

# **AGREEMENT**

BETWEEN THE

UPPER ST. CLAIR SPECIAL SERVICE FEDERATION  
AFTPA, AFT

AND

UPPER ST. CLAIR SCHOOL DISTRICT

FOR

**2020-2025**

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ARTICLE I  
PREAMBLE

This Agreement, entered into this 29 day of June 2020, by and between the Board of School Directors of the Upper St. Clair School District, hereinafter called the "Board", and the Upper St. Clair Special Service Federation AFTPA, AFT, hereinafter called the "Federation".

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II  
RECOGNITION

The Board hereby recognizes the Federation as the exclusive representative for purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Certification under Act 195 at Case No. PERA-R-84-347-W, but excluding executive secretary (high school).

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is hereby defined as a complaint regarding the meaning, interpretation or application of any provision in this Agreement.

2. Work Day

A work day, for the purposes of this Article only, is defined to mean the calendar days of Monday through and including Friday except where any of these days is observed by the grievant as a holiday under Article VI.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

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. The time limits specified may, however, be extended by mutual agreement.

Failure of the School District to furnish its answer at any step of this procedure within the specified time limit shall automatically advance the grievance to the higher step unless the parties have mutually agreed upon an extension of time for the step answer.

2. YearEnd Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

3. Informal Conference - Immediate Supervisor

An employee or employees with a grievance shall first discuss it with his immediate supervisor within ten (10) work days of when the employee knew or reasonably should have known of the event giving rise to the grievance, either directly or through the Federation's designated representative, with the objective of resolving the matter informally.

The immediate supervisors for the purpose of this section are defined as:

Employee

Teacher Aides  
Secretaries at Schools  
Guidance Secretaries-H.S.  
Secretary at Central Office  
Custodians  
Maintenance  
Mechanics and Transportation  
Assistant  
Cafeteria Employees  
Technical Instructional Aides

Immediate Supervisor

Building Principal  
Building Principal  
Director of Guidance  
Immediate Supervisor  
Facilities Manager  
Facilities Manager  
Director of Transportation  
Food Services Manager  
Director of Technology/Building  
Principal



Health Room Aides  
Student Records and  
Scheduling Assistant  
Maintenance Secretary

Building Principal  
Director of Guidance  
  
Facilities Manager

4. Level One

If the matter is not adjusted in the informal conference, the complaint shall be reduced to writing within five (5) work days on a form agreed upon by the parties and submitted to the immediate supervisor. The immediate supervisor shall record his answer on the form and return it to the employee and the Federation within five (5) work days.

5. Level Two - Human Resource Department

If no decision has been rendered by the immediate supervisor within five (5) work days or if the aggrieved person(s) is not satisfied with the disposition of his grievance at Level One, the grievant may, within five (5) work days, file the grievance with the Human Resource Director, or the Superintendent's designee. The Human Resource Director, or the Superintendents' designee, shall hold a conference within five (5) work days. Such person shall file a written decision within five (5) work days after the close of the conference and return it to the grievant and to the Federation.

6. Level Three - Superintendent

If no decision has been rendered by the School District at Level Two within five (5) work days or if the aggrieved person(s) is not satisfied with the disposition of his grievance at Level Two, the Union President may, within five (5) work days, appeal the grievance with the Superintendent. The Superintendent, or his designee, shall hold a conference within five (5) workdays. The Superintendent shall file a written decision within five (5) workdays after the close of the conference and return it to the grievant and to the Federation.

7. Level Four - Arbitration

- a. If the Federation is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) work days after the close of the conference at Level Three, the Federation may, within ten (10) days after receipt of the written decision by the Superintendent, or twenty (20) work days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing binding arbitration under ACT 195.
- b. Within ten (10) work days after such written notice of submission to arbitration, the Board and the Federation 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 specified period, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation for a panel of seven (7) arbitrators, each of whom shall be a member of the National Academy of Arbitrators. The Federation and then the Board shall alternately strike three (3) names each and the remaining person shall be the arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Federation and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the 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 Board and the Federation and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and other services required by the arbitrator shall be borne equally by the Board and the Federation, it shall be borne equally by the Board and the grievant. Any other expense incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

I. Employee and Federation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Federation. When an employee is not represented by the Federation, the Federation shall have the right to be present at all stages of the grievance procedure.

E. Miscellaneous

I. Group Grievance

If, in the judgment of the Federation, a grievance affects a group or class of employees, the Federation may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Federation may process such a grievance through all Levels

of the Grievance procedure even though the aggrieved person does not wish to do so.

2. School Board Grievance

The Board through the Superintendent may process a grievance against the Federation, but not against any individual classified employee, regarding the meaning, interpretation or application of any provision of this Agreement, such grievance to be filed originally at Level Three of this grievance procedure. The filing of the grievance would be done by presenting the Federation with the proper forms. A conference shall be held at Level Three on such a grievance before it may be referred to arbitration in accordance with Level Four of this grievance procedure.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Administration and the Federation and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, heretofore referred to in this Article.

6. Release Time - Grievance Procedure Involvement

No employee shall suffer loss of any pay for time spent during regularly scheduled working hours in attending hearings provided for in the Grievance Procedure.

7. Verification

On or before September 15 each year, the Federation shall verify to the Board in writing all of its agents authorized to adjust grievances or disputes under this Article. The actions of any person not so authorized will be without prejudice to the grievance or dispute in process.

ARTICLE IV  
FEDERATION RIGHTS

A. Inter-school Mail

The present practice of allowing the Federation to have reasonable use of school mail boxes shall be continued provided it does not interfere with regular school mail.

B. School Facilities

The present practice of normally allowing the Federation and its representatives the use of school buildings for meetings after school hours if those buildings are unscheduled for other use at the time requested shall be continued. Arrangements for such meetings shall be made with the Director of Human Resources.

C. School Equipment

The Federation shall have reasonable use of school facilities and equipment for School District-related union business, including computers, typewriters, duplicating equipment, calculators and audio-visual equipment at reasonable times, when such equipment is not otherwise in use shall be continued. The Federation shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

D. Bulletin Boards

The Federation will have the right to reasonable use of cafeteria bulletin boards for Federation business. In addition to the cafeteria bulletin boards, reasonable use of the bulletin boards in the custodial office and faculty lounges will be permitted in all schools.

ARTICLE V  
HOURS OF WORK

A. Regular Hours

The regular hours of work each day for employees during the day shall be consecutive, except for an unpaid lunch period and except where otherwise mutually agreed upon between the parties.

B. Work Week

The normal work week shall consist of five consecutive work days of eight (8) hours or less.

Custodial and maintenance employees may voluntarily agree to a work week schedule which would consist of seven days, any two of which would be scheduled days off. Employee may revert to prior work schedule upon giving thirty day written notice to his/her supervisor.

C. Work Day

I. Custodians

The normal day shall be eight (8) hours in length. A one-half (1/2) hour unpaid duty-free lunch period and two (2) fifteen (15) minute paid breaks shall be scheduled for each shift. The lunch period shall be in addition to the eight (8) hour work day and the breaks shall be included in the eight (8) hour work day.

2. Maintenance Employees and Mechanics

The normal work day shall be eight (8) hours in length. A one-half (1/2) hour unpaid duty-free lunch period and two (2) fifteen (15) minute paid breaks shall be scheduled for each shift. The lunch period shall be in addition to the eight (8) hour work day and the breaks shall be included in the eight (8) hour work day.

3. Nutrition Center Employees

The normal work day shall be less than five (5) hours in length. A one-half (1/2) hour unpaid duty-free lunch period shall be provided in addition to the scheduled work hours. A fifteen (15) minute paid work break shall be provided to employees scheduled to work a four (4) hour work day or longer. This break shall be in the morning if the employee's lunch comes after serving time or in the afternoon if the employee's lunch comes before serving time. Employees working an eight (8) hour work day shall have a one-half (1/2) hour unpaid duty-free lunch period and two (2) fifteen (15) minute paid breaks.

