Regular Meeting

Thursday, September 10, 2026 6:30 PM
South Park High School, 2005 Eagle Ridge Drive, South Park, PA 15129

1.	***PRELIMINARY MATTERS***	
1.A.	**Call to Order**	**Speaker(s):** John Innocenti
1.B.	**Pledge of Allegiance**	**Speaker(s):** John Innocenti
1.C.	**Roll Call**	**Speaker(s):** Chelsea Campolongo
1.D.	**Executive Session**	**Speaker(s):** John Innocenti
2.	***PRESENTATION***	
2.A.	**Lead Testing Presentation**	**Speaker(s):** Jason Giuntini
3.	***GUESTS & VISITORS***	
4.	***PUBLIC COMMENTS***	
5.	***MINUTES***	
5.A.	**Approval of Minutes**	
6.	***FINANCE***	
6.A.	**Treasurer's Report**	
6.B.	**Payment of Bills**	
6.C.	**Contract Amendment**	
6.D.	**Salary Adjustment**	
7.	***PERSONNEL***	
7.A.	**S.P.E.A. Resignation**	
7.B.	**Long-Term Substitute**	
7.C.	**Long-Term Substitute**	
7.D.	**Paraprofessional**	
7.E.	**S.E.I.U. Hire**	
7.F.	**Cafeteria Substitute**	
7.G.	**Extra Duty Resignation**	
7.H.	**Rescind Employment**	
7.I.	**Cyber Instruction**	

7.J. **FMLA Requests**

7.K. **Coach Hires**

7.L. **Statement of Charges**

7.M. **SEIU Collective Bargaining Agreement**

7.N. **Volunteer Coach**

7.O. **Extra Duty Award**

8. ***POLICIES***

8.A. **Policy Revisions**

9. ***EDUCATION***

9.A. **Matthew's Bus Company New Hires**

9.B. **Field Trip Requests**

9.C. **Bus Stop Additions**

10. ***ATHLETICS***

10.A. **Cross Country Club**

10.B. **Girls Lacrosse Co-Op**

10.C. **Girls Wrestling Co-Op**

10.D. **SportsYou App**

11. ***BOARD/STAFF ENRICHMENT***

11.A. **Professional Conference Requests**

12. ***BUILDINGS AND GROUNDS***

12.A. **Lead Testing**

12.B. **Discards/Donations**

13. ***DISCUSSION ITEMS***

13.A. **Executive Session**

14. ***INFORMATION ITEMS***

14.A. **Community Day**

14.B. **9/11 Ceremony**

15. ***ADJOURNEMENT***

15.A. **Adjourn Meeting**

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN THE

S.E.I.U. LOCAL 32 BJ

SOUTH PARK CHAPTER

AND

THE SOUTH PARK

SCHOOL DISTRICT

2026-2031

Contents

AGREEMENT **5**

ARTICLE I – RECOGNITION **5**

ARTICLE II – SEVERABILITY CLAUSE **5**

ARTICLE III – UNION SECURITY **6**

A. MAINTENANCE OF MEMBERSHIP/FAIR SHARE 6
B. DUES DEDUCTION 6
C. AMERICAN DREAM FUND DEDUCTION 7
D. CONTRACTING WORK 8
E. NON-DISCRIMINATION 8
F. CATEGORIES OF EMPLOYEES 8
G. BULLETIN BOARD 9
H. CONTRACT INFORMATION 9

ARTICLE IV – MANAGEMENT **11**

A. MANAGEMENT RIGHTS 11
B. DRUG & ALCOHOL TESTING 11
C. DISCIPLINE/DISCHARGE 11
D. IMMEDIATE SUPERVISOR 12

ARTICLE V – SENIORITY **12**

A. JOB SECURITY 12
B. PERMANENT AND TEMPORARY VACANCIES 12
C. CONTINUOUS SERVICE 15
D. PROBATIONARY PERIOD 16
E. SENIORITY 16
F. CONTINUOUS SERVICE 17
G. SENIORITY/CONTINUOUS SERVICE LIST 17
H. CONTINUOUS SERVICE – CAFETERIA EMPLOYEES 17
I. LAYOFF OR REDUCTION OF HOURS 18
J. SENIORITY 18

