

PREAMBLE

THIS AGREEMENT entered into this 18th day of June 2018 by and between the Carlynton School District, hereinafter called the "Employer,"

AND

The Carlynton Custodial/Maintenance Association, ESPA/PSEA/NEA, hereinafter called the "Association"

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

WHEREAS, the purpose of this Agreement is the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of wages, hours, and other terms and conditions of employment.

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

ARTICLE I - RECOGNITION

1.1 Recognition

The Carlynton School District hereby recognizes the Association as the exclusive representative of all its permanent employees, custodial and maintenance, in the bargaining unit as certified by the Pennsylvania Labor Relations Board of June 21, 1973, in proceeding No. PERA-R3427-W, for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment or the negotiations of an agreement or any question arising there under.

1.2 Employee

Any use hereafter of the term "employee" in this Agreement shall mean a permanent member of the bargaining unit described above.

ARTICLE II - STATEMENT OF INTENT

2.1 Agreement

The parties hereto agree that this Agreement is their entire agreement in full compliance with Act 195 and Act 88 and that no further negotiations shall be required or demanded between the parties except for those required by Act 195 and Act 88 for a successor agreement.

2.2 Separability

In the event that any provision or application of this agreement is, or shall be at any time, held to be contrary to the law by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions of this Agreement shall remain in effect.

2.3 Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

3.1 Definition

(a) A grievance shall be defined as a complaint by an employee against an act or condition on the grounds that it represents a violation, misinterpretation or misapplication of this agreement. The procedure established in this article is the exclusive procedure for processing grievances.

(b) Aggrieved

An “aggrieved” is the employee or employees making the claim.

(c) Day

The term “day” means workday.

3.2 Right to Representation

Any aggrieved may be represented at all stages of the grievance procedure by himself and/or, at his option, by a representative selected or approved by the Association. When an aggrieved is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. If an employee represents the aggrieved and if this employee elects to accompany the aggrieved to any formal meeting during his

working hours, the employee shall seek temporary relief from performing his duties and responsibilities from the Supervisor of Maintenance. The employee representing the aggrieved shall be required to work the number of minutes he absented himself from his duties and responsibilities or be subject to an appropriate pay deduction.

3.3 Procedure

(a) Time Limits

- (1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Meetings shall be scheduled at mutually convenient times during said time limits. The time limits specified may, however, be extended by mutual agreement.
- (2) Failure at any level of this procedure to communicate the decision in writing to the aggrieved involved within the specified time limits shall permit the aggrieved to proceed to the next prescribed step. The aggrieved may withdraw a grievance at any time. Failure on the part of the aggrieved to appeal a decision rendered to him within the specified time limits will be deemed acceptance of that rendered decision.

3.4 Step Progression

Step 1

1. A sincere attempt should be made to resolve any complaint by discussion between the employee and his immediate supervisor before differences become formalized as grievances. Any employee with a complaint shall first discuss it with his immediate supervisor within five (5) days of when the employee knew or reasonably should have known of the event giving rise to the grievance, with the objective of resolving the matter informally.

Step 2

1. If the complaint is not satisfactorily adjusted in the informal conference, then within ten (10) days of the informal conference the Association may submit a grievance on a grievance form to the immediate supervisor. The grievance at this stage shall have the signature of the president of the Association. The signature of the president is an acknowledgment that he is aware of the grievance but does not necessarily agree or disagree with the complaint.
2. Upon receipt of a grievance in writing, the immediate supervisor shall, within four (4) days, meet and confer with the Association. At this conference, the facts shall be brought out and an effort made to resolve the grievance to the satisfaction of all concerned.

3. The immediate supervisor shall make a decision and communicate it in writing to the Association within four (4) days after the completion of the conference.

Step 3

1. The decision of the immediate supervisor may be appealed, within four (4) days after its receipt, by the Association in writing to the Superintendent or his designee.
2. Within four (4) days after the receipt of the appeal, the Superintendent or his designee shall meet and confer with the Association. The Superintendent may include in the conference supervisory personnel or other persons as he considers to have knowledge of the facts or to have the capability of contributing to the solution of the dispute.
3. The Superintendent or his designee shall make a decision and communicate it in writing to the president of the Association within four (4) days after completion of the conference.

Step 4

1. The decision of the Superintendent may be appealed by the Association to the Board of School Directors within five (5) days after its receipt. To be valid the appeal shall be in writing and shall be countersigned by the President of the Association.
2. The Board of School Directors or its authorized committee shall meet and confer with the Association.

Such a conference shall be held as soon as it may be scheduled but not later than twenty-five (25) days following the receipt of the notice of appeal from the Association president. The Board of School Directors may include in the conference such administrative employees, other school district personnel and other persons as it considers to have knowledge of the facts or to have the capability of contributing to the solution of the dispute.

3. The Board of School Directors or its authorized committee shall make a decision and shall communicate its decision in writing to the Association president within five (5) days after said conference.

Step 5

1. If the Association is not satisfied with the disposition of this grievance at Step 4, then, within five (5) days after receipt of the written decision by the Board of School Directors or its authorized committee, it may file a written request with the employer for binding arbitration as provided in Article IX, Section 903 of Act 195. The Association shall receive a copy of this request and it shall have five (5) days after receipt of the request in which to notify the employer whether it is willing to proceed to arbitration.

2. Within ten (10) days after the Association has notified the Employer, the parties to the grievance shall attempt to agree upon an arbiter. If they shall be unsuccessful, either party to the grievance shall within such ten (10) days make a request for a list of seven (7) arbiters to the Pennsylvania Bureau of Mediation. The Association and the Employer shall alternately strike a name until one name remains, and the remaining person shall be the arbiter. The employer shall strike the first name in all arbitration cases.
3. The arbiter so selected shall confer with the parties to the grievance concerning the prompt scheduling of the hearing. The arbiter shall issue his decision not later than thirty (30) days from the date of closing of the hearing, or if oral hearings have been waived, then thirty (30) days from the date all final statements and briefs on the issue are submitted to him. The arbiter's decision shall be in writing and may set forth his findings of fact, reasoning and award. The arbiter shall be without power or authority to make any decision which requires the commission of an act prohibited by law, which is in violation of the terms of this agreement, which amends or modifies this agreement or which adds to or detracts from this agreement. The decision shall be within the scope of the arbiter's authority and confined to the grievance as submitted for his determination. The decision of the arbiter shall be submitted to the parties to the grievance and shall be final and binding.
4. The cost of the service of the arbiter including per diem expenses, if any, and actual and necessary travel expenses, and cost of hearing room shall be borne equally by the parties to the arbitration. Incidental expenses, if any incurred by either party shall be paid for by the party incurring the same.

3.5 Miscellaneous

- (a) If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent and a copy simultaneously to the involved immediate superior(s). The processing of such grievances shall be commenced at Step Three (3) and may follow through all remaining levels of the grievance procedure. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved do/does not wish to do so.
- (b) Any grievance arising out of a situation in which the Association and employee agree the immediate superior is without authority to act shall be submitted in writing to the Superintendent with a copy going simultaneously to the involved immediate supervisor(s). The processing of such a grievance shall commence at Step Three (3) and may follow through all remaining levels of the grievance procedure.
- (c) Forms for filing grievances shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV - EMPLOYEE RIGHTS

4.1 Right to Organize

The employees have the right to organize, form, join or assist in employee organization or to engage in lawful activities for the purpose of collective bargaining or other mutual aid and protection.

The employees have the right to bargain collectively through representatives of their own free choice and shall also have the right to refrain from any or all such activities except as may be required pursuant to the maintenance of membership provisions of this collective bargaining agreement.

4.2 Discipline

(a) Employees shall be disciplined only for just cause and only for failing to fulfill his/her duties and responsibilities as an employee. If the employer has just cause to reprimand an employee, it shall, if practical, be done in a manner that will not embarrass the employee before other employees or the public. Disciplinary measures shall, except for aggravated infractions, follow these steps:

- (1) Oral reprimand
- (2) Written reprimand
- (3) Suspension
- (4) Discharge

When an employee is to be orally reprimanded, the Supervisor shall so inform the employee. A written memorandum of the oral reprimand will be filed in the employee's personnel file.