4. Teacher Aides and Health Room Aides

The normal work day shall be seven (7) hours in length. A one-half (1/2) hour unpaid duty-free lunch period shall be provided in addition to the seven (7) hour day. The aides work day shall include a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon, with such breaks arranged on a schedule developed by the building principal for each employee.

The school district may, at its discretion, designate certain teacher aide assignments to have a normal work day of up to 7 hours and 45 minutes. Such designation shall not be permanent and may be changed by the school district. Such additional hours shall be paid at the employee's normal hourly rate, calculated by dividing the employee's salary by 1323.

5. Technical Instructional Aides

The normal work day for a Technical Instructional Aide shall be 8 hours in length. A one-half (1/2) hour unpaid duty-free lunch period shall be provided in addition to the eight (8) hour day. The Technical Instructional Aide work day shall include a fifteen (15) minute paid break in the morning and afternoon. These breaks shall be arranged on a schedule developed by the building principal for such employee.

6. Secretaries, Student Records and Scheduling Assistant, Student Data Mgmt Assistant, and Transportation Assistant

The normal work day during the regular school year shall be eight (8) hours in length. A one-half (1/2) hour duty-free unpaid lunch period shall be provided in addition to the eight (8) hour day. During the summer months (six (6) weeks beginning week of July 4) these employees will work from 8:00 a.m. until 3:30 p.m. which shall include one(!) hour unpaid duty-free lunch period. These employees shall be scheduled by their principals or immediate supervisor for a fifteen (15) minute paid break in the morning and afternoon throughout the school year. These employees will continue to be permitted to leave work one-half (1/2) hour early on Fridays and days before holidays throughout the school year without reduction in pay. On teacher workshop days during the school year when no cafeteria service is provided, the lunch period shall be one (1) hour in length. Days off during the regular school year shall continue according to prior practice. However, when school is called off because of emergency reasons and/or adverse weather conditions, these employees will report for work as soon as the emergency reason or weather conditions permit.

7. Lunch Period

The duty-free lunch period referred to above shall be time when work is not assigned to employees.

8. School Emergencies

The parties recognize that school emergencies may on occasion take precedence over scheduled paid break times, but the scheduled break shall be rescheduled within the confines of that work day to assure this time is not lost.

9. Work Breaks

Each employee shall adhere to the scheduled time breaks except during emergencies or with special permission from his supervisor.

10. Full-time Employees

Employees whose normal work schedule is five hours or more per day shall be considered full-time employees.

D. Length of Work Year

The School District shall continue its practice of offering twelve (12) months employment to all permanent, full-time custodians, full-time maintenance employees, full-time secretaries and the Student Records and Scheduling Assistant (normally 260 days). For purposes of calculating a daily and/or hourly rate of pay the annual salary shall be divided by 2,080 hours (1,955 hours for Head Secretary, Secretary I, Student Records and Scheduling Assistant, Transportation Assistant, and Student Data Mgmt Assistant) and this number multiplied by the hours in the work day as recited above. The normal number of work days recited under Length of Work Year above, includes paid holidays and allocated vacation days for all permanent full-time custodians, mechanics and maintenance employees and also includes school holidays for secretaries and the Student Records and Scheduling Assistant. Secretaries and the Student Records and Scheduling Assistant are required to attend one staff development day.

1. Nutrition Center Employees

The normal work year for nutrition center workers is related to the number of student attendance days (normally 184 days). The District may schedule one additional training day which will be paid at the employee's normal hourly rate.

2. Teacher Aides and Health Room Aides

The normal work year for Teacher Aides and Health Room Aides will be 189 days. Days beyond student attendance days will be designated by the District as staff development days or work days.

3. Technical Instructional Aides

The normal work year for Technical Instructional Aides will be 193 days. Days beyond student attendance days will be designated by the District as staff development days or work days.

4. Number of Work Days

These recitals of length of work year do not constitute a guarantee of any minimum number of work days per year.

5. Changes

The District has the right to require each employee to work the total number of days stated in Article V. In the event of a situation impacting one or more buildings, but which does not cancel school for the entire school district, (e.g., power disruption, water problem, heating problem, etc.) the District may elect to cancel school and to cancel work for some or all employees on a building by building basis. The District may thereafter set a revised schedule for the effected employees to reschedule the missed day with no additional pay.

Changes to the school calendar in response to unplanned school closures impacting the entire school district, (e.g. inclement weather) are not covered by this provision and will continue to be made as in the past.

The normal work days and work years described in this Article will not be altered or changed for arbitrary or capricious reasons. In the event of change, the Federation will be consulted before implementation thereof.

It is understood and agreed that if a full time employee in the bargaining unit at time of execution of this Agreement retires or resigns from employment, the School District will not fill such vacancy by creating two part time positions for the purpose of disqualifying such employees for eligibility for fringe benefits including pension provided for other full time employees in the same classification. It is understood and agreed that no full-time employee in the bargaining unit at time of execution of this Agreement will have his/her normal work day changed during this Agreement for the purpose of disqualifying him/her for eligibility for fringe benefits including pension provided for other full-time unit employees in the same classification, provided that this provision does not restrict the District's right to furlough.

E. Part-Time Nutrition Center and Custodial Employees

The parties recognize the right of the School District to employ part-time Nutrition Center and/or custodial employees.

F. Part-time Nutrition Center and Custodial Employees

1. All employees classified as Part-time Nutrition Center or Custodial employees shall be carried on separate seniority lists based upon date of hire.
2. Part-time employees shall have the right to bid for full-time positions according to Article X.
3. Part-time Nutrition Center workers and part-time custodial employees are covered by this Agreement, but are excluded from coverage by Articles and Sections that specify full-time employees and the following Articles and Sections:



- Article V, Hours of Work, Sections B, C-paragraphs 1 & 7, & D
  - Article VI, Holidays
  - Article VII, Vacations
  - Article VIII, Sick Leave Days, Sections A, B, C, E, & F
  - Article IX, Leaves of Absence, Sections A, F, & G
  - Article XIV, Insurance Protection, except as may be permitted by the District under Section A, paragraph 10, and Section I
4. New personnel will be classified as either part-time or full-time as the needs of the District dictate. The work schedule for part-time custodians will be not less than 12 hours or more than twenty hours in a workweek. Part-time Nutrition Center employees will work a maximum of four hours and thirty (30) minutes per day. Part-time custodial and Nutrition Center personnel will move on step as all other employees do.

G. Sunner Cleaning Hours

1. District will request if any employee in the building would like to volunteer for second shift coverage.
2. If no volunteers, the District will request if employees in the building agree to rotate the second shift schedule.
3. If the rotating schedule is not agreed upon, the District will open the request for second shift coverage to all buildings.
4. If there are no volunteers District-wide, the least senior person in the building will be required to work the second shift schedule.

ARTICLE VI  
HOLIDAYS

A. Holidays

1. The following days shall be observed as unworked holidays for all full-time secretaries, clerks, custodians, mechanics and maintenance employees, subject to the conditions stated below:
  - (a) Independence Day
  - (b) Labor Day
  - (c) Thanksgiving Day
  - (d) Thanksgiving Friday
  - (e) Day before Christmas
  - (f) Christmas Day
  - (g) Day after Christmas
  - (h) Day before New Year's
  - (i) New Year's Day
  - (j) Good Friday
  - (k) Memorial Day

2. Whenever any of the holidays listed above in this Article shall fall on Saturday, the preceding Friday shall be observed as the holiday and whenever any of the holidays listed above in this Article shall fall on Sunday, the following Monday shall be observed as the holiday, (both situations subject to the requirements of the school calendar).
3. If a scheduled holiday is observed during an employee's vacation, it shall be added to the vacation time off.
4. Employees scheduled to work and who actually do work on a day observed as a holiday under paragraph A-1 will be paid time and one-half for all hours so worked, in addition to unworked holiday pay.
5. Where an employee performs no work on a holiday and provided he works all other scheduled days during the holiday work week, then unworked holiday hours shall be counted as hours worked in determining weekly overtime under Article XI Section A of this Agreement.
6. Any teacher aide, health room aide, technical instructional aide or nutrition center employee who is required to work on a holiday designated in paragraph A-1 shall be paid time and one-half for each hour worked on the holiday.