ARTICLE VI – RESPONSIBILITIES OF THE PARTIES **19**

ARTICLE VII – HOURS OF WORK **20**

A. WORKDAY 20

B. WORK PATTERN 20
C. NOTIFICATION NOT TO REPORT 20
D. HALF DAYS 20
E. SUMMER EMPLOYMENT 20

ARTICLE VIII – OVERTIME & EXTRA HOURS OF WORK 21

A. WORKWEEK/WORKDAY 21
B. RATE 21
C. NON-DUPLICATION 21
D. HOURS NOT WORKED 22
E. OVERTIME GUARANTEE – TWO (2) OR THREE (3) HOUR MINIMUM 22
F. EXTRA HOURS OF WORK 22

ARTICLE IX – HOLIDAYS 24

A. HOLIDAYS 24
B. HOURLY RATE 25
C. ELIGIBILITY 25

ARTICLE X – VACATIONS 25

A. ELIGIBILITY 25
B. TERMS 26
C. SCHEDULING 26
D. VACATION SCHEDULING 27
E. RATE OF PAY 29
F. RESTRICTIONS 29

ARTICLE XI – GRIEVANCE PROCEDURE 29

A. PURPOSE/DEFINITION 29
B. DISCUSSION 29
C. STEP I 30
D. STEP II 30
E. STEP III 30
F. STEP IV – ARBITRATION 31
G. GROUP GRIEVANCE 32
H. REPRESENTATIVES 32
I. HOURS 32
J. FORMS 32

ARTICLE XII – WAGES 33

A. HOURLY WAGES 33
B. METHOD OF PAYMENT 34
C. RETIRING EMPLOYEES 34
D. PAYROLL DEDUCTION 35
E. CLASSIFICATION – WAGES 35

ARTICLE XIII – INSURANCE AND OTHER BENEFITS 35

A. HEALTH CARE 35
B. LIFE INSURANCE 37
C. PREPAID DENTAL CARE PROTECTION 37
D. DESCRIPTION OF BENEFITS 37
E. UNPAID LEAVE FRINGE PAYMENTS 38
F. CONDITIONS 38

ARTICLE XIV – LEAVES 39

A. MILITARY AND PREGNANCY 39
B. SICK DAYS 39
C. JURY DUTY 39
D. DEATH – IMMEDIATE FAMILY 40
E. DEATH – NEAR RELATIVE 40
F. ADDITIONAL DEATH LEAVE 40
G. PERSONAL/EMERGENCY LEAVE 40

ARTICLE XV – MISCELLANEOUS PROVISIONS 41

A. USE OF SCHOOL BUILDING 41
B. COPY OF AGREEMENT 42
C. UNIFORMS 42
D. TOOLS 42
E. TUITION REIMBURSEMENT 42
F. HEALTH AND SAFETY COMMITTEE 43
G. MEET AND DISCUSS 43
H. TRAINING 43
I. FAMILY & MEDICAL LEAVE 44

ARTICLE XVI – PRIOR AGREEMENTS 44

ARTICLE XVII – TERMINATION 45

AGREEMENT

This Agreement dated September 10, 2026 is between the South Park School District of Allegheny County, hereinafter the "District" and Service Employees International Union, Local 32BJ (South Park Chapter) hereinafter the "Union". The provisions of this Agreement shall become effective on July 1, 2026, unless otherwise expressly provided herein.

The parties agree that while the nominal effective date shall be July 1, 2026, all modifications made pursuant to these negotiations shall be enforceable only after the signing of the approved CBA. No not modification retroactively applied prior to the signing date unless retroactive application is specifically directed within the Tentative Agreement.

ARTICLE I – RECOGNITION

The District recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and other conditions of employment for all Employees occupying jobs int the bargaining unit as certified by the Pennsylvania Labor Relations Board. The term "Employee", as used in this Agreement, applies to all individuals occupying such jobs included in the bargaining unit as certified by the Pennsylvania Labor Relations Board in PERA-R-673-W and PERA-R-87-W.