Oral reprimands will be removed from the personnel file two (2) years after the reprimand was given.

Written reprimands will be removed from the personnel file three (3) years after the reprimand was given.

(b) Discharge

(1) The employer shall not discharge any employee without just cause. If the employer feels that there is just cause for discharge, the employee involved will first be suspended for a maximum of three workdays without pay. The Association representative will be notified in writing, with a copy addressed to the employee at his last reported address, that the employee has been suspended and is subject to discharge. At the request of the employee within three (3) workdays a conference will be held on the suspension. Within three (3) working days of the conference, the Employer will notify the employee and the Association whether the suspension is modified, sustained, or converted to a discharge. The employee shall be entitled to have a representative of the Association and/or legal counsel present to advise him and represent him during a conference.

(2) Appeal

The employee shall have the right to appeal any discharge as a grievance and the matter shall be handled in accordance with the grievance procedure. The processing of such a grievance shall commence at Step Three (3) and may follow through all remaining levels of the grievance procedure.

(3) Unjust Discharge

If in the grievance procedure or in arbitration it shall be determined that the discharge was unjust, the employee shall be reinstated with full rights and conditions of employment. The disposition may sustain, modify, or reverse the three (3) day suspension as the circumstances warrant. Damages for unjust discharge shall include compensation as awarded by the arbiter.

(4) The above sequence of discipline will not apply when the employee's disciplinary record or the seriousness of the offense warrant more severe or more accelerated methods by the employer.

ARTICLE V - ASSOCIATION BENEFITS

5.1 Relevant Information

The employer shall make available to the Association upon its request such information as may be relevant to negotiations or reasonably necessary for the proper enforcement of the Agreement. The employer shall not be required to originate or compile the information, but the information shall be furnished in the form in which it is readily available. Confidential material will not be furnished.

5.2 Bulletin Board

The Association shall have use of the bulletin board in the senior high school custodial office. For other buildings, bulletin boards no larger than 4 ft x 6 ft. may be purchased by the Association and mounted at no cost to the Employer in an area mutually agreeable between the building Principal and the Association.

5.3 Use of School Building

The Superintendent or his designee will honor request for Association use of the building consistent with the policies of the District.

5.4 Use of School Equipment

The Superintendent, consistent with the regulations of the Employer, shall consider requests by the Association to use school facilities and equipment, restricted to a computer, copy machine, calculating machine, and various types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Request for the use of school equipment shall be made in writing to the Superintendent or his designees at least five (5) days prior to its

use. The Association shall pay for the actual cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

5.5 Exclusive Rights

The rights and privileges of the Association and its representatives as they relate to this agreement and to the certified unit shall be granted only to the Association as the exclusive representative of the employees and to no other organization.

ARTICLE VI - EMPLOYEE WORK YEAR

6.1 Employee Work Year

- (a) The employee work year shall be defined as the period from July 1 through June 30 of the following year.
- (b) The normal work year for employees shall be 261 days or 2088 hours. Any change or modification from that schedule shall be done after discussion with the Association and with just cause.

ARTICLE VII - EMPLOYEE WORK WEEK AND WORK DAY

7.1 Normal Work Week

The normal work week shall consist of five consecutive days, Monday through Friday. The normal work week shall start at 10:00 pm Sunday evening. However, should the District require the employee to work more than forty (40) hours due to a change in shifts, the employee shall receive time and one-half for each hour worked over forty.

7.2 Other Work Week

A different set of five (5) consecutive work days may constitute the work week for an individual employee. When the Employer plans to begin such a non-regular schedule, the Employer shall announce the plan to employees in the department affected. This change in shift shall not extend beyond the normal basketball season. The Employer shall offer the non-regular schedule to the most senior employees in the department with the ability for the work and, in the event of a turn down shall proceed through the departmental seniority list toward the least senior employee with such ability. The least senior employees must accept the non-regular schedules. The number of employees in the bargaining unit having schedules of this nature shall not exceed two.

7.3 Consecutive Work Hours

- (a) Daily schedules for individual employees working the second, third, and fourth shifts shall consist of eight (8) consecutive hours.

- (b) Daily schedules for individual employees working the first shift shall consist of eight (8) consecutive hours.

7.4 Lunch

- (a) A guaranteed daily duty-free paid lunch period of thirty (30) minutes shall be provided within the eight-hour daily schedule. The lunch period shall be scheduled between the third and fifth hours of the work day. Employees may not leave the building during their scheduled duty-free lunch period.

7.5 Call-Out

An employee who is called to work from his residence by the supervisor of maintenance outside of his normal schedule of hours shall be guaranteed two (2) hours of pay at time and one-half (1-1/2) his hourly rate. This provision shall not apply to any call-out to work hours immediately before or after an employee's regularly scheduled shift. Work assigned shall only be that emergency work which occasioned the call out.

7.6 Higher Classification

Any employee who is temporarily assigned by the Employer to a higher classification shall receive the rate of pay for such higher classification either for the hours worked or for two (2) hours, whichever is the greater.

7.7 Work Schedules

- (a) Employees working the second, third and fourth shifts and receiving shift differential shall be scheduled to work on a regular eight (8) consecutive hours work shift; each work shift shall have a regular starting and quitting time.
- (b) Employees working the first shift and not receiving a shift differential shall be scheduled to work on a regular eight (8) consecutive hour work shift; each work shift shall have a regular starting and quitting time.
- (c) Work schedules showing the shift each employee is to work shall be posted on all department bulletin boards prior to their effective date.
- (d) A regular work schedule shall be posted for employees. The Association will be notified of any permanent changes or temporary changes exceeding one week.
- (e) Work schedules shall not be changed for the purpose of avoiding overtime. The employer retains the exclusive right to otherwise modify work schedules.

7.8 Split Shift

A split shift shall not be required at any time.

ARTICLE VIII - WORKING CONDITIONS

8.1 Unsafe Conditions

Employees shall not be required to work under conditions which are recognized to be unsafe or unhealthy beyond the normal hazard inherent in particular circumstances. This provision shall include lunch and rest areas set aside for Custodial and Maintenance employees.

8.2 Work Tools

The employer is required to furnish all working tools necessary for the employee to perform his duties.

8.3 Uniforms

The District shall provide minimum specifications for an appropriate uniform and choose the type of uniform to be required as made a part hereof and called Appendix D.

8.4 Outside Activities

In order that employees can distinguish authorized from unauthorized building visitors, appropriate employees shall be notified, through the office of the Superintendent or through the building principal's monthly activities calendar, of any outside activities to be held in a particular building. When there occurs an extemporaneous request for use of a building which has been approved by an administrator, it will be the responsibility of the Superintendent to notify the proper custodial staff of the request. Groups appearing for entrance to a building without proper notification shall be temporarily denied use of the building until the Superintendent has been notified.

ARTICLE IX - JOB DESCRIPTION

9.1 Descriptions

Job descriptions which are presented herein, as Appendix "B", represent the good faith intent of the employer to outline the duties an employee may be responsible for performing but are not topics of the agreement on which disputes may be submitted to the grievance or arbitration procedure. Should a dispute arise concerning the interpretation or application of the job descriptions, it may be submitted by the employee, in writing, to the Superintendent. Within five (5) days after the receipt of the request, the Superintendent or his designee shall meet and confer with the employee. The Superintendent or his designee shall make a decision and communicate it in writing to the employee within five (5) days after completion of the conference. This decision may be appealed by the employee to the Board of School Directors within five (5) days after its receipt. Within twenty-five (25) days after the receipt of the appeal, the Board of School Directors or its authorized committee shall meet and confer with the employee. The Board of School Directors or its authorized committee shall make a decision

and communicate it in writing to the employee within five (5) days after completion of the conference. The decision of the Board shall be final.