## ARTICLE VII VACATIONS

### A. Vacation Time

The vacation year shall begin on July 1 of each year and end on June 30. Vacation time off shall be granted to all full-time, active secretaries, custodians, mechanics, maintenance employees and the student records and scheduling assistant as follows:

### B. Eligibility

Employees shall be eligible for vacation leave immediately upon hire prorated from their start date in their first year of employment and allotted annually on July 1<sup>st</sup> of each subsequent year of employment according to the following schedule:.

#### Completed Service

0 months but less than 8 years	Two (2) Weeks
8 years but less than 15 years	Three (3) Weeks
15 years or more	Four (4) Weeks

If an employee begins his employment on July 1 of a given year, he will have completed one year of service on July 1 of the following year.

If an employee begins his employment between July 2 and December 31 of the preceding year, he will be credited with a full year the second year and each year thereafter.

Example: Employee start date is November 1, 2003

11/1/2003	Six (6) days of vacation
7/1/2004	Two (2) weeks vacation
7/1/2012	Three (3) weeks vacation
7/1/2019	Four (4) weeks vacation

If he begins his employment between January 1 and June 30 of the year, he receives no credit for the year or in subsequent years.

Example: Employee start date is January 1, 2003

1/1/2003	Five (5) days of vacation
7/1/2003	Two (2) weeks vacation
7/1/2011	Three (3) weeks vacation
7/1/2018	Four (4) weeks vacation

C. Request for Vacation

Prior to March 31 of each year, the School District will circulate a request for vacation scheduling to each eligible employee and no later than April 30 (one(!) month later) will advise employee of the acceptability or unacceptability of his request. Where conflicts exist, the senior employee will be given vacation scheduling preference.

After March 31, employees may request vacation time off at any time during the vacation year but any such request is subject to the needs of the school system. Such requests will be considered in the order received. In the case of multiple requests received on the same day, the senior employee will be given scheduling preference, if the request for vacation is granted by the District.

D. Partial Vacation Allowance

Employees discharged for cause or employees resigning prior to January 1 of any year shall not be entitled to vacation pay. Employees resigning on or after January 1 of the vacation year will receive a pro-rata vacation payment at time of termination. Employees dying at any time during the vacation year will have a pro-rata vacation payment made to their estates. The present practice of the District in pro-rating vacation pay for employees who are off of work for a portion of a year will be modified so that time off of work during which the employee is using sick days will be credited as working time.

ARTICLE VIII  
SICK LEAVE DAYS

A. Full-Time Employees

Full-time, active secretaries, clerks, custodians, maintenance employees, mechanics, nutrition center employees, teacher aides, health room aides, technical instructional aides and the student records and scheduling assistant shall be credited with ten (10) sick leave days per year on July 1 of each year. The unused portion of this leave shall continue to accumulate indefinitely, and there shall be no limit on the number of accumulated sick leave days taken at one time.

If an employee resigns, is discharged or is absent on an approved, unpaid leave of absence during the school year, the credited number of sick days shall be pro-rated based upon full months of attendance.

B. Accumulated Sick Days

All employees shall be notified as to their accumulated sick leave as of July 1, no later than the last pay in November of each year.

C. Certification

It is understood that sick leave is intended for use when necessary due to the employee's sickness, however a maximum of five (5) sick days per year may be used for serious illness of a child, spouse or parent of the employee. All sick leave days shall be certified by the employee and endorsed by the Building Principal or designated supervisor for building secretaries and aides, the District Facility Manager for custodians, the immediate supervisor for Central Office secretaries, the Facility Manager for maintenance employees, the Director of Transportation for mechanics and Transportation Department secretary and the Food Services Manager for nutrition center employees. The Human Resource Director or the applicable supervisor named above may require a physician's certificate whenever sick leave abuse is suspected.

D. Workplace Injuries and Disability Protection

In compliance with state law, the District shall carry the stipulated insurance covering employees against injury and occupational disease, which might result from their employment.

A job related injury compensable under Workers' Compensation shall be treated according to the following guidelines:

WC absence 1-7 days	Day 1 to 7, employee will only receive a USC District paycheck (no deduction)
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	from employee's sick leave account)
WC absence 8-14 days	Day 8-14, employee will only receive check from workers' compensation insurance carrier (no deduction from employee's sick leave account)
WC absence 15 or more days	Day 15 +, employee will only receive check from workers' compensation insurance carrier, retroactively to first day of WC absence through the remainder of the WC leave (no deduction from employee's sick leave account)

Any employee who is injured at work or who has an incident which may result in injury, must immediately report such injury or incident to supervision. Supervision may refer the employee to the school nurse. If the school nurse is not available, supervision may refer the employee for emergency room medical examination. Supervision shall accommodate a request by such employee to be examined by a doctor.

The District may schedule, but shall not be required to schedule, an employee who due to an on the job injury cannot perform his or her normal job, to perform any available work of the type performed by bargaining unit employees which the employee is physically able to perform. The employee will be paid at his or her regular rate of pay while performing such work.

E. Attendance Bonus

There are two (2) perfect attendance bonus periods. The first period is July 1 to December 31 and the second is January 1 to June 30. A perfect attendance bonus earned for the first six (6) month period will be paid in the last pay in January and a perfect attendance bonus earned for the second six (6) month period will be paid in the last pay in July.

A full time 12-month employee who has perfect attendance in a perfect attendance bonus period during this agreement will receive a \$400 attendance bonus. An employee who does not have perfect attendance because the employee was absent from work for only one full or partial day of work will be paid an attendance bonus of \$175. Full time 10-month employees will receive \$250 for perfect attendance during the first attendance bonus period or \$150 if they only miss one full or partial day during the first attendance bonus period, and \$400 for perfect attendance during the second attendance bonus period or \$175 if they only miss one full or partial day during the second attendance bonus period. Perfect attendance is defined as not being absent from work for any full or partial day of scheduled work. The only absences that will not break perfect attendance are absences due to (1) bereavement leave, (2) jury duty or (3) an absence due to the taking

of one personal day or vacation provided such vacation was scheduled one week prior to the day of the absence.

F. Sick Leave Bank

All employees shall have the option to become members of a Sick Leave Bank. Such membership shall be effected by the signing of an enrollment form by each individual. Membership shall then be continuous from year to year unless the Business Office and the Association president are notified otherwise within ten (10) days of the opening of classes in any successive school year.

Throughout the life of this Agreement, each employee may surrender up to two (2) days per year into the Sick Leave Bank for use by members of the bargaining unit. The Union Review Committee shall designate the number of days not to exceed two (2) to be surrendered each year.

- a. Use of days from this Bank shall be determined by a Union Review Committee consisting of five (5) members.
- b. Request for use of days from this Bank for long-term disability shall be made in writing to the Review Committee which may grant or refuse such requests at its discretion.
- c. The sole responsibility of the School District will be to transfer the designated days upon request.
- d. The District shall not be liable to any employee for any claim which may arise concerning the operation of the Sick Leave Bank.
- e. The Federation shall annually notify the Human Resources Department by September 15th, of the participating employees and the number of authorized Sick Leave Bank days to be deducted.

ARTICLE IX  
LEAVES OF ABSENCES

A. Personal /Emergency

The School District will make available annually three (3) paid days of emergency leave to employees covered by this Agreement. Employees need not specify in writing the nature of the emergency. Emergency leave is not cumulative from year to year, however, a maximum of three (3) unused emergency days per year may be added to sick leave accumulation. An emergency day shall be defined as absence for reason of an immediate and urgent nature where the matter cannot be rescheduled for non-working time or cannot be accomplished by another person in behalf of the employee.

