times the number of unused accumulated sick leave days. Only those employees who are employed on a full-time basis are eligible for Severance Pay. For purposes of this Section, a full-time employee shall be defined as any employee approved by the Board of School Directors for a regular position on the Custodial/Maintenance Staff (for benefits described herein). Should an employee die while in active service, he will be considered a retiree for computing severance pay and such severance payment will be made to his beneficiary or estate.
- B. Permanent Retirement. The term "permanent retirement" means superannuation or disability under the provisions of the Public School Employees' Retirement Act.
- C. Monies Owed. Monies owed to Custodial/Maintenance Staff will be paid within thirty (30) days of the last day worked. Such monies shall be paid through a tax free vehicle such as an enhanced 403(b) or a 457(b) Plan. The vendor shall be chosen by the District provided that there shall be no fee charged by the vendor to become a member of the plan but after the employee may be required to pay any monthly or annual fees incurred as a result of maintaining the individual's tax-free account.

## **Section 3. Insurance Benefits**

The Employer shall permit bargaining unit members retiring prior to age sixty-five (65) to maintain the same health insurance benefits as active bargaining unit employees by paying 100% of the monthly premium charged by the carrier for that retired person's participation.

## **ARTICLE XIV – GRIEVANCE PROCEDURE**

## **Section 1. Definition of Grievance**

- A. Contract Grievances Defined. A grievance shall be defined as a complaint that there has been a violation, misinterpretation or misapplication of this Agreement.
- B. Work Situation or Policy Grievance Defined. A complaint involving the work situation; or a complaint that there has been a deviation from, or a misinterpretation of existing policy.
- C. Discharged Employees. In the case of a discharge employee, such dismissal upon appeal will be subject to binding arbitration under Step V, Section B of this grievance procedure. This shall not preclude an employee's right under the School Code of the Commonwealth of Pennsylvania.

Step I. A sincere attempt should be made to resolve any complaint by discussion between the employee and the immediate supervisor before differences become formalized as a grievance. The employee shall initiate his or her discussion with their immediate supervisor within five (5) workdays after having reasonably learned of the event giving rise to the grievance. The immediate supervisor shall orally respond to the employee no later than five (5) workdays thereafter. A representative of the Local Association may be present, if requested by the employee.

Step II. If the grievance is not satisfactorily resolved at Step 1, a written grievance shall be presented, using the grievance form attached to this agreement, to the principal, or immediate supervisor by the employee.

Upon receipt of the written grievance the supervisor shall, within five (5) workdays meet and confer with the employee. The Local Association shall be given the opportunity to be present at such conference and the employee shall be given the right to be represented by an Association representative. At this conference, the facts shall be brought out and an effort made to adjust the matter to the satisfaction of all concerned.

The supervisor shall make a decision and communicate it in writing on the grievance form to the employee and the Association representative within five (5) workdays after the completion of the conference.

The decision of the supervisor may be appealed in writing, within five (5)

workdays after receipt of the decision, to the Superintendent by the employee.

### Step III

Within five (5) workdays after the receipt of the appeal, the Superintendent of Schools shall meet and confer with the employee. The Association shall be given the opportunity to be present at such conference and the employee shall have the right to be represented by the authorized Association representative.

Members of the Superintendent's Central Administration Staff may be present to advise the Superintendent.

The Local Association representative shall participate in the conference without loss of pay or time if held during the Local Association representative's regular working hours.

The Superintendent of Schools shall make a decision and communicate it in writing to the employee and the president of the Local Association within five (5) workdays after completion of the conference.

The decision of the Superintendent may be appealed to the Board of School Directors within five (5) workdays, after receipt of the decision, by the president of the Local Association.

### Step IV

The Board of School Directors or its authorized committee shall meet and confer with the employee, the president of the Local Association, and the Association representative. Such conference shall be held as soon as it may be scheduled but no later than fifteen (15) workdays following the receipt of the notice of appeal from the Local Association's president.