9.2 Maintenance Helper

Effective October 1, 1979, the parties created a new position entitled "maintenance helper." It is understood that the District will not utilize this position for the purpose of displacing maintenance employees. The position of maintenance helper will be manned in the following manner:

- (a) Custodial employees who wish to be considered for the position of "maintenance helper" may submit a letter of interest to the Superintendent for placement on an approved assignment list. Assignments will be made on the basis of (1) qualifications as presented in the letter and (2) seniority. The length of the assignment will be twelve (12) months. Maintenance helpers must fulfill the requirement(s) for the specific need(s) of the District. The length of assignment for Summer Maintenance Helper positions is at the discretion of the District. Job duties are identified in Appendix "B".
- (b) Employees may only refuse an assignment if they are unable for justifiable reasons to do the job. If the refusal is justifiable, said employee shall maintain his relative position on the list and the next most senior qualified applicant shall be offered the job. The employee refusing such job shall be offered the next available job.
- (c) The Maintenance Helper will work a 2pm to 10pm shift during the winter sports season and revert back to the previous shift schedule at the end of the winter sports season.

9.3 Part-time Employees

- (a) The District may hire part-time employees. Part-time is defined as working less than thirty (30) hours a week.
- (b) The Facilities Director will designate the part-time employee as either Part-time Custodial or Part-time Maintenance.
- (c) Part-time Custodial employees will be paid at the first year adjusted Base Hourly Rate for Custodians. Part-time Maintenance employees will be paid at the first year adjusted Base Hourly Rate for Maintenance Helper.
- (d) Part-time employees are not entitled to any benefits or additional pay, other than the hourly wage as defined above, which are provided to full-time employees.
- (e) Part-time employees are not required to join the Association and, as such, are not required to pay dues or a fair share fee as defined in this Agreement.
- (f) Before the hiring of a Part-time Maintenance employee, the District will first internally post for a Maintenance Helper (see Section 9.2). If no Custodial employee bids for the Maintenance Helper position, the District may then hire a Part-time Maintenance employee.

ARTICLE X - OVERTIME

10.1 Custodial

(a) Overtime

Overtime shall occur when the District determines the necessity of working an employee in excess of his regularly scheduled eight (8) hour day or forty (40) hour week. An employer may refuse overtime assignments other than those listed in Article XI, Section 11.5(c).

(b) Overtime Equalization

Overtime work shall be offered first to employees working within the same building. The employee working on a project on which the overtime occurs shall be given the first chance to work, provided that the overtime opportunity is not anticipated to exceed three (3) hours. If no employee is working or if the overtime opportunity is anticipated to exceed three (3) hours, it shall be offered to the employees within the building on the basis of seniority. (The seniority list shall not rotate after each offering.)

10.2 Maintenance

(a) Maintenance Department

Overtime opportunities within the maintenance department shall be divided among the employees as equitably as possible over each six (6) month period beginning on the first day of the calendar month commencing July 1, 1976. A record of overtime hours worked or credited to each employee shall be posted on the department bulletin board every two (2) months. Any overtime work shall be offered first to the maintenance employee assigned to the building and grounds in which the work is required. If more or other maintenance employees are required, seniority will prevail.

10.3 General

Employees shall be given as much advance notice as possible for overtime assignments. Further, no employees shall be required to accept overtime work except when an emergency exists.

ARTICLE XI - COMPENSATION

11.1 Hourly Wage Scales

The hourly wage scales of employees covered by this agreement are found in Appendix "A".

11.2 Schedule of Payment

Custodial and maintenance employees shall be paid twice monthly. Paydays shall normally be on the 10th and 25th day of the month. If either falls on a holiday or

weekend, the payday shall be the last regular workday prior to the beginning of the holiday or weekend.

The new method of payment, instituted on July 1, 1976, shall not be changed without discussion with the Association and just cause. However, in no event, shall any revised method of payment hold back more than one (1) week's wages.

11.3 Years of Service for Compensation Only

(a) Employees Hired Prior to January 1, 1976

For compensation purposes only, employees hired prior to January 1, 1976, shall be credited with one (1) or more years of district service as of July 1, 1976.

(b) Employees Hired On or After January 1, 1976

For compensation purposes only, employees hired on or after January 1, 1976, shall be credited with a year of service on each anniversary date of his employment as indicated by official action of the Board of School Directors. Such official action shall indicate that an employee's anniversary date is the date that the employee first worked in a permanent job.

11.4 Daily Rate of Pay

An employee's daily rate is to be determined by multiplying the number of hours worked in his normal workday times the hourly rate plus shift differential, if applicable.

11.5 Overtime - Rates of Pay

- (a) Time and one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours in any workday or forty (40) hours worked in any workweek. There shall be no pyramiding of overtime payments under this agreement. The workday as defined commences with the start of the employees work shift.
- (b) A holiday or credited sick leave occurring during the workweek shall be considered as hours worked during that week. Hours in excess of forty (40) hours, including the holiday or accredited sick leave not worked, shall be considered as overtime.
- (c) No employee shall refuse to work overtime on any day when the necessity for doing such overtime work arises because of an emergency. An employee shall be given a one-half (1/2) hour paid lunch period at the conclusion of every three (3) hours worked after the initial eight (8) hours of work in any work day.

11.6 Assigned to Another Department

If an employee is temporarily transferred from the Maintenance Department to the Custodial Department, he shall continue to be paid his regular rate of pay.

11.7 Severance Pay

- (a) Any employee shall be eligible for severance pay upon termination of

employment with the employer upon retirement, resignation, or death.

- (b) All unused accumulated sick leave days shall be paid at the rate of \$30.00 per day.
- (c) Sick leave days shall be limited to sick leave earned during employment in the School District by the employee.
- (d) Person employed ten (10) or more consecutive years with the district shall receive a \$5000 life insurance policy at the time of retirement.

11.8 Vacation Pay

Prior to going on vacation, an employee shall receive any pay which would normally be distributed to him/her while on vacation. The business office requires two (2) weeks notification to implement this provision.

11.9 Shift Differential

- (a) Employees on any shift other than daylight shall receive a shift differential of twenty (\$.20) cents per hour in addition to the employee hourly rate.
- (b) As used in this agreement, any shift other than daylight is a shift beginning between 1:00 p.m. and 4:30 a.m. both inclusive. The daylight shift includes those shifts beginning at any other time.
- (c) Shift differential shall only be paid for time worked, except employees receiving shift differential and being absent from work on paid holidays, sick days and vacation days shall receive the shift differential.
- (d) The provisions of section 11.9 shall only apply to those employees hired before July 1, 2018.

ARTICLE XII - SENIORITY

12.1 School District Seniority

District seniority of employees in the bargaining unit shall be computed from the date of their entry into said permanent position as reflected in the minutes of the Board of School Directors at the time of ratification of said appointment, and shall include the time spent on probationary status.

12.2 Departmental Seniority

Departmental seniority of Custodial or Maintenance employees in the bargaining unit shall be computed from the date of assignment to a position. Should an employee be voluntarily transfer to another position, seniority in the original position shall be frozen and seniority in the new position shall accrue from date of voluntary transfer. In the event of position elimination, workforce reduction, and/or layoff, bumping between departments shall be based on District seniority. This language only affects employees moving between departments as of the signing of this agreement; however, any maintenance worker or helper as of the signing of this agreement shall be permitted to voluntarily transfer to the custodial department with no break in custodial seniority based on District seniority.

12.3 New Employees, Probationary Period

All new employees shall be considered probationary employees for a period of sixty (60) calendar days for custodians and ninety (90) calendar days for maintenance. The probationary period shall commence on the first day that said employee works in a permanent job. However, if said employee has worked as a temporary employee for at least (20) days in the custodial department or at least thirty (30) days in the maintenance department, his probationary period shall be reduced to two-thirds (2/3) of that listed above.