One of the emergency days listed above may be taken as a personal day. Although no reason need be given for taking a personal day, such days must be submitted in writing prior to being used. The following rules apply to the use of a personal day:

1. May not be used to extend regular holiday or vacation periods, unless extenuating circumstances exist. The Superintendent may grant requests for use to extend regular holiday or vacation periods for reasons including but not limited to weddings, extension of funeral time, graduations and military events. The Superintendent's decision shall not be subject to the grievance procedure.
2. May not be used during the first or last week of school.
3. May be declined when the number of requests indicate that a serious disruption of the education process would result.
4. Employee may use the personal day in connection with a major religious holiday where religious observances interfere with performance of duties.

Any suspected abuse of emergency leave will result in investigation and discipline if abuse is found.

#### B. Personal Days for Part Time Employees

Part time employees shall be credited with three (3) personal days annually that shall not accumulate from year to year and that shall have no pay out value.

#### C. Bereavement

In the event of the death of a member of the employee's immediate family, which 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, there shall be no deduction in salary of said employee for an absence not in excess of five calendar days, beginning with the date of death. If the employee has worked that day or any portion thereof, the leave shall begin the day after the date of the death.

In the event of death of a grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, there shall be no deduction in salary of said employee for an absence not in excess of three (3) calendar days, beginning with the date of death. If the employee has worked that day or any portion thereof, the leave shall begin the day after the date of the death.

In the event of the death of a near relative, which shall be defined as first cousin, aunt, uncle, niece, or nephew, there shall be no deduction in the salary of said employee for absence on the day of the funeral.

Up to two (2) of the allotted bereavement days may be taken at a later date to attend a memorial service. Further, with the approval of the Director of Human Resources or the Superintendent's designee, an employee may delay taking allotted bereavement days if the funeral service will not occur during the normal bereavement period after the death.

Additional days off may be granted by the District under subsection A of this Article.

D. JmyDuty

Employees covered by this Agreement who are called for jury duty during their normal work schedule will be compensated at their regular pay daily rate. To receive such pay, employees will submit proof of jury service to the school district. Employees who continue to serve on jury duty beyond noon shall be excused from reporting for work on their regular shift.

E. Personal LeaveRequest

Employees may request other leaves of absence without pay for personal reasons. The School District shall exercise its discretion in granting such leaves. All communications requesting, granting or denying such leaves of absence shall be in writing.

F. Employee Option

While on leave of absence pursuant to Section E above, employees may continue life insurance and health benefits at their own expense. All other benefits cease until the employee returns to work.

G. Leave of Absence for Extended Illness or Disability

When an employee's paid leave of absence for illness or disability, or FMLA leave has expired, whichever is later, the employee shall be entitled to receive health and insurance benefits in accordance with the following schedule.

<u>Years of Service</u>	<u>District Pays</u>	<u>Employee Pays</u>
<u>Contractual Costs</u>	<u>Full Cost</u>	
1 to less than 5	1 Month	3 Months
More than 5	2 Months	6 Months

An employee who returns to work for less than the 90 work days, but is unable to continue to work, will be eligible to resume health and insurance benefits for the remainder of the periods of benefit eligibility set forth in the above chart.



In order to qualify for a second or later application of this section, the employee must have returned to work and worked a minimum of 90 work days.

ARTICLE X  
SENIORITY AND WORK FORCE CHANGES

A. Seniority Definitions

"District Seniority" means an employee's length of service with the School District since his/her first day of continuous work on a bargaining unit job. "Classification Seniority" means an employee's length of continuous service in his/her current job classification or frozen seniority in another classification. The District shall provide seniority lists to the Federation by November 1 of each year. Said lists shall be updated periodically.

1. If an employee is laid off, his/her accrual of District and classification seniority shall continue for a period of one (1) year from the date of layoff; and he/she shall not lose any seniority accrued as of that date.
2. Any employee who is on layoff shall maintain District and classification seniority status with the employer for a period of two (2) years from the date of layoff. The amount of seniority which the employee maintains under this paragraph shall include the one (1) year which may be accrued as described in paragraph A above.
3. The following shall constitute a break in continuous service as referred to in this Section: Resignation, separation for just cause, failure to report within three (3) work days after recall (said notice of recall shall be made by certified mail), abandonment of position as evidenced by unexcused absence of more than three (3) consecutive work days unless absence is excused by the Superintendent and expiration of two years while on layoff.
4. Absence for illness or disability shall also constitute a break in service after eighteen (18) months, provided the employee notifies the District between the beginning of the ninth month and the end of the twelfth month of the absence that the employee intends to return. If no notification in writing is provided before the expiration of twelve (12) months, employment shall be terminated at that time. Former employees who are reemployed within six (6) months of break in service will have all prior service restored.

B. Probation Period

1. New Employees

- a. New employees shall be added to the seniority lists ninety (90) actual work days after their first day of work provided that they are qualified,

pass their physical examination and obtain appropriate clearances and references.

- b. An employee who successfully completes his/her probationary service will have his/her District and classification seniority back-dated to his first day of work.
- c. Employees during their probationary period shall have all rights provided by this contract except that they may be discharged by the Board at its sole discretion and said discharge shall not be subject to the grievance procedure set forth in this Agreement.

## 2. Promotions

- a. Employees seeking a promotion to a posted position shall submit an application in writing to the Director of Human Resources, or the Superintendent's designee.
- b. An employee who accepts a promotion will be required to successfully complete a sixty (60) actual work day probationary period.
- c. The District may remove a promoted employee, who has documented unsatisfactory work performance, from the new position during the probationary period.
- d. The promoted employee may choose, during the probationary period, to return to the job classification held prior to the promotion.
- e. Employees who are moved from or choose to move from a promotional position will be moved to a vacant position in the job classification previously held. If there is no vacancy, the employee will bump the least senior employee.
- f. Upon the move to the lower job classification the employee's salary will be reduced to the salary held prior to the promotion.

## C. Work Force Changes

### I. Job Elimination

- a. When an employee's position is eliminated for any reason, he/she may elect to exercise his seniority right to bump -- replace an employee with less classification seniority. Such employee shall, if he/she so elects, bump the most junior employee in his/her job classification in the bargaining unit provided in each case the bumping employee has greater

classification seniority than the employee whom he/she bumps and is physically fit to perform the work.

- b. Employees shall be recalled from layoff according to their classification seniority and to lower classification on the basis of their district seniority and qualifications to perform available work in an equal or lower classification. No new employees shall be hired until all employees on layoff status qualified to perform the work have been recalled.
- c. When an employee whose position is eliminated does not have sufficient classification seniority in order to bump within his/her classification then and only then he/she will be permitted to bump the most junior employee in an equal or lower job classification in the bargaining unit, based on District Seniority, which he/she is physically fit and otherwise qualified to perform.
- d. Any employee who is bumped in accordance with paragraphs a and c of this section will likewise be entitled to exercise similar bumping rights.
- e. Any employee may exercise an option to elect layoff instead of bumping in accordance with paragraphs a, c and d of this section. Once this election is made it may not be changed and the employee must accept the first recall opportunity to which his classification seniority applies. He/she may continue to decline recall to other classifications but paragraph 1-b of this Article shall apply at all times.

## 2. Vacancies

When permanent vacancies occur for any reason and the District elects to fill such vacancies, the vacancies or new positions shall be posted immediately on the District Internet and/or Intranet for a period of five (5) full workdays. The posting shall include the job title, building location and scheduled days and hours worked. Information on all qualifications necessary for the position shall be available at the Human Resource Office. Employees interested in the position must submit an application via the District's applicant tracking system (TalentEd) during the five (5) day period. All internal bargaining unit candidates must have completed their probation period and meet the position description requirements in order to be considered for a vacancy. The District may fill the position on a substitute basis for no more than thirty (30) calendar days.