The Board of Directors shall make a decision and shall communicate its decision in writing to the employee, the Local Association's president, and to the Association representative within ten (10) workdays after said conference. With respect to grievances arising under Article XIV, Section 1B, the decision of the Board of School Directors shall be final and not appealable to arbitration.

## Step V

- A. With respect to grievances arising under Article XIV, Section 1A and 1C, the Association, through its local president, may within fifteen (15) workdays after receipt of the written decision by the Board of School Directors appeal the decision of the Board of School Directors to binding arbitration by notifying the President of the Board of School Directors in writing.
- B. Within ten (10) workdays after receipt of the written notice of the appeal to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) workday period, a request for a list of arbitrators shall be made to the State Bureau of Mediation and Conciliation Services for a panel of seven (7) arbitrators. The Association and then the Board shall alternately strike a name until one (1) name remains and the person remaining shall be the arbitrator.
- C. The arbitrator so selected shall confer with representatives of the School Board and the Association to hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of closing of hearing, or if all hearings have been waived, then thirty (30) calendar days from the date all final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and may set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the School Board and to the Association and shall be final and binding on the parties under the provisions of Act 195.
- D. The cost of the service of the arbitrator, including per diem expenses, the actual and necessary travel expenses, if any, and the cost of the hearing room, if any, and the court report, if required, shall be borne equally by the parties to the arbitration. The party incurring an incidental expense shall be responsible for payment of such expense.

## **Section 2. Miscellaneous Provisions**

- A. Grievance Filing over Actions of Higher Authority. A grievance based on the action of authority higher than the supervisor shall be initiated at that step of this Grievance Procedure. The general procedures relating to that step shall apply to the presentation and adjustment of the grievance, including the right of appeal.
- B. Class Action Grievances. The Association may initiate or appeal a grievance at Step III when such grievance affects a group or class of employees.
- C. Failure to Communicate Decisions. Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step.
- D. Extension of Timelines. Additional time at a specific step of this procedure may be granted by mutual agreement between the parties.
- E. Scheduling of Conferences and Hearings. Conferences and hearings held under this Grievance Procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.
- F. Conference Restrictions. A grievance conference shall be restricted to consideration of the stated grievance or grievances.

## **ARTICLE XV – SALARY SCHEDULE**

### **Section 1. Application of Wage Rates**

Individuals who have been approved by the Board of School Directors as a regular custodian or maintenance employee shall be compensated based on the following schedules depending upon their date of hire in Section 2.

**Section 2. Wage Schedule**

Employee will remain on the 2015-2016 wage level throughout the term of this agreement.

<i>Custodial</i>						
<i>Level</i>	<i>2015-16</i>	<i>2016-17</i>	<i>2017-18</i>	<i>2018-19</i>	<i>2019-20</i>	<i>2020-21</i>
85% of Level 1		11.48	11.86	12.24	12.62	12.96
90% of Level 1		12.15	12.56	12.96	13.37	13.73
1	13.00	13.50	13.95	14.40	14.85	15.25
2	15.23	15.58	15.93	16.23	16.53	16.83
3	15.82	16.17	16.52	16.82	17.12	17.42
4	16.74	17.09	17.44	17.74	18.04	18.34
5	17.48	17.83	18.18	18.48	18.78	19.08
6	19.08	19.28	19.48	19.68	19.88	20.08

<i>Maintenance</i>						
<i>Level</i>	<i>2015-16</i>	<i>2016-17</i>	<i>2017-18</i>	<i>2018-19</i>	<i>2019-20</i>	<i>2020-21</i>
1	14.00	14.50	14.95	15.40	15.85	16.25
2	16.40	16.75	17.10	17.40	17.70	18.00
3	20.36	20.56	20.76	20.96	21.16	21.36

New custodians and maintenance hired will start at 85% of Level 1 the first year, 90% the second year, and 100% the third year. If hired after March 31, the level will not increase until July 1 of the next year. The 2016-2017 wage increase shall be retroactive to July 1, 2016.

\$0.50 per hour differential for custodians assigned to check the pool on weekends.