12.4 Continuity

School District seniority shall continue to be accumulated during absence due to an illness, layoff, or leave of absence, as long as such seniority is not terminated in accordance with other provisions of this agreement.

12.5 Termination

An employee's seniority shall be terminated by any one of the following actions:

- (a) Resignation or quits;
- (b) Discharge
- (c) Failure to return to work after a layoff within fifteen (15) days after the mailing of a notice of recall by registered mail by the employer, unless a satisfactory reason is given within the fifteen (15) day period to the employer
- (d) Layoff which continues beyond two (2) years
- (e) Absence on account of physical disability which continues longer than accumulated sick leave unless a leave of absence is requested in accordance with Article XV, Section 15.1 of this Agreement
- (f) Absence for five (5) consecutive workdays, except absence pursuant to or caused by illness or injury, without giving a satisfactory reason for these days

12.6 Retention of Seniority

A school district employee who is transferred from his present position to any other job outside the bargaining unit shall have his district seniority frozen as of the date of transfer for three (3) calendar months. Such employee may return to the bargaining unit during the aforementioned three (3) calendar months without loss of seniority. After three (3) months, such employee shall have lost all seniority rights in the Carlynton ESP/PSEA/NEA bargaining unit.

12.7 Seniority Lists

On or about July 1 of each year, the employer shall post on appropriate bulletin boards a seniority list of showing school district seniority. A copy of this seniority list shall be furnished to the Association when it is posted. The Association will have ten (10) calendar days to approve and return the seniority list. This will be the official seniority list for that year.

12.8 Meaning of Permanent Job Vacancy

A permanent job vacancy occurs when the employer elects to fill a job left vacant by resignation, death, discharge or reassignment of the previous jobholder or when the employer creates a new job.

12.9 Permanent Job Vacancy

When permanent job vacancies occur, or new jobs are created, the vacancies or new jobs shall be posted in all school buildings for five (5) workdays. Written bids must be submitted to the Superintendent or his designees within the above- mentioned five (5) workdays. An employee may not bid on the vacancy which he has created.

It is expected that a person applying for a maintenance position at a minimum shall be able to successfully complete all of the tasks listed below. As a portion of the interview process, all candidates may be required to demonstrate successful completion of any of these tasks. The items to be performed will be selected by the district. The Association may have a representative present during the testing process. The hiring decision of the district will be final.

Tasks to be completed include, but are not limited to, the following:

- Change/replace a light ballast
- Change/replace an electrical outlet
- Change/replace a light switch
- Repair a toilet (diaphragm, lever, remove a clog, etc.)
- Repair a sink (replace a washer, clean-out a drain, replace a faucet, etc.)
- Perform work on a vehicle (change the battery, change a light bulb, replace a belt, change filters, connect/disconnect the snow plow and salt spreader, etc.)
- Perform maintenance on the lawn mowers (change oil, replace filters, sharpen blades, etc.)
- Operate the tractor
- Perform maintenance on tractor (change oil, replace filter, etc.)
- Install glass block
- Install tile

Persons wishing to move from custodian to maintenance or maintenance to custodian may only bid into open positions and may not 'bump' an employee from their position.

12.10 Job Classification and Location

- (a) The bid notice shall disclose the job title, the location and the shift.
- (b) The notice shall be posted on one (1) custodial maintenance bulletin board (as identified by the Association) in each building where employees are regularly at work.

12.11 Successful Bidder - Maintenance Department

A successful bidder for a permanent job vacancy in the maintenance department will have fifty (50) calendar days to demonstrate his ability to perform the job. If the employer determines, during the fifty (50) day period, that he lacks the ability

to properly perform the job, the employer will return him to his former job at the conclusion of fifty (50) days. If the employee believes that the employer's determination is unjust, he may present such matter as a grievance. In the event it should be decided that such determination was unjust, the employer shall reinstate such employee to the job.

12.12 Job Security

No work normally performed by employees included under Article I, Recognition, of this contract will be contracted out so long as bargaining unit employees capable of doing the work are on layoff.

12.13 Layoff and Recall

- (a) In the event of the elimination of positions, the affected employee shall be entitled to bump as follows:
 - (1) Any employee within department (Custodial and Maintenance) whose district seniority is less than that of the bumping employee.
 - (2) Any employee in another department (Custodial and Maintenance) whose district seniority is less than that of the bumping employee. If under this procedure a custodian desires to bump into the Maintenance Department only district seniority in the Maintenance Department shall be considered. If under this procedure a maintenance man desires to bump into the Custodial Department only district seniority in the Custodial Department shall be considered. Employees bumped shall be entitled to the same bumping rights in one and two above, providing they have sufficient seniority. Bumping employees must be able to perform the work and shall have a twenty (20) workday period to demonstrate ability to perform the work in their new position.

12.14 Special Opportunity Bidding

A special opportunity bidding for shift and building assignment for custodians shall be permitted at a mutually convenient time each year at the end of the school year for assignment the following September. The criteria governing this bidding shall be as follows:

- (a) Seniority in the district shall prevail.
- (b) A special meeting of the custodial department shall be convened to ascertain the positions and resolve the bidding procedure. Failure of a member of the

department to be present will automatically forfeit his right to bid on a specific job. In any event, he/she shall be given an opportunity to remain in his/her present building and shift schedule, providing no other employee bids on his/her present position.

- (c) The announcement of the meeting for the special opportunity bidding shall be posted at least ten (10) days before the scheduled meeting.
- (d) After all bidding has been completed, the job positions shall remain firm until the next bidding session, unless revised by the Employer for just cause or a permanent job vacancy occurs.
- (e) Representatives of the Association and the Employer will confer for the purpose of attempting to equalize custodial job responsibilities within each building.
- (f) The needs of the School District shall supersede all the above criteria.

12.15 Additional Special Opportunity Bidding

In the event the school district closes any building, the members of the bargaining unit will have an opportunity to request an additional special opportunity bidding in accordance with Section 12.14.

12.16 Temporary Vacancies Posting

- (a) In instances of employee absence for any reason when the District has been notified that the absence will exceed twenty (20) workdays, the District will post said temporary vacancy for a three (3) workday period, commencing with that notification.
- (b) The temporary vacancy will be filled by the senior applicant within two (2) days of the close of the three (3) day posting period.
- (c) Any first shift position made vacant by virtue of the posting above will in its turn be posted according to the same procedure.
- (d) Any second shift position made vacant by virtue of the above procedure should be filled with a substitute for the period of the temporary vacancy.

12.17 Vacancy

The District will exhaust appropriate and applicable bidding procedures in future vacancy postings and will conduct a bid meeting.

ARTICLE XIII - SICK LEAVE

13.1 Accumulation

Sick leave shall be cumulative without limitation at the rate of eleven (11) days per calendar year. Any or all sick leave accumulated may be taken in any one or more school years. When the District has cause to suspect abuse of sick leave, the District may require a physician's certification at any time.

13.2 Loss of Wages

No wages or sick leave benefits shall be paid to any employee absent due to injury which occurred while engaged in any remunerative work unrelated to his school duties.

13.3 Rate of Pay

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

13.4 Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days not later than July 25 of each year.

13.5 Workers' Compensation

Any employee on Workers' Compensation shall continue to receive his/her normal paycheck from the District. Said employee shall sign over to the District his/her weekly Workers' Compensation check. Further, the District shall diminish the employee's sick leave accumulation at the rate of one-third (1/3) of a day for each day absent. Upon exhaustion of the employee's sick leave accumulation, this provision shall cease.

ARTICLE XIV - PAID LEAVES OF ABSENCE

14.1 Death in the Immediate Family

Any employee covered by this agreement shall be granted not in excess of five (5) consecutive days paid leave when absent because of the death in the immediate family of said employee. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household or any person with whom the employee has made his home. Included as one of these days shall be day of the funeral, and this allowance is dependent on attendance at the funeral.