In order to be considered for any and all vacancies resulting from a transfer of a bargaining unit employee into the original posted vacancy, an employee must submit an application for the original posting via the District's applicant tracking system (TalentEd). This submittal must occur at the same time that applications are filed for the first (original) posted vacancy. Bargaining unit employees who do not submit an application for transfer at the time of the original posting will

not be considered for any vacancies resulting from the filling of the original posting.

In the event vacancies result from the filling of the original posting, individuals who applied at the time of the first (original) posting will be notified of the job title, department, name of building, the starting and quitting time, and the number of hours of work for the position that is now vacant and asked if they want to be considered. Such a procedure shall be followed until all of the resulting subsequent vacancies have been filled.

With regard to job bidding, the following shall apply:

a. Lateral Transfer

Employees desiring to transfer within classification to the original posting or any subsequent vacancy shall submit an application as required above. All employees applying for a lateral transfer must have completed a minimum of six months in his/her current assignment. If in the sole discretion of the District, the two most qualified applicants requesting the transfer are determined to be equally qualified for the position, District Seniority shall prevail. The decision of the District shall be final.

b. Promotions (Movement between Classifications)

All bargaining unit candidates will be evaluated in accordance with the Evaluative Instrument and other job-related factors as outlined in the job description. If in the sole discretion of the District, the two most qualified applicants requesting the promotion are determined to be equally qualified for the position, District Seniority shall prevail. The decision of the District shall be final, but shall not be arbitrary or capricious. Upon request, unsuccessful bargaining unit bidders shall have the right to a prompt explanation from the Human Resources Department, or designee, regarding the reasons why they were not selected. The successful bidder shall be placed as the least senior employee within the new classification, but prior classification seniority shall be frozen. Employees shall be moved in accordance with the salary guidelines appearing in the appendix to this Agreement.

Employees promoted to or assigned to work the job of Head Custodian shall be required to function as a working leader, i.e., such employees will perform custodial work and, as provided in the job description, shall supervise other custodians in the building. The position of Head Custodian will continue to be a bargaining unit position.

c. Nothing in this Agreement, including the job posting procedure, shall negate the Districts right, at its discretion, to assign employees in the same

classification to any work assignment in the District within that classification. Upon request of the Federation President, the Superintendent, or his designee, will provide an explanation of the basis of the decision to the Federation.

d. New Hires

If the District fills a vacancy by hiring, the District reserves the right to stait an individual at a higher salary step, as it determines necessary, in recognition of prior training and/or experience.

3. Temporary Vacancies

- a. If a vacancy is due to illness or to any other reason which would entitle the previous employee to return to the position and if the vacancy is of unknown duration, in the case of a temporary vacancy in the Head Secretary, Secretary I, Student Records and Scheduling Assistant, Custodian, Maintenance, and Aide classifications, the vacancy will be filled for the first sixty (60) work days from the substitute list. The temporary vacancy will be posted after the sixty (60) work days, in accordance with this portion of the agreement. In the case of Head Custodian, the vacancy will be filled for the first forty-five (45) work days on a building rotation basis from among the qualified custodians. Qualifications will be determined by the District. The Head Custodian vacancy will be posted after forty-five (45) work days, in accordance with this portion of the agreement. If the person selected to fill this temporary vacancy is of a lower job classification, the person shall be paid at the higher classification while employed at that position.

When a temporary vacancy under this section is filled with a person from the substitute list, then that person shall not qualify for any fringe benefits under this agreement before the position is posted to be filled and his/her salary shall be established by the school district. If the position is thereafter posted and filled by the same person, he or she shall qualify for all contract benefits beginning with the forty-sixth (46<sup>th</sup>) or sixty-first (61<sup>st</sup>) work day of employment and his/her salary shall be in accordance

with this agreement. As part of this temporary vacancy provision, no succeeding vacancies will be posted.

- b. The conditions of Section 2-b. above, shall be followed in filling these vacancies.

4. Additional Classifications

Should the School District add new classifications or substantially amend existing classifications during the life of this Agreement, the School District shall advise the Federation of the applicable rate of pay, as well as supply a general description of the proposed job duties. Such jobs shall be established consistent with the general terms and conditions of this Agreement. The parties shall negotiate the rate of pay for the new classification. If agreement is not reached, either party may refer the matter to arbitration under Article III of this Agreement.

ARTICLE XI  
OVERTIME

A. Rate of Pay

1. Time and one-half the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any work week and for full-time nutrition center employees working at banquets. Unworked paid holidays, bereavement, jury duty and vacation days shall be counted as time worked for purposes of calculating overtime pay. Personal/emergency and sick days shall not be counted as time worked for purposes of calculating overtime pay.
2. Time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of eight hours in any work day, provided that this provision shall not apply if the District and the Federation have agreed to a 4 x 10 hour day schedule for a special project.
3. When an employee has finished his normal work day and has left the property and is thereafter called-out to perform emergency duties in his regular classification, then such call-out shall be for a minimum of 2 hours of pay. At the discretion of the District the employee may be assigned less than two hours of work. Payment shall be at the rate of time and one-half his regular rate.

B. Supplying Overtime Work

1. Unless overtime work is a continuation of an employee's regular workday assignment, or involves a situation requiring immediate action in order to preserve property, equipment or personnel, the opportunity to work overtime shall be offered on a rotating voluntary basis to employees within the same job classification and building beginning each year with the employee having the most classification seniority. If overtime is declined within the building, the School District may offer the opportunity to voluntarily work overtime to employees, within the same job classification, who are assigned to other School District buildings.

2. If the overtime is declined, the next opportunity is still rotated. Overtime records shall be kept by the immediate supervisor and shall be available for inspection by employees.
3. Overtime hours worked in a calendar month shall be paid on the pay period dated the 15<sup>th</sup> of the following month.

C. Declining Overtime Work

The present practice of permitting employees to decline overtime shall continue as long as the employer is able to fill overtime needs with volunteers. If the employer is unable to fill overtime needs with volunteers, the employer may assign the least senior employee within the same job classification and building.

D. Temporary Employees

Nothing in this Article limits or controls the hiring and/or assignment of part-time or temporary employees.

ARTICLE XII  
DISCIPLINE AND DISCHARGE

A. Discipline

1. The Board shall have the right to discipline or discharge for just cause. Disciplinary measures shall include the following:
  - a. Oral reprimand, then
  - b. written reprimand, then
  - c. suspension (reason to be given in writing, with a copy to the Federation), then
  - d. demotion, transfer or discharge.
2. The above sequence of discipline will not apply where the cumulative discipline record shown by disciplinary measures described above, or seriousness of the offense warrants more severe measures by the Board, including immediate discharge under appropriate circumstances.
3. Any disciplinary action or measure imposed upon a regular employee may be processed as a grievance through the regular grievance procedure.

B. Discharge

- I. The Board shall not discharge any employee without just cause. If, in any case, the Board feels there is just cause for discharge, the employee involved will first be suspended for five work days. The employee and his Steward will be notified in writing that the employee has been suspended and is subject to discharge. At the request of the Federation, within five (5) work days, a hearing with the Superintendent or his designee will be held on the suspension. Within three (3) work days after the hearing, the Board will notify the Federation whether the suspension is modified, sustained or converted to a discharge.
2. The Federation shall have the right to take up the suspension and/or discharge as a grievance at Step II of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration, at the request of either party.
3. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. In determining full compensation, the Board shall be given credit for all monies earned or received by the employee during his/her suspension which he/she would not otherwise have received.

C. Required Meetings or Hearings

- I. Whenever an employee is required to appear before the Superintendent, the School Board, or any committee thereof where the subject of the appearance shall concern suspension or discharge of the employee or his/her salary or benefits, except where health or safety consideration require immediate action, said employee shall be given prior written notice of the reasons for such meeting and shall be entitled to have representatives of the Federation present to advise and represent him/her during such meetings or interviews.