ARTICLE II – SEVERABILITY CLAUSE

It is not the intent of either party to violate any laws or any rulings of regulation of any governmental authority or agency having jurisdiction of the subject matter of the Agreement. The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the rights to so hold, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

ARTICLE III – UNION SECURITY

A. MAINTENANCE OF MEMBERSHIP/FAIR SHARE

Fair Share fees shall not be collected until such time that the restriction of the collection of Fair Share fees was announced in the Supreme Court decision in Janus v. AFSCME, Council 31, 138 S.Ct. 2448 (2018) is reversed or the collection of Fair Share fees is made legal in some other manner. In the event that Fair Share again is deemed legal, each non-member in the bargaining unit represented by the Service Employees International Union, Local 32BJ (South Park Chapter) shall be required to pay a fair share fee as provided by the Act 291 of 1988. The District and the Union agree to comply with all provisions of the law. The Union agrees to extend to all non-members the opportunity to join the Union.

B. DUES DEDUCTION

The Employer agrees to deduct the Union's monthly dues, initiation fees, assessments, and American Dream Fund contributions from the pay of each Union member from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Monthly dues deductions will be made from the pay for the first two full pay periods worked by the employee following the receipt of the authorization, and thereafter will be made from the first paychecks each month that the employee receives. Dues and other monies deducted in accordance with this paragraph shall be forwarded to the union no later than the thirtieth (30^{th}) day of each month.

The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records as valid written authorizations for deduction and remittance.

The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deductions of money for Union dues under this Article.

C. AMERICAN DREAM FUND DEDUCTION

The Employer agrees to deduct no later than the last payroll day of each month from the wages of the Employees their voluntary contribution to SEIU Local 32BJ American Dream Fund and shall at the same time remit immediately said monies to the Union together with a list of Employees names for whom such deductions have been made and the amounts thereof. Deductions for American Dream Fund will only be made for those Employees who have filled out an American Dream Fund deduction card that designates the amount to be deducted. (A copy of the card will be added to the appendix) Deductions for ADF shall be on a bi-weekly basis. A check will be issued to SEIU Local 32BJ ADF Fund which includes aggregate deductions of all Employees authorizing check off of political contributions, together with an itemized statement for the month the deductions are made. The Union shall notify the Employer in writing of the name of the person (together with his/her title and address) to whom the check should be sent and any changes concerning this information.

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damage or penalties that shall arise of out of or by any reason of any action that shall be taken by the Employer for the purpose of complying with the forgoing provisions of this Article.

D. CONTRACTING WORK

1. The Union agrees that the Union membership on the part of the Employees shall not cause or permit any Employee to interfere with any arrangements entered into between the District and any other Union or non-union contractor which require cooperative efforts on the part of the contractor and the Employees. Before the District may contract for the performance of work currently performed by the Employees covered by this Agreement, the District will furnish three (3) weeks advanced written notice thereof to the Union. The District agrees that it shall not contract for the performance of work previously performed by the Employees covered by this Agreement merely as a means of avoiding the terms and conditions imposed on the District by this Agreement.
2. The District will have the right to contract all or a portion of the food service operations for financial reasons. Prior to entering into any outside contracting agreement, the District will give three (3) weeks advanced written notice during which time the Union will have the right to meet with the District in order to discuss a possible Union proposal. Prior to such meeting, the District shall provide the Union with all records necessary to verify the financial status of the cafeteria account. In the event the District seeks to contract food service operations, the District agrees to give first preference to a Union proposal to operate the cafeteria program at costs and profits which are comparable to bids received from outside contractors. Should the Union be unable to meet the requirements, the District will encourage the sub-contractor chosen to consider the employment of existing cafeteria staff. The District will arrange a meeting of the Union and the sub-contractor, but the District will not participate in the discussion. Final resolution of the employment issue will result from the discussion between the sub- contractor and the Union.

E. NON-DISCRIMINATION

The Employer shall not discriminate against any Employee because of race, creed, color, gender, religion, national origin, sexual orientation, age, disability, Union membership or any other characteristic protected by law.

F. CATEGORIES OF EMPLOYEES

1. **Full-time Employee** shall be defined as:

a. Twelve-month Employee assigned to work seven (7) hours or more on a daily basis.
b. Student school calendar Employees assigned to work seven (7) hours or more on a daily student school calendar basis.