14.2 Death of Near Relative

Any employee covered by this agreement shall be granted one (1) day paid leave when absent because of the death of a near relative. A near relative shall be defined as a first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. This period of absence shall include the day of the funeral and this allowance is dependent on attendance at the funeral.

14.3 Additional Time

Additional time may be granted without pay to employees in the event travel time is required in order to attend a funeral of those mentioned above.

14.4 Jury or Witness Duty

- (a) An allowance will be paid to an employee for any day on which he/she is absent from scheduled school district duties because he/she had been summoned for jury duty or because he/she has been subpoenaed for appearance in court as a witness at a time conflicting with such duties.
- (b) The allowance shall be the difference between the employee's per diem wage and the amount received as jury duty or witness fees, including compensation from parties to the proceeding in which the employee appears as a witness.
- (c) The employee will present evidence of such jury duty or court appearance and of the fee received.

14.5 Emergency Leave

Any employee covered by this agreement shall be granted one (1) day paid leave per year, non-cumulative, for bona fide reasons for which days shall not be charged against sick leave. The Superintendent shall maintain a list of appropriate reasons and shall authorize its posting on the bulletin boards provided. The list presented as Appendix "C" herein represents a good faith intent of the Employer, but is not pursuant of the agreement on which disputes may be submitted to the grievance or arbitration procedures.

14.6 Personal Leave

Any employee covered by this agreement shall be entitled to take two (2) days during the work year for personal reasons. The employee shall not be obligated to provide a reason for the leave, but shall be required to give at least one (1) week's notice of the personal day leave to his/her immediate supervisor. The one-week notice period may be waived under unusual circumstances at the District's discretion. The District may limit the number of employees taking said leave to no more than two (2) persons of any particular day. Unused personal days shall accumulate to a maximum of ten (10) days and there shall be no limit on the number of days used at any one time except as provided for above.

ARTICLE XV - UNPAID LEAVES OF ABSENCE

15.1 Leave for Physical Disability (excludes pregnancy)

- (a) Any employee who has been in continuous service with the District and holds a minimum of one (1) years' service credit may be granted a leave of absence without pay on proper proof that he/she requires it for his/her own physical disability. Such leave request shall be submitted by the employee in writing, and shall not be or more than three hundred sixty-five (365) calendar days. The employer may require reasonable proof of physical disability and reasonable proof that the employee will be able to return to duty at the termination of the granted leave. Upon return he/she shall display evidence of physical fitness.
- (b) If the employee taking leave for physical disability without pay, makes the necessary arrangements with the authorities of the Public School Employees Retirement Board Fund and Blue Cross/Blue Shield of Western Pennsylvania, he/she shall be considered to be in regular full time daily attendance for the right to continue membership in and make contributions to the Public School Employee' Retirement Fund and Blue Cross/Blue Shield of Western Pennsylvania.

15.2 Other Leaves

Leaves of absence for other reasons may be granted by agreement between the employer and the employee. If the employee returns at the time set for termination of the granted leave, seniority will not be interrupted and shall confirm with Article XII, Section D.

15.3 Maternity Leave

Provisions shall be made for employees to be absent from duty for a specific period of time for maternity or adoption purposes and still maintain their employment status at the Carlynton School District. The following stipulations shall be utilized in the administration of the maternity leave planned:

- (a) Maternity leave shall begin on the date chosen by the employee.
- (b) The employee shall give at least sixty (60) days' notice of the date of the beginning of the leave. At the employee's request, this notice shall be waived in the event of the employee's physician certifies that said maternity leaves must begin for reasons for health.
- (c) An employee must choose her return date before leaving on a maternity leave. The date chosen by the employee shall be a date not later than twelve (12) months after the birth of said child or the termination of the pregnancy.
- (d) Thirty (30) days prior to the intended return from maternity leave, the employee will initiate a discussion with the building administrator or central administrator tentative to the employee's return to work.

- (e) Before the employee may return to work, her physician shall certify to the employer the employee's ability to assume her job responsibilities.
- (f) If the employee is unable to return to work on the designated return date for reason of health related to her pregnancy as determined by her physician, the employee may request an extension of said unpaid leave. Said extension to be at the sole discretion of the Board of School Directors.
- (g) The position to be assumed upon return to employment shall be designated by the Superintendent of Schools.

Benefits which shall be continued for a stipulated period of time:

- (a) The employee may continue her school group insurance to the extent permitted under the applicable insurance policies for the period of the maternity leave by making monthly payments of the full premium costs of such insurance. The continuation of all insurance during the maternity leave shall be in accordance with the provisions of the contracts offered by the specific insurance company. The School District shall have no obligation to pay for any insurance for such employee during such leave.

General Conditions

- (a) No salary payments shall be made for the period of the leave;
- (b) Accumulated sick leave shall remain in force during the maternity leave and be reinstated on the employee's return to service;
- (c) No sick leave shall be allowed to accumulate during the time of the maternity leave;
- (d) No payments shall be made on behalf of the employee for social security coverage or to the public school employee's retirement system.

Failure on the part of the employee to abide by the conditions of administering the maternity leave plan shall be reason for terminating the obligation of the Board of School Directors to grant or continue such leave.

15.4 Return from Leave - Benefits

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including seniority and unused accumulated sick leave, shall be reinstated upon his/her return. He/she shall be assigned to the same position or a comparable position which he/she held at the time said leave commenced.

15.5 Extension

All requests for extension or renewal of unpaid leaves shall be applied for in writing by the employee to the superintendent. The approval or disapproval

shall be in writing.

15.6 Family and Medical Leaves

The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one (1) year and twelve hundred fifty (1250) hours over the previous twelve (12) months. Federal guidelines under Public Law 103.3 shall be the criteria used to define eligibility, reasons, notice, medical certification, job benefits and protections fitness for return to work, unlawful acts and enforcement. During such leave, service time shall not accrue and benefits will be prorated except that for the duration of the FMLA leave the Employer shall maintain the employee's health coverage under the group health plan.

ARTICLE XVI - INSURANCE BENEFITS AND HEALTH CARE

16.1 Plans

(a) Health Care

1. All employees becoming eligible for health care insurance after the signing of the Agreement will be enrolled in the same plan as the professional employees as provided by the Allegheny County School Health Insurance Consortium.
2. All employees receiving health care benefits will contribute to the cost of the health care at the following rates for the duration of this contract:
 - Individual - 2.0% of average member's base salary
 - All other coverages – 2.5% of average member's base salary

The average members' base salary will be calculated on the wages of the membership as of July 1st of each year. This will be the rate for that year.

3. The District agrees to adopt an IRS Code Section 125 Plan to protect employee premium contributions to the extent possible, provided that such Plan shall be at no cost to the District and such Plan shall be consistent with and subject to all applicable statutes and regulations as the same may be amended from time to time.
4. All employee premium payments will be deducted in two equal payments in the month prior to the month of coverage.
5. Further, for employees retiring early, the District agrees to provide one (1) year of hospitalization coverage as above for each seven (7) years of service.

(b) Dental, Vision & Prescription Coverage

The district shall provide family and/or individual dental coverage (basic with all riders) and vision care as provided by the Allegheny County School Health Insurance Consortium Standard Plan. The prescription coverage is covered in the Standard Plan.

(c) Life Insurance

Life insurance shall be provided for each employee in an amount equal to the employee's annual salary, not to exceed \$50,000.

(d) Disability Insurance

(1) Institution of Plan

The employer shall, effective July 1, 1975 institute a disability income plan which shall provide not less than the coverage and the benefits described in this article.

(2) Disability

Employees with not less than two (2) years of service and under age sixty-four (64) shall be covered. A covered employee shall be eligible for benefits if he/she incurs a sickness or injury which renders him/her unable to engage in an occupation for which he/she is suited.