ARTICLE XIII  
COMPENSATION

A. Salary Schedule (SEE APPENDIX A).

Each employee covered by this Agreement will receive his or her annual salary in twenty-four (24) payments paid on or before the 15<sup>th</sup>, and on the last work day of the month, except that in December when both payments are on or before December 15.



B. Work Experience Credit

If an employee begins his/her employment between July 1 and December 31 of the year, he/she shall be given credit for a full year's work on July 1 of the following year. If he/she begins his/her employment between January 1 and June 30 of the year, he/she shall be given no credit for work experience as of July 1 of that year.

C. Travel Expense

Employees shall not be required to use their personal vehicles for school business; if personal vehicles are used, the then current IRS mileage rate will be paid.

D. Tools, Equipment and Uniforms

All tools and equipment necessary to perform any bargaining unit job shall be supplied by the District. No employee shall be required to supply or use personal tools, equipment, or supplies. Each employee who is assigned tools, equipment or supplies shall be held accountable for them and may be required to replace such item at the employee's cost, if warranted, due to the employee's fault or negligence. The School District will supply safety glasses if requested by maintenance employees. The employee must furnish his own prescription. No more than one pair per year will be supplied. The School District shall pay the actual cost of safety glasses but not to exceed \$100 for single lens; \$150 for bifocals and \$200 for trifocals. Glasses must be worn. Employees on the jobs of mechanic, maintenance, custodian, pool cleaner, grounds personnel and field liner must wear steel-toed safety shoes. The District will reimburse such employees towards the purchase of such shoes included in the amounts below. Employees must wear and/or use all safety equipment required by the District during the performance of given tasks.

Mechanics and maintenance employees may purchase up to \$475.00 per year and custodial employees may purchase up to \$400.00 per year of approved work clothes and steel-toed safety shoes, at district expense, from a designated or approved clothing supplier. Employees must wear this uniform work clothing at all times while at work, provided that Bermuda-length shorts may be worn between the last and first teacher day. Full-time Nutrition Center employees may purchase up to \$150.00 per year of approved anti-slip shoes from an approved supplier. The District will provide regular full-time and part-time Nutrition Center employees with five (5) shirts and five (5) pairs of slacks annually. All Nutrition Center employees must wear this uniform work clothing at all times while at work.

All employees must follow District ordering and purchasing procedures. All employees must present receipts for reimbursement by within thirty (30) days after purchase.

All employees must wear neat, clean and appropriate attire for the job they perform, recognizing that they interact with the public and set an example for children.

E. Temporary Assignment

When an employee is temporarily assigned to perform duties in a higher classification as a replacement for illness, vacation, etc., the employee shall be paid an additional \$1.65 per hour for the duration of the work assignment, including the first day of assignment. A Nutrition Center employee will be paid at the next higher rate of the next higher classification scale beyond her current rate.

F. Temporary Upgrade (Custodian)

When a Custodian is assigned to work the job of Head Custodian or the job of Maintenance, or when a Head Custodian is assigned to work the job of Maintenance, the employee will be paid \$1.65 per hour additional, beginning with the first full day of assignment.

G. Licensing/Certification

When the District requires any bargaining unit employee to have a CDL license or other required license or certification, the employee shall be reimbursed for the cost of procuring said license or certification. In the case of a CDL license, the District shall reimburse the cost of the applicable portion of an employee's CDL license upon presentation of the employee's CDL license renewal notice.

ARTICLE XIV  
INSURANCE PROTECTION

A. Medical

- I. All full-time employees will have the option to enroll in the ACSHIC Community Blue Flex PPO Plan ("ACSHIC PPO") or the ACSHIC Community Blue Flex EPO ("ACSHIC EPO") on the following basis:
  - a. Employees who elect to remain enrolled in the ACSHIC PPO shall pay the full difference in cost between the ACSHIC PPO monthly premium and the ACSHIC EPO monthly premium. Future increases in ACSHIC PPO premiums will be borne by the employee, calculated by subtracting from the future cost of ACSHIC PPO coverage the cost of providing the same type of coverage (i.e., family, husband and wife, individual, etc.) under the ACSHIC EPO as of the month in which any rate increase takes effect.
  - b. Employees may elect to enroll in the ACSHIC EPO and the monthly premium under this plan shall be paid by the District. Employees who elect to enroll in the ACSHIC EPO may do so in an open enrollment period which shall be provided promptly after ratification of the new

contract and enrollment in the ACSHIC EPO shall be effective as soon as practical following ratification of the new contract.

2. The ACSHIC EPO is the base plan. In the later years of this Agreement, the District may change the base to the most economical plan offered by the ACSHIC, provided that such plan must provide substantially similar coverage and cannot be a catastrophic coverage type plan.
3. The coverage provided under each of the plans referenced above shall be the plan design established by the ACSHIC (or the entity offering the plan, if applicable) and include plan design changes that may be made from time to time by the ACSHIC, provided such plan design changes adopted by the ACSHIC do not significantly increase costs.
4. The School District may provide insurance benefits on either or both an insured and self-insured basis.
5. Changes in coverage elections may be made only during annual enrollment period or due to a change in family status as defined by the Plan.
6. If an employee's spouse has or has available to him or her, equivalent coverage under another group plan at a comparable or lower cost to the employee or spouse, then the employee shall not be eligible for husband/wife or family coverage under this Agreement. The School District Plan will contain standard coordination of benefits and non-duplication provisions.
7. If an employee's spouse is eligible for insurance coverage through the School District, the husband and wife shall only be entitled to coverage through one partner and shall not be eligible for the monthly payment set forth in paragraph 8 below. Coverage will be provided through the partner whose birthday is closest to but not before January 1<sup>st</sup>.
8. Provided it can be done without adverse tax consequences to other bargaining unit employees, a unit employee eligible for health insurance coverage, who has a spouse also eligible for health insurance under a plan maintained by another employer, will be paid \$200 per month if such unit employee elects not to be covered under the School District plan. Such payment will be made only after the employee presents written proof of coverage under the other plan. The unit employee may later return to the School District plan during open enrollment or due to a change in family status as defined by the plan. The employee may retain Dental and Vision coverage under this option. If members of the USCEA become eligible to receive a higher amount of reimbursement, this bargaining group shall also be eligible for the same reimbursement rate.
9. In the event a national health care program is enacted by Congress, the parties will meet to address the impact and effect of such a national program.

10. All employees other than the Full-time Employees as defined in Article V(C)(10) will have the option to enroll at 100% employee expense.
11. The parties acknowledge that it is unlikely, but possible, the Patient Protection and Affordable Care Act ("ACA") could impose an excise tax on excess benefits provided under the employer-sponsored group health plan beginning in 2018. The cost of coverage under the medical insurance plan in effect during the 2014-2015 school year was \$6,135 for individual coverage and \$17,332 for family coverage. Under current law, the excise tax will be triggered if the cost of coverage for the health plan in 2018 exceeds \$10,200 for individual coverage or \$27,500 for family coverage. The parties agree that if it is determined that the excise tax may be triggered, they will meet as soon as possible on a good faith basis to explore all available options, both at the District and at the ACSHIC levels.

B. Dental and Vision Insurance

1. The School District shall provide dental coverage and vision coverage under a plan offered through the ACSHIC and comparable to the currently offered Standard ACSHIC Dental and Vision Option.

The coverage provided under each of the plans referenced above shall be the plan design established by the ACSHIC (or the entity offering the plan, if applicable) and include plan design changes that may be made from time to time by the ACSHIC, provided such plan design changes adopted by the ACSHIC do not significantly increase costs.

- C. The maximum contribution payable by employees who elect Medical, Dental and Vision coverage will be the following percent of the total premium charged to the School District.