2. **Part-time Employee** shall be defined as anyone assigned to work less than seven (7) hours on a daily twelvemonth basis or a daily student school calendar basis.
3. **Temporary Employee** shall be defined as anyone hired for a specific period of time, but less than one hundred twenty (120) calendar days. Said temporary Employee shall not be cove red by the provisions of the Agreement unless he/she continues to be actively employed for a period of one hundred twenty-one (121) calendar days or more in any calendar year.
4. **Substitute Employee** shall be defined as anyone paid as a replacement for a regular Employee on an approved leave of absence or on sick leave. Said substitute Employee will not be covered by the provision of this Agreement.

G. BULLETIN BOARD

The Union may use a bulletin board designated by the District in each building, including one (1) in each cafeteria. Such use shall be limited to Union business, and material for posting shall first be submitted to the Superintendent or his designee for approval, setting forth the building where it desired to post such material and the specific period of time during which such material shall remain posted. The term "union business" shall not include political or libelous material, which shall not be posted in any event.

H. CONTRACT INFORMATION

1. Contract Distribution
    a. Each Employee shall be informed as to the existence of this Agreement by letter. This letter will be drafted by the Union and forwarded to the District for review. Upon mutual agreement of said letter, it shall be signed by both party's respective representatives (See attached example)
    b. Within six (6) weeks, the District will print and distribute copies of the Agreement to all covered Employees.
    c. All Employees in the Bargaining Unit will be given a copy of the Agreement.

2. Employee Orientation
    a. Union authorization cards and appropriate explanatory literature shall be included in those employment forms and materials required for newly hired Employees.
    b. During the orientation of new Employees, the Union shall be given thirty (30) minutes to explain the Agreement and to inform the new Employees of the role of the Union.

       The Union, Chapter Officers and the proper Building Steward will be notified two (2) working days prior to the orientation meeting of new Employees. The Chapter Officers will submit to the District by October 1, of each year of this Agreement an updated list of Officers and Building Stewards.
3. Communication Rights
    a. The District shall provide the Union with “Union designated" bulletin board(s).
    b. The mailboxes in the custodial room shall be used as the Union mailing system.
    c. The Union shall be permitted to use the District's printing facilities with the pre-approved permission of the Superintendent of his/her designee.
    d. The District shall attempt to provide accommodations for "on premises" office space on an "as needed" basis.
    e. The District shall allow the use of a school's cafeteria, auditorium, or any classroom to be used by the Union for meeting purposes it has been pre-approved by the Superintendent or his/her designee.
4. Union Representative’s Rights
    a. Full-time Union representative(s) shall have full visitation rights with the approval of the Superintendent or his/her designee.
    b. A leave of absence, not to exceed one (1) year with no loss of seniority, shall be provided to those Employees who become full-time representatives of the Union.
    c. Union Stewards shall be granted time off with pay for Union business for one (1) day in a calendar year for the purpose of attending Union training, workshops, and other Union activities. This will be limited; two (2) Stewards per calendar year, providing the efficiency of the operation are not affected. The Union shall send a letter requesting leave to the District at least five (5) days in advance. The

District will submit a form to the Union for reimbursement of wages for substitute wages for this approved leave.

ARTICLE IV – MANAGEMENT

A. MANAGEMENT RIGHTS

The management of the District's facilities and operations, and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment, and operations shall be retained by the vested exclusively in the District. Subject to the provisions of this Agreement, the District shall have the right to schedule and assign work to be performed and the right to hire or re-hire, promote, recall, demote, suspend, discipline, transfer, or lay-off Employees because of lack of work or other legitimate reasons.

B. DRUG & ALCOHOL TESTING

If an Employee is involved in an accident arising out of and in the course of his or her employment during the work day which results in damage to District property or requires medical attention or in instances where the District has reason to believe that the Employee is impaired by or is under the influence of drugs or alcohol, the District reserves the right to require the Employee to take a drug and alcohol test of its choosing with all costs of such tests being the responsibility of the District.