(3) Commencement of Benefits

Benefits for eligible employees shall commence on the first day following exhaustion of sick leave but not sooner than the 10th day following the onset of the disability absence. If the employee incurs the disability on a day when he is not scheduled for duty in the School District, such as a vacation day, holiday or day during a leave of absence, benefits shall not commence until the first day that the disability prevents him/her from performance of duties for the School District, provided he/she has satisfied the other provisions relating to commencement of benefits.

(4) Amounts of Benefits

The amount of benefits shall be \$200 per week.

If the employee draws workers' compensation benefits for the disability, the amount of the weekly benefits shall be reduced by the amount of the weekly worker's compensation benefits.

(5) Duration of Benefits

Benefits shall continue during the continuation of the disability up to a

maximum of fifty-two (52) weeks of benefits. Once benefits have commenced, a week of disability shall qualify as a benefit week whether or not it is a week in which the employee would have performed duties for the School District.

(6) Return to Work

A return to active duties for six (6) consecutive months or more following any one period of disability makes the employee again eligible for benefits even if a later disability results from the same cause.

(7) Plan Conditions

The plan shall contain such normal qualifications and conditions as are provided in plans underwritten by the carrier selected by the School District as long as the plan provides not less than the coverage and benefits identified in the preceding paragraphs.

E. Withdrawal from Insurance Program

(1) Any employee who elects to withdraw from the health care benefit shall receive a benefit of Seven Hundred Twenty (\$720.00) Dollars for each school year that the employee does not participate in the aforesaid insurance program.

Any employee who elects to withdraw from the Dental Program shall receive One Hundred Twenty (\$120.00) Dollars per year.

Any employee who withdraws from the Prescription Drug Plan shall receive Two Hundred Forty (\$240.00) Dollars per year unless enrolled in the POS in which event there shall be no additional payment as provided for in this paragraph.

Any employee who withdraws from all of the insurance/fringe benefit package listed above shall receive One Thousand Two Hundred (\$1,200.00) Dollars per year or the amount provided under Article XVI.E.(1) above, if eligible, whichever is greater.

To receive the benefit cited in this subsection, the employee can not be covered by any plan paid for by the School District. (For example, an employee who opts out as an individual cannot then be covered through a parent or spouse who is covered through the District.)

The School District may elect to provide the Consortium coverage provided in the Agreement in the manner least costly to the District. (For example, coverage as two (2) individuals is cheaper than coverage as husband and wife.) The employee will only be required to pay the least costly contribution. (For example, the contribution for husband and wife coverage is cheaper than the contribution for two (2) individual coverages.)

(2) The employee withdrawing from the insurance program must notify the school district in writing that he or she is withdrawing from the insurance

program effective immediately and must direct the School District to immediately cancel his or her insurance with the School District insurance carrier. Such written notice must be submitted on a form supplied by the School District available in the office of the School District business manager, and delivered to that office, signed by the employee.

(3) The monetary benefit provided for herein shall be paid in September of each year that the employee does not participate in that program as evidenced by his or her written notice of withdrawal of such insurance.

(4) The employee may rejoin the insurance program at any time by written notice delivered to the office of the business manager directing that the employee be enrolled in the school district insurance program, in which case coverage shall be effective the first of the month following the month that the employee delivers the written notice to rejoin the School District insurance program. Such written notice shall be on forms supplied by the School District, available in the office of the business manager and delivered to that office, signed by the employee

(5) If an employee withdraws from the insurance program after July 1 (commencement of the school year), or if the employee, having withdrawn from the insurance program, rejoins the program during the school year, or if the employee, having withdrawn from the insurance program, is subsequently granted a leave for which they would not be entitled to receive the insurance benefits, or if an employee otherwise fails to remain out of the insurance program for less than a full year in any school year, then the annual benefit for the school year shall be pro-rated on a daily basis, the dates of participation, non-participation, or non-entitlement, being determined by the date of delivery to the office of the business manager of the written notices provided for in paragraphs 2 and 4 above. If, as a result of such pro-ration, an employee is required to reimburse the school district, the amount of reimbursement may be deducted by the school district from the employee's subsequent pay, but installments no greater than One Hundred (\$100.00) Dollars per pay.

16.2 Payments of Premiums

The Employer shall pay the full premium for life insurance and disability insurance coverage.

16.3 Retirement Coverage

- (a) An employee who retires will be allowed to continue his membership in the health care insurance program or in any portion of it (as long as this is not against the regulations of the carrier) by remitting to the Business Manager the full cost of the premiums.
- (b) The employer shall immediately issue a cancellation of the premiums and shall be held harmless against any claim which may be made by any person by reason of default of payment, including the cost of defending against such claim.

16.4 Description to the Employee

The employer shall provide to each employee a description, including all conditions and limits of coverage, of the insurance coverage provided under this article no later than the anniversary date of such coverage.

ARTICLE XVII - MANAGEMENT RIGHTS

17.1 Vested Authority

The rights of operating the Carlynton public schools remain vested in the Board of School Directors except as the School District's authority over certain terms and conditions of employment may be circumscribed by terms of this agreement.

17.2 Sphere of Authority

This sphere of authority retained by the School District also encompasses all of those powers which traditionally inhere in the governing body of a school district and those which are not made the topics of compulsory collective bargaining by Act 195 except as circumscribed by the terms of this agreement. The matters so reserved to management include, but are not limited to:

- (a) hiring
- (b) determining the size and distribution of the custodial and maintenance staff
- (c) contracts and sub-contracts
- (d) facility and equipment development
- (e) changing and requiring adherence to reasonable rules and regulations
- (f) fiscal and budgetary matters
- (g) relationship with parents, teachers, taxpayers and students

ARTICLE XVIII - NON-DISCRIMINATION

18.1 General Commitment

It is the continuing policy of the Employer and of the Association that the provisions of this agreement shall be applied uniformly to all employees in the bargaining unit without regard to age, marital status, handicap, race, color, religious creed, sex or national origin, or participation or lack of participation in activities of the Association.

18.2 Interference

Neither the Employer nor the Association shall discriminate against any employee because of the exercise of rights declared for such employee in Act No. 195 or because of such employee's forbearance from the exercise of such rights except as may be required pursuant to the maintenance of membership provision of this collective bargaining agreement.

18.3 Non-discrimination

The School District agrees that there shall be no discrimination against any bargaining unit member because of local union activities. Members shall not be subject to prejudice or discrimination because of presenting problems or grievances for themselves or other members.

ARTICLE XIX - DEDUCTION OF ASSOCIATION MEMBERSHIP DUES

19.1 Written Request

The Employer will deduct from the wages of each Association employee, from whom it receives a signed authorization to do so, the Association periodic membership dues. Equal deductions will be made twice a month from the employee's wages in accordance with Article XI, Section 11.2 of this Agreement.

19.2 Deduction

The Employer will promptly remit the membership dues deducted, pursuant to such authorizations, with a written statement of the names of the employees from whom deductions were made. Said list shall also include the amount deducted from each employee. Remittance shall be made to the Secretary-Treasurer of the Association.

19.3 Authorization Cards

- (a) Deductions from wages in any month shall be on the basis of authorization cards on hand or received by the Business Manager of the Employer prior to the last day of the preceding month.
- (b) Authorization cards shall comply with all legal requirements and shall remain in force unless removed by the Association employee. Such revocation shall be submitted to the Employer and to the Association by certified letter and must be given during a period of fifteen (15) days prior to the expiration of the collective bargaining agreement.

19.4 Indemnification

The Association will hold harmless the Employer against any claim which may be made by any person by reason of the deduction of Association membership fees including the cost of defending against any such claim. The Association will have no monetary claims against the School District by reason of not being able to perform under this section.

19.5 Fair Share

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.

ARTICLE XX - MAINTENANCE OF MEMBERSHIP

20.1 Membership

The Employer agrees that each employee, who on the effective date of this Agreement is a member of the Association, and each employee who becomes a member after that date, shall as a condition of continuing employment maintain his membership in the Association for the duration of this Agreement, in accordance with the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act 195.

20.2 Requirement

For purposes of this article, membership requirements shall be satisfied by timely payment of periodic dues.