**ARTICLE XVI – WORKERS’ COMPENSATION**

**Section 1. Sick Leave Deductions**

The Employer shall not deduct sick days when an employee suffers a work-related injury. Moreover, employees shall not be entitled to use sick days in addition to receiving Workers’ Compensation.

## **Section 2. Salary Protection**

The Employer shall continue to pay an employee's full salary for a period of thirty (30) workdays. All Workers' Compensation checks covering this same period of time shall be endorsed over to the Employer. After thirty (30) workdays have expired, the employee's salary shall cease and he/she shall receive Workers' Compensation benefits only.

## **Section 3. Health and Welfare Benefits**

The Employer shall continue to provide health and welfare benefits (hospitalization, dental, vision, life) for up to twelve (12) months beginning on the date the leave for Workers' Compensation benefits commences. The Employer will provide the health and welfare benefits that are in effect for the employee prior to the commencement of Workers' Compensation leave. Any cost sharing will continue to apply. Following the twelve (12) month period the Employer will provide medical coverage for expenses related to the employee's injury only. Employees may continue in the plan at their own expense at the group rate after benefits cease.

## **Section 4. Accrual of Paid Leaves**

Sick days, vacation days, and personal days shall continue to accrue for a period of one (1) year. An employee who has suffered a compensable injury shall not be required to deplete exhaustible benefits to which he/she would be entitled if he/she had a non-compensable sickness.

## **Section 5. Compensation for Vacation**

Employees may elect to be compensated for vacation days earned prior to the period of disability.

# **ARTICLE XVII – MISCELLANEOUS PROVISIONS**

## **Section 1. Tool Liability**

The Employer shall provide to each employee the necessary tools to perform their job. In addition, the Employer shall maintain such tools. In the event an employee chooses to use his/her personal tools, the employee must provide a list of such tools to the Employer. Employee's personal tools that are damaged, lost or stolen

will be replaced as long as the list of personal tools was submitted prior to such event and the damage, loss or theft did not occur because of the negligence or misuse on the part of an employee. In addition, employees will be responsible to replace Employer furnished tools if those tools are damaged, lost or stolen because of the negligence or misuse of an employee. The employee shall report such loss within 24 hours of reasonably knowing they have a loss.

## **Section 2. Uniform Allowance**

- A. Uniforms. Uniform allowance of \$125.00 for custodians and \$150.00 for maintenance employees. Annually, employees may choose shorts, t-shirts, blue jeans, pants, shirts, and/or jackets.
- B. Gloves. The Employer, at no cost to the employee, shall provide rubber gloves, waterproof winter gloves, and work gloves.
- C. Coveralls for Maintenance Employees. Two (2) pairs of coveralls shall be provided each year to maintenance employees at no cost to the employee.
- D. Protective Clothing for Salt Spreading/Snow Removal for Custodial Employees. The employer will provide at no cost to custodial employees protective clothing (coveralls) for the use of employees who are required to spread salt/remove snow once every four (4) years.
- E. Non-Slip Shoes. Non-slip shoes are required by every employee. Employees shall be reimbursed up to \$55.00 annually for the cost of non-slip shoes they purchase upon submission of the appropriate receipt and proof identifying non-slip shoes.

## **Section 3. Safety Committee**

The Association shall have representation as designated by the President on any safety or building site safety committee. The Employer shall maintain a safety committee.

## **Section 4. Insurance Committee**

The Association shall be entitled to representation on the Employer's Insurance Committee.

## **Section 5. Credit Union**

The Employer agrees to provide payroll deduction of Alcese Credit Union payments for savings and/or loan payments for any employee. Participation is voluntary and will be instituted only after the employee provides written authorization to the Business Office.

## **Section 6. In-Service Training**

The District shall annually provide up to twenty (20) hours of in-service training. The Association President and Director of Facilities and Grounds shall meet and determine the training to be offered with the final determination of training to be made by the District.

## **Section 7. Retirement Incentive**

Employees who elect to retire during the period July 1, 2016 through September 30, 2018 shall receive four thousand dollars (\$4,000) each year for three (3) years. The payment shall be made in accordance with Article XIII Section 2 C, less any and all appropriate deductions and any taxes required by law.