C. DISCIPLINE/DISCHARGE

1. The District shall not discipline or discharge an Employee except for proper cause except for cardinal offenses mandating immediate suspension prior to suspension.
2. All records of offenses, and disciplinary action taken as a result of such offenses shall be placed in an Employee's file only after said Employee has had an opportunity to affix his signature to the copy. This copy, when filed, is to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written answer to such material. If the Employee refuses to sign said copy, the District shall make note and date of said refusal and file copy for the records. At the request of the Employee, the District will remove

from the Employee's file any such record after a period of three (3) years if no further record of offenses or disciplinary action has occurred during the said three (3) year period. The removed material will not be used in an arbitrary hearing.

3. Each Employee shall receive a performance evaluation at least once annually. The performance review instrument shall be designed by the District. The Employee shall be evaluated by his/her immediate supervisor with input from the building administrator, if applicable.

D. IMMEDIATE SUPERVISOR

The District shall designate to the Union the immediate supervisor of all bargaining unit positions

ARTICLE V – SENIORITY

A. JOB SECURITY

The parties of this Agreement recognize that job security in event promotions, decrease of forces, and recalls after layoffs should increase in proportion to the length of continuous service, and that in the administration of this Article the intent will be a vacant and/or newly created position shall be filled by the most senior qualified Employee with a ten (10) working day trial period, after which time the Employee could return to his/her former position with no loss in seniority. The District could also, after this period, return the Employee to his/her former position with no loss in seniority providing the below mentioned factors are met. In recognition, however, of the responsibility of the District for efficient operations it is understood and agreed that in all cases of promotion, decrease in forces, or recalls after layoffs, the following factors as listed below shall be considered:

1. Ability to perform the work;
2. Length of continuous service.

Final decision to promote, transfer, or lay-off shall be vested exclusively in the District.

B. PERMANENT AND TEMPORARY VACANCIES

1. Bids for permanent and/or newly created positions within an Employee Department (Building and Grounds/Cafeteria) shall be made on the basis of Department Seniority.

This shall be followed by bids between Departments. If a vacancy arises in the Building and Grounds Department, all bargaining unit members who are already in this Department shall be permitted to bid on it first, with the bid being awarded to the most senior qualified bidder. If no one within the Department bids on the job, then the bargaining unit members who are in the Cafeteria Department shall be permitted to bid on the entry level Custodial position with the bid being awarded to the most senior qualified bidder. Likewise, if a vacancy arises in the Cafeteria Department, all bargaining unit members who are already employed in this Department shall be permitted to bid on it first, with the bid being awarded to the most senior qualified bidder. If no one within the Department bids on the job, then bargaining unit members who are in the Building and Grounds Department shall be permitted to bid on the entry level Prep-Server position with the bid being awarded to the most senior qualified bidder.

2. Permanent and/or newly created positions shall be posted by the District in all school buildings for five (5) workdays. All postings will list the days of work, hours of work, shift and building assignment. If any Employee is interested in being considered for such positions, he/she must file a written application with the Superintendent within five (5) workdays. The intent will be that a vacant and/or newly created position shall be filled by the most senior qualified Employee within the Department. Such Employee shall be given a ten (10) day trial period, after which time the Employee could return to his/her former position with no loss in seniority. During this ten (10) work-day trial period, the Employee shall demonstrate ability, qualifications, and physical fitness to perform the job. If said Employee does not demonstrate the above, he/she shall be returned to his/her former position with no loss in seniority. During the trial period, the Employer may leave the vacated position unfilled, however, should the Employer determine during the trial period that the successful candidate has qualified, the Employer may post the vacated position before conclusion of the trial period. When a resignation is accepted by the Board, the job shall be posted as soon as reasonable.
3. Flex-shift positions will be posted with specific days of work, potential hours of work that may be assigned (seasonally), and potential building assignments. Flex-shift positions will be assigned seasonally by the Director of Facilities and the Supervisor of Cleaning. The assignment for each employee will include a specific building and

designated start and end time. The seasons will follow the District's athletic seasons in order to facilitate all district operations. All flex-shift employees will work daylight hours during summer break. The district will give the employee at least two (2) weeks' notice in the event their flex-shift will be changing to a different starting and ending time for an extended period.

Due to the nature of call-offs and daily last minute operational changes there may be times when an employee is asked to work in a different building for a shift, or to alter their shift time in order to accommodate a change in operations. The district will notify the employee as soon as possible in these situations.