ARTICLE XXI - HOLIDAYS

21.1 Recognized Holidays

The Employer recognizes the following as holidays:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Monday After Thanksgiving
Holy Thursday	Christmas Eve Day
Easter Monday	Christmas Day
Independence Day	

21.2 Observation of Holidays

- (a) If a holiday falls during the normal workweek during the summer vacation or is proclaimed as a holiday on the school calendar, it shall be observed on the official day.
- (b) If a holiday falls on a Sunday, it shall be observed on the following Monday unless students are in session, in which case, it shall be taken as an additional vacation day.
- (c) If a holiday falls on a Saturday, it shall be observed on the previous Friday unless students are in session, in which case, it shall be taken as an additional vacation day.
- (d) If a holiday falls on a weekday when school is in session, it shall be observed as an additional vacation day.
- (e) In any case not covered above, celebration of holidays shall be scheduled by employer.

21.3 Holiday Pay

For each recognized holiday an employee shall be credited with the number of hours work in his regular work shift. To be so credited an employee must work the last scheduled workday before the recognized holiday and the first scheduled

work day following the recognized holiday unless the absence is approved by the Superintendent. Such approval shall not be unreasonably denied.

21.4 Work on Recognized Holidays

If an employee is required to work on a recognized holiday, he shall be paid his holiday pay plus time and one-half (1-1/2) his normal hourly rate for each hour worked.

21.5 Irregular Work Schedule

If an employee's day off falls on a recognized holiday, he shall receive an additional vacation day.

ARTICLE XXII - VACATIONS WITH PAY

22.1 Vacation Time

Vacation time off shall be granted to all full year employees as follows:

During the 1st year of continuous service - One day per month worked to a maximum of ten days

After one (1) year of continuous service	-	Ten (10) days
three (3) years continuous service	-	Twelve (12) days
five (5) years continuous service	-	Thirteen (13) days
seven (7) years continuous service	-	Fourteen (14) days
nine (9) years continuous service	-	Fifteen (15) days
After ten (10) years continuous service	-	Seventeen (17) days
fifteen (15) years continuous service	-	Twenty (20) days

22.2 Eligibility

Eligibility for vacation entitlement is determined as of July 1st each year. For purposes of this Section, employees hired between July 1 and December 31 shall receive credit for a full year; employees hired between January 1 and June 30 shall receive no credit for that year.

22.3 Request for Vacation

- (a) Employees may request vacation entitlement at any time during the school year. Requests must be submitted to the Facilities Director no less than two (2) weeks prior to the dates requested. Approval will be on a first come, first approved basis.
- (b) No more than five (3) people any be out at any one time for vacation. In the event of conflict, preference shall be by seniority.
- (c) During the school year, no more than one (1) custodian per building and one (1) maintenance person district-wide shall be out on vacation on any day school is in session.

- (d) Written approval of the Superintendent shall be required for requests of vacation of more than two (2) weeks.

22.4 Vacation Allowance

Employees who leave the District for any reason during the year shall receive a pro-rata vacation payment on the last day of work. Said payment shall be made to the employee's estate in instances of death.

22.5 Holidays During Vacation

If a paid holiday occurs during an employee's vacation period, he/she shall be granted an additional day of vacation with pay.

22.6 Unused Vacation Days

Unused vacation days are not accrued as vacation days. However, if an employee is unable to use any vacation days granted under this article to him or her in the school year, (a) the employee may choose to have the unused vacation days converted to and accrued as sick days or (b) the employee may choose to receive payment for the unused vacation days at the rate paid for sick days at retirement, as provided in this Agreement. Payment to the employee for unused vacation days will be made no later than sixty (60) days after the end of the school year the days were granted. If vacation days are to be converted or paid for, the employee must inform the Director of Facilities of such no later than the end of the year the days were granted. Unused vacation days which have not been converted to sick days or paid for, as provided above, are not carried over to the next year and will be lost.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS

23.1 Automobile Usage

In the event the School District requests any employee to use his/her own vehicle on business of the School District, that employee shall be reimbursed at the business rate as established by the Internal Revenue Service. No vehicle may be used on School District business without the express written authorization of the Superintendent or his/her designee. No employee shall be required to use his/her personal vehicle on school business except for an emergency.

The District shall not require employees, in these emergency situations, to transport materials which will deface, injure or otherwise harm the employee's vehicle, but the employee may be directed to transport tools and other minor construction equipment.

23.2 Personnel File

Each employee shall have the right to inspect his/her personnel file at any reasonable time during the school year upon request for said review to the Superintendent or his/her designee. The employee shall not have the right to inspect letters of reference contained in said file. The employer shall provide to the employee

a copy of any information placed in the employee's file which may be detrimental or harmful. The employee shall have the right to respond in writing and said writing shall be made a part of said file.

23.3 Notice

Except as otherwise specifically provided for herein, any notice required by the terms of this agreement shall be in writing, if by the School District to the Carlynton Custodial Maintenance Association, ESPA/PSEA.

- (a) Home address of the current Carlynton Custodial Maintenance Association, ESPA/PSEA President

If by the Carlynton Custodial/Maintenance Association to the School Board to:

- (b) Carlynton School District 435
Kings Highway Carnegie, PA
15106

23.4 No Strike, No Lockout

During the term of this Agreement, the Association agrees for itself and for the members that it will not authorize, permit, encourage, or condone any work stoppage, picketing, slowdown or other form of curtailment of effort; and the Board or its agents will not authorize or permit any lockout of Association members or other persons covered by this Agreement.

ARTICLE XXIV - DURATION OF AGREEMENT

24.1 Length of Agreement

The term of this Agreement shall be from July 1, 2018 and shall expire June 30, 2024, except as set forth below.

Any provision of this Agreement to the contrary notwithstanding, either party may give notice to the other that it desires to negotiate a successor agreement on or before January 10, 2024.

24.2 No Extension

- (a) This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- (b) The parties agree to enter in collective bargaining over a successor agreement no later than January 10, 2024.

24.3 Signing of Agreement

IN WITNESS WHEREOF THE SCHOOL DISTRICT has caused this Agreement to be signed by its acting President, attested to and sealed by its Secretary, and the Carlynton Custodial-Maintenance Association has caused this agreement to be signed by its President and attested to by its Secretary.

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO DULY EXECUTED THIS AGREEMENT THIS 18th day of June 2018.

ATTEST:

CARLYNTON SCHOOL DISTRICT

Secretary of Board

President of Board

ATTEST:

CARLYNTON CUSTODIAL MAINTENANCE ESP

Secretary of CCMA

President, CCMA

APPENDIX A

BASE HOURLY RATE SCHEDULE

POSITION	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Custodian	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
Maintenance Helper	\$26.68	\$26.68	\$26.68	\$26.68	\$26.68	\$26.68
Maintenance	\$28.22	\$28.22	\$28.22	\$28.22	\$28.22	\$28.22
HVAC	\$31.07	\$31.07	\$31.07	\$31.07	\$31.07	\$31.07

Shift Differential - \$0.20 for any shift other than daylight

Provisions for employees hired before July 1, 2018:

- (a) District employees with less than seven (7) years of employment under this contract will receive a percentage of the Base Hourly Rate during the first six (6) years of employment.
- (b) The contract year in which an employee begins employment with the District will serve as that individual employee's starting rate.
- (c) The following schedule will constitute the tier schedule for employees hired before July 1, 2018 during their first seven (7) years of employment under this Agreement:

First year of employment	64%
Second year of employment	70%
Third year of employment	76%
Fourth year of employment	82%
Fifth year of employment	88%
Sixth year of employment	94%
Seventh year of employment	100%

- (d) Employees who are in the position of custodian on July 1, 2018 will receive a \$6.85 supplement to their Base Hourly Rate while they remain in the position of custodian. (Example: the Base Hourly Rate of \$18.00 will be increased by \$6.85 to a Base Hourly Rate of \$24.65.) An employee who was eligible for this supplement as of the effective date of this Agreement will no longer be eligible for the supplement once they are no longer a custodian. This supplement is subject to the seven (7) year tier schedule shown above.