Effective July 1, 2018:

6% if the employee's salary is less than \$40,000, otherwise 7%,

Effective July 1, 2019:

6.5% if the employee's salary is less than \$40,000, otherwise 7.5%

For purposes of the above contribution only, an employee's earnings per year shall be calculated by multiplying the employee's straight time hourly rate of pay for the work year of the employee's job as set forth in Article V-D.

D. Life Insurance

1. The Board shall select appropriate insurance carrier to provide life insurance as follows:

- a. Group Life Insurance Coverage in the amount of \$50,000 with the option to buy \$50,000. Optional insurance may be purchased only in the full amount indicated. ,Cost of optional insurance to the employee shall be at the graduate rate submitted by the carrier. Said insurance is to contain accidental death and dismemberment rider of equal amount.

E. Description to Employees

The Board shall make available to each newly hired employee a description of the above Medical, Dental, and Life Insurance coverage provided under this Article as soon as possible during the school year; it shall include a clear description of conditions and limits of coverage as listed.

F. Section 125 Plan

Unit employees shall be eligible to participate in a Section 125 Cafeteria Plan as adopted by the Upper St. Clair School District. All employee insurance premium contributions, with the exception of life insurance, must be contributed through the Section 125 Cafeteria Plan.

G. Retirement Allowance

Any unit employee with a minimum of five (5) years of service in the District retiring under the superannuation provisions of the Public School Retirement System shall receive a retirement bonus equal to \$50 per year of continuous District service up to a maximum of \$1,750. The employee must provide a written statement to the School District that they will immediately retire under the Public School Retirement System.

H. Alternate Allowance

Any unit employee retiring under the Public School Retirement System, and with a minimum of five (5) years of service in the School District, may elect instead of the benefit provided under paragraph F of this Article the following benefit: **\$25** for each day of unused sick leave for the first 50 days of unused sick leave, \$35 for each day of wmsed sick leave for the 51<sup>st</sup> through I 00<sup>th</sup> day of unused sick leave, and \$40 for each day of unused sick leave over I 00 days.

L Retiree Insurance Benefits

- I. A retiree or their dependent(s) living in the geographic area covered by the ACSHIC PPO and the ACSHIC EPO shall be eligible to participate, by paying the full monthly premium cost and any cost increases, until the retiree becomes eligible for Medicare in the plan applicable to current active unit employees so that their coverage shall change with coverage available to active employees.

2. A retiree or their dependent(s) shall be eligible to participate in the dental and vision plans, by paying the full monthly premium cost and any cost increases, until the employee becomes eligible for Medicare.
3. A retiree is not eligible to receive the \$200 per month waiver of health insurance coverage.

ARTICLE XV  
MEMBERSHIP DUES DEDUCTION

A. Deduction

The Board agrees to deduct the currently applicable Federation dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted in a fixed dollar amount shall be certified to the Board by the Federation, and the deduction shall be made from the pay accruing to the employee on the last day of each month. The Board shall transmit the total amount of each month's deductions to the Federation, together with an itemized statement of current employee members, by check by the tenth (10th) day of the month following said deductions.

B. Indemnification

The Federation agrees to defend, indemnify and hold harmless the Board in connection with any cost or litigation arising out of any actions taken at Federation request, pursuant to these sections of the Agreement.

ARTICLE XVI  
EMPLOYEE RIGHTS

A. Just Cause

No employee shall be reprimanded, disciplined, suspended, discharged, or reduced in rank or compensation without just cause. Further, both parties to this Agreement recognize the right of the Board to reprimand, discipline, suspend, discharge, and reduce in rank or compensation for just cause.

B. Responsibility

When during the performance of their normal duties employees covered by this Agreement encounter situations of an emergency nature, such as but not limited to accidents, injuries, illness, fighting, destruction of property, etc., they will exercise their best efforts and judgment in protecting the lives and safety of the children and of staff personnel; they will also endeavor to protect School District property. Every effort must

be made to contact supervisory or administrative personnel as quickly as possible. The School District will support the employee's efforts in these situations absent any evidence of willful negligence or neglect of duty on the employee's part.

C. Personnel File

No derogatory material shall be placed in an employee's personnel file without a conference and review of material with said employee. The employee shall acknowledge by signature that he has reviewed the material, and may include in the file a rebuttal to said material.

D. Safe Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety.

E. Confidentiality

If any member of either party to this Agreement has cause to reprimand or criticize each other for work related reasons, it shall be done in a manner so as not to embarrass the other party before other employees or the public.

F. Non-Discrimination

The parties agree that they will not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, religious beliefs, disability status, or political activities for the term of this agreement in accordance with any applicable laws or regulations. As used in this Agreement, the words "he" "his" etc. refer equally to persons of both sexes.

G. Medical Responsibility

Both parties agree to abide by all applicable state and federal laws pertaining to dispensing of medication and the performing of medical acts or services.

ARTICLE XVII  
MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of last resort having jurisdiction over the parties and the subject matter, or by any final non-appealable order of the Pennsylvania Labor Relations Board, then such provision or application shall not

be deemed valid and subsisting, except to the extent permitting by law, but all other provisions or applications shall continue in full force and effect.

B. Savings Clause

This Agreement is subject in all respects to the Laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the Federation and employees in the Bargaining Unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to Law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision.

The Board reserves all rights and powers conferred upon it by the Constitution and Laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations.

C. No Strike - No Lockout Agreement

During the term of this Agreement, the Federation will not authorize, permit or condone any work stoppage, slowdown or other form of curtailment of effort, and the Board or its staff will not authorize or permit any lockout of Federation members or persons covered by this Agreement.

D. Copies of Agreement

Copies of this Agreement shall be produced at the expense of the Board after agreement with the Federation on format. The Agreement shall be made available to all unit employees.

E. Compliance

Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.



F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:

1. Federation to Board

If by Federation to Board at:

Superintendent of Schools  
Upper St. Clair School District  
1775 McLaughlin Run Road  
Upper St. Clair, Pennsylvania 15241

2. Board to Federation

If by Board to Federation at:

Upper St. Clair Special Service Federation AFTPA, AFT President  
Upper St. Clair School District  
1775 McLaughlin Run Road  
Upper St. Clair, Pennsylvania 15241  
(to be delivered to the President's then current work location)

G. Force Reductions Layoffs - Working Hours

Should reductions in the work force, layoffs, occur, said layoffs shall be accomplished by the elimination of positions consistent with Article X of this Agreement and not by the reduction of hours of work, work day or work year of any bargaining unit position.

H. Evaluation Forms

The parties have agreed to the use of a four gradation employee evaluation form which may be utilized for such purposes as annual performance review, promotion, etc. Different evaluation forms may be used for different job classifications. District and Federation representatives shall meet and discuss the development and implementation of employee evaluation forms. It is specifically agreed that use of an evaluation form will be accompanied by an advisory conference with the employee and that such review shall have no relationship to the negotiated discipline and discharge procedures of this Agreement.

ARTICLE XVIII  
MAINTENANCE OF MEMBERSHIP

The Board agrees that all employees who are members of the Federation at the time of final execution of this Agreement shall be subject to the "Maintenance of Membership" provision of Article III, subsection 18 of the Public Employee Relations Act 195.

ARTICLE XIX  
SUBCONTRACTING OF BARGAINING UNIT WORK

The District may contract out bargaining unit work for special services, emergency services or supplemental services which could not be performed by existing staff, as determined by the District. The District shall not subcontract work if doing so will result in the furlough of an existing employee or group of employees.

ARTICLE XX  
DURATION OF AGREEMENT

This Agreement shall be effective as of **September 1, 2020**, and shall remain in effect until **June 30, 2025**. The parties hereby agree to enter into negotiations over a successor Agreement according to the time limits set forth in Act 88.