Provisions for Custodial employees hired after June 30, 2018:

- (a) District employees with less than seven (7) years of employment under this contract will receive a percentage of the Base Hourly Rate during the first six (6)

years of employment.

- (b) The contract year in which an employee begins employment with the District will serve as that individual employee's starting rate.
- (c) The following schedule will constitute the tier schedule for employees hired after June 30, 2018 during their first seven (7) years of employment under this Agreement:

First year of employment	76%
Second year of employment	76%
Third year of employment	76%
Fourth year of employment	82%
Fifth year of employment	88%
Sixth year of employment	94%
Seventh year of employment	100%

Provisions governing hourly wages:

- (a) Shift Differential. All references to hourly rate in Appendix A does not include the shift differential. The shift differential as specified in Article 11.9 is entirely separate from and is in addition to the hourly rates noted in Appendix A.

The parties agree that the District may create in the future a ten (10) month custodial classification, so long as the current twelve (12) month employees are not adversely affected. Parties will convene a meeting on a case-by case basis to negotiate the impact of this provisions and to resolve each situation.

APPENDIX B

JOB DESCRIPTIONS

A. Custodial Department

1. General Duties

- (a) Clean rooms as follows: Empty wastepaper baskets and pencil sharpeners; clean blackboards and erasers; wash desk tops; dust window sills, window frames and bookcases; replace burned out light bulbs; check windows and window blinds; sweep floor with dust mop or vacuum carpeting; turn off lights; set thermostat to night control if Univent is running; and lock doors.
- (b) Clean adjoining storerooms.
- (c) Clean cafeteria, auditorium and lobby, gymnasium and lobby, and all hallways adjoining main hallways. Empty dispensers daily, use wet mop if necessary.
- (d) Dust fire stations, fire extinguisher, closets, window sills, ledges and ticket booths found along various points in hallways and lobbies. Polish door knobs and other metal fixtures.
- (e) Dust mop hallways and flights of stairs adjoining hallways. Dust and clean banisters and ledges on stairways. Dust mop both landings. Use wet mop if necessary. Clean and disinfect all drinking fountains.
- (f) Clean offices, reception rooms, faculty rooms, etc. according to (a) above.
- (g) Clean restrooms as follows: Sweep floor, flush commodes and urinals; clean commodes and urinals with bowl cleaner - use swab supplied; load toilet paper dispensers; check all dispensers and fill if needed; wipe commode seat and chrome; wash sinks with cleanser, wipe mirrors and check wall for writing (obscene), remove same; replace lights if necessary; empty wastepaper baskets and sanitary dispensers.
- (h) Clean boys' and girls' locker rooms and showers. Use same procedure as (g). Hose down locker rooms and showers twice a week using disinfectant, as provided.
- (i) Clean, dust mop and empty trash bag into proper container and dispose of all garbage and trash.
- (j) Return dirty rags and mops to designated area.

- (k) Report all damaged equipment in designated cleaning areas.
- (l) Responsible for raising and lowering the flag each day.
- (m) Responsible for snow and ice removal on walkways.
- (n) Vacuum pool and clean pool area.

B. Maintenance Helper Department

1. General Duties

- (a) Assisting maintenance personnel in general maintenance assignments.
- (b) Cutting grass, trimming, and general upkeep of grounds.
- (c) Painting.
- (d) Moving chairs, furniture, supplies and equipment from one building to another.
- (e) Moving piano from floor to floor by elevator or mechanical devices with assistance.
- (f) Moving heavy equipment with proper equipment and assistance.
- (g) Replacing ceiling tile, floor tile, etc.
- (h) Grease/change oil in district vehicles.
- (i) Drive district vehicles.
- (j) Make general repair to furniture, install pencil sharpeners, etc.
- (k) Line football field or track for events.
- (l) General repairs of handyman nature.
- (m) Minor roof repairs
- (n) Ballast and light replacement

2. All employees under this agreement may be used as custodians at the discretion of the District.

C. Maintenance Department

1. General Duties

- (a) Make necessary building repairs in connection with carpentry.
- (b) Make necessary building repairs in connection with plumbing.
- (c) Make necessary electrical repairs when possible.
- (d) Complete all repairs of handyman nature.
- (e) Replace broken windows.
- (f) Make necessary masonry repairs.
- (g) Responsible for snow plowing of roadways.
- (h) Responsible for painting.
- (i) Make general repairs to furniture and equipment.
- (j) Responsible for general upkeep of grounds, trimming, grass cutting with tractor or other equipment, and other related functions.
- (k) Maintain pool filtering system.
- (l) Hauling chairs for commencement exercises, etc.

2. Duties Not to be Performed

- (a) No moving of pianos up or down stairs, or from one building to another.
- (b) No moving of heavy equipment such as drill presses, lathes, etc.

3. All employees under this agreement may be used as custodians at the discretion of the District.

APPENDIX C

GUIDELINES OF EMERGENCY LEAVE

1. Religious days to be charged against this provision as mandated by School Code.

- A. Jewish New Year (Rosh Hashanah)
- B. Day of Atonement (Yom Kippur)
- C. Eastern Orthodox Christmas
- D. Moslem Eid Al Adha
- E. Eastern Orthodox Holy Friday
- F. Martin Luther King Holiday*

*The parties agree to add the Martin Luther King holiday to this list.

2. Automobile accident on day of work requiring a filing of a State Accident Report (A copy of the report must be attached to absence report.)
3. Serious sickness in the employee's immediate family requiring the services of a physician. (This doctor's certificate must be attached to the absence form.)
4. Time required to take spouse to or return from hospital.
5. Presence required in court of law (except traffic court.)
6. Difficulty in the employee's home due to acts of God.
7. Appearance necessary in an attorney's office for domestic problems or for child adoption.

APPENDIX D

CUSTODIAL MAINTENANCE UNIFORMS

- All custodial and maintenance employees will wear uniforms to be provided by the School District.
- Custodial and maintenance employees will wear shirts with name and school district badges sewn on the shirt, and work pants, provided by the school district.
- Employees will be permitted to wear work t-shirts in the summer months, provided they get approval from the Director of Facilities to do so. All t-shirts must be content appropriate for school employees as well as hygienic (no tears, holes, stains).
- Custodial and maintenance employees will be reimbursed for up to two (2) pairs of work shoes per year at a combined total cost of \$200.00 to be reimbursed when the proper receipts are turned into the school district. Pre-approval from the Director of Facilities is required for reimbursement.
- Maintenance and Custodial employees will wear winter coats supplied by the District.

APPENDIX E

SUBSTITUTE CUSTODIAN POLICY

A. Daylight Bargaining Unit Substitutes

1. If no substitute custodian is available for work from the district substitute list when a first shift call-off occurs, the Director of Maintenance will call the second shift custodians assigned to that building to replace the first shift custodian. The second shift custodian will report to work at least four hours prior to the regular start of his or her shift. After the daylight shift ends, the second shift custodian working for the daylight custodian will then work his or her regular assigned position. The individual with the least amount of seniority of those individual responding to the call must report for work.
 - a. When the daylight female custodian calls off at the high school, the replacement will proceed with the most senior female. In the event no females are available, the procedure in No. 1 will be followed.
- 3 In the event that none of the second shift custodians can be reached from that building, then second shift custodians from other buildings will be called to replace the call-off worker. District seniority will prevail.
- 4 Custodial staff members working the 10:00 p.m. to 6:00 a.m. shift will not be considered for the assignment.

B. Second/Third Shift Bargaining Unit Substitutes

- 1 If no substitutes are available for call-off vacancies for the second/third shift, the overtime provisions of Article X and Article XI shall prevail. The custodian with the least district seniority in the building must work the overtime if all other custodians in the building refuse.