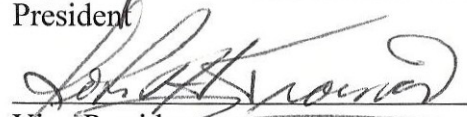
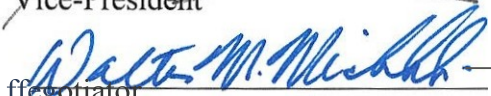
The Federation agrees that it will not strike against the School District prior to the first Monday in October, **2025**. In consideration thereof, the School District will make any agreed upon wage adjustment effective as of July 1 of each year of this Agreement.  
of Operations and Administrative Services

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

IN WITNESS WHEREOF, the parties have set their hands this 29 day of J\_u\_n\_e, 2022

UPPER ST. CLAIR SPECIAL SERVICE  
FEDERATION, AFSPA, AFT

BOARD OF SCHOOL DIRECTORS  
UPPER ST. CLAIR SCHOOL DISTRICT

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Vice-President  
  
\_\_\_\_\_  
Negotiator

DocuSigned by:  
  
\_\_\_\_\_  
C742CA1CE1C7448...  
President  
  
\_\_\_\_\_  
Superintendent  
  
\_\_\_\_\_  
Sr. Director of Operations and  
Administrative Services

Notes - all classifications

1. Employees hired between July 1 and December 31 of any year will go diagonally to the next step within classification as of the following July 1.
2. Employees hired between January 1 and June 30 of any year will go horizontally to the same step within classification as of July 1 of the same year.
3. Employees promoted within their job progression to the next high classification will be placed at the wage step in the new classification which yields a rate increase of at least 8.5%.
4. Employees promoted to a position in a different job progression will be placed at the wage step in the new classification which yields a rate increase of at least 8.5% except that no employee will be placed at the top wage step unless that placement represents a wage increase of 8.5% or less. When a promotion results in a rate increase of 8.5% which falls between the next-to-the last step and the last step, the employee will receive the 8.5% off-step increase.

Employees who receive an off-step increase and are promoted between July 1 and December 31 will move diagonally to the next step within classification as of the following July 1. Employees who receive off-step increases and are promoted between January 1 and June 30 will move horizontally and receive the contractual percent increase as of July 1 of the same year. The employee will move diagonally the following July 1.

5. In cases of job bumping to a lower classification (Article X) employee will be red circled 8.5% below the salary held at time of bumping.
6. Applicable wage steps in any other promotion or demotion situation will be subject to negotiation between the parties, on a case by case basis.
7. When the current incumbent of the job of Library Secretary leaves that job, the District shall have the right to eliminate the job and, as necessary, utilize a Technical Instructional Aide in the Library.
8. Joint Committee

The District and the Federation mutually agree to establish a joint committee for the purpose of discussing matters relating to staff development, career development and opportunities for advancement for bargaining unit employees. The Committee shall be comprised of the Human Resource Director, the Federation President or his/her designee, three additional Federation appointed representatives and an additional District Representative for a total of six (6) committee members.

## APPENDIX A

## SALARY SCHEDULES

	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
	<b>1.50%</b>	<b>2.00%</b>	<b>2.50%</b>	<b>2.75%</b>	<b>3.00%</b>
<b>TEACHER AIDE</b>					
	18,915.54	19,293.85	19,776.20	20,320.04	20,929.64
2	19,506.27	19,896.40	20,393.81	20,954.63	21,583.27
3	20,094.97	20,496.87	21,009.29	21,587.05	22,234.66
4	28,663.60	29,236.87	29,967.79	30,791.91	31,715.67
<b>HEALTH ROOM AIDE</b>					
	21,261.21	21,686.43	22,228.59	22,839.88	23,525.07
2	21,849.91	22,286.90	22,844.08	23,472.29	24,176.46
3	23,016.14	23,476.46	24,063.37	24,725.12	25,466.87
4	31,997.88	32,637.83	33,453.78	34,373.76	35,404.97
<b>TECHNICAL INSTRUCTIONAL AIDE</b>					
1	27,817.09	28,373.43	29,082.77	29,882.54	30,779.02
2	28,404.78	28,972.87	29,697.19	30,513.87	31,429.28
3	29,008.70	29,588.87	30,328.60	31,162.63	32,097.51
4	37,691.01	38,444.83	39,405.95	40,489.61	41,704.30
<b>HEAD CUSTODIAN*</b>					
1	39,034.87	39,815.57	40,810.96	41,933.26	43,191.26
2	40,188.93	40,992.70	42,017.52	43,173.00	44,468.19
3	41,340.95	42,167.77	43,221.96	44,410.57	45,742.88
4	57,785.98	58,941.70	60,415.24	62,076.66	63,938.96

\* The High School! Head Custodian will be paid \$1.25 per hour above the applicable step on the Head Custodian Salary Schedule.

<b>CUSTODIAN**</b>					
1	29,807.51	30,403.66	31,163.75	32,020.75	32,981.37
2	30,960.55	31,579.76	32,369.25	33,259.40	34,257.19
3	32,114.60	32,756.89	33,575.81	34,499.15	35,534.12
4	33,267.64	33,932.99	34,781.32	35,737.80	36,809.94
5	34,421.70	35,110.13	35,987.88	36,977.55	38,086.88
6	51,805.60	52,841.71	54,162.75	55,652.23	57,321.80

\*\* Maintenance Helpers are paid \$1,000 above their applicable step on this scale.

**MAINTENANCE\*\*\***

1	39,034.87	39,815.57	40,810.96	41,933.26	43,191.26
2	40,188.93	40,992.70	42,017.52	43,173.00	44,468.19
3	41,340.95	42,167.77	43,221.96	44,410.57	45,742.88
4	42,495.01	43,344.91	44,428.53	45,650.3 I	47,019.82
5	43,648.05	44,521.01	45,634.03	46,888.97	48,295.64
6	62,937.1 I	64,195.85	65,800.74	67,610.26	69,638.57

\*\*\* Maincnance Working Foreman and I-lead Maintenance Technician will be paid \$1.60 per hour above the applicable step on the Maintenance Salary Schedule.

**SECRETARY**

1	30,907.77	31,525.92	32,314.07	33,202.71	34,198.79
2	32,054.72	32,695.81	33,513.20	34,434.82	35,467.86
3	33,224.00	33,888.47	34,735.69	35,690.92	36,761.65
4	34,371.96	35,059.40	35,935.88	36,924.12	38,031.84
5	35,519.93	36,230.32	37,136.08	38,157.32	39,302.04
6	49,239.68	50,224.47	51,480.09	52,895.79	54,482.66

**HEAD SECRETARY/STUDENT RECORDS AND SCHEDULING ASSISTANT/TRANSPORTATION ASSISTANT/STUDENT DATA MANAGEMENT ASSISTANT**

1	35,519.93	36,230.32	37,136.08	38,157.32	39,302.04
2	36,667.89	37,401.25	38,336.28	39,390.53	40,572.24
3	37,814.84	38,571.14	39,535.42	40,622.64	41,841.32
4	54,776.51	55,872.04	57,268.84	58,843.73	60,609.04

**DRIVER/DELIVERY**

1	19.30	19.69	20.18	20.73	21.35
2	20.10	20.51	21.02	21.60	22.24
3	20.49	20.90	21.43	22.01	22.67

**GENERAL WORKERS**

1	12.64	12.89	13.21	13.58	13.98
2	13.14	13.41	13.74	14.12	14.54
3	13.40	13.67	14.01	14.39	14.82

**ELEMENTARY/MIDDLE SCHOOL COOKS**

1	13.40	13.67	14.01	14.39	14.82
2	13.91	14.18	14.54	14.94	15.39
3	14.16	14.44	14.80	15.21	15.67

**HIGH SCHOOL COOKS"**

1	14.00	14.28	14.63	15.04	15.49
2	14.59	14.88	15.25	15.67	16.14
3	15.15	15.46	15.84	16.28	16.77
4	15.74	16.06	16.46	16.91	17.42
5	19.07	19.45	19.94	20.49	21.10

**^ The Head Cook (at the High School) will be paid \$ 1.40/hom in addition to their rate as set on the above scale.**