Upon ratification of this Agreement, assignments of daylight flex positions will be made based on employee seniority, starting with the most senior employee, but the employee must meet the following qualifications:

- The employee can only apply for the flex-shift daylight custodian position if the employee has not been issued written discipline in their personnel file in the twelve (12) months preceding the posting date.
- The employee cannot have used more than the allotted sick days (12 per year) in the one-year period preceding the posting date, unless the use of sick days was for a documented medical issue which required them to apply for leave that falls under the Family Medical Leave Act.

The qualified, most-senior applicant will be given a thirty (30) day probationary period in the flex-shift daylight custodian position. Following the thirty (30) day probationary period, the employee's performance will be evaluated by the director of facilities, cleaning supervisor and building principal prior to continuation in the flex-shift daylight custodian position. The review will include job satisfaction, attitude, organizational commitment, ability to perform the required duties, and the ability to create a safe and friendly working relationship with building administration and faculty while operating with students in attendance. If, following the performance evaluation, the employee cannot continue in the flex-shift daylight custodian position, the employee will return to his/her previous position.

4. Temporary vacancies that occur due to an illness or injury (job related or not) which are known to exceed sixty (60) calendar days will be posted and awarded to the most senior qualified Employee within the affected Department. The position will be filled by the most senior qualified Employee, first by Department then by the other Department. If no Employee from either Department elects to fill the vacancy, the District will fill the position with a substitute. During the time the Employee is filling the temporary vacancy, the Employee will receive the compensation and/or hours of said position.

   An Employee who bids a temporary position will be allowed to return to his/her former position without loss of hours or change of shift upon the return of the permanent Employee. (AN EMPLOYEE MUST REMAIN IN A TEMPORARY BID POSITION UNTIL THE PERMANENT EMPLOYEE RETURNS). This will exist for the period of time the Employee is in said position for they will continue to accrue seniority for the period of time in their original classification. All permanent and temporary bids shall be filled immediately after the posting period. Any change in wages requiring School Board approval will be retroactive to the first day the Employee works in the awarded position.

C. CONTINUOUS SERVICE

Continuous service shall be calculated from date of first employment or re-employment following a break in continuous service, in accordance with the following provisions:

1. There shall be no deduction for any time lost which does not constitute a break in continuous service.
2. Continuous service shall be broken by:
    a. Quit - provided that if the Employee is re-hired within fifteen days, the break in continuous service shall be removed;
    b. Discharge;
    c. Absence for three (3) consecutive workdays without notice to and permission from Supervisor;
    d. Absence due to a lay-off or physical disability, either of which continues for more than twelve (12) months;
    e. Retirement;

f. Leaving the assigned building and grounds without approval from the Director of Maintenance or his/her designee will be determined as a voluntary termination of employment.

3. Absence due to a compensation disability under the Pennsylvania Workman's Compensation Act or the Pennsylvania Occupational Disease Act or absence due to illness or disability for which an Employee is being paid under the Sick Leave Benefits of this Agreement shall not break continuous service provided such individual returns to work within five (5) days after final payment of Workman's Compensation or Occupational Disease benefits or after the end of the period used in calculating lump sum payment or after the Employee's accumulated sick leave has been exhausted. If an Employee has been granted an unpaid leave under the Family Medical Leave Act or unpaid sick leave by the Employer, continuous service will not be broken if Employee returns to work within one (1) year of the start of such unpaid leave.

D. PROBATIONARY PERIOD

New Employees, including those hired after a break in continuity of service, shall be regarded as probationary Employees for the first ninety (90) working days. During such period such Employees may be laid-off or discharged as exclusively determined by the District. All Cafeteria Department workers previously referred to as “substitute” shall be added to the bargaining unit and shall not be subject to a probationary period.

E. SENIORITY

1. Seniority shall be by Department. Departments shall be defined as Building and Grounds and Cafeteria
2. Department seniority shall have preference over District-wide seniority in the case of overtime distribution.
3. Classification seniority shall not be used as a determining factor in job bidding.
4. Seniority for parking assignments will be on a rotational basis from within the Maintenance Classification based on seniority. Should additional positions be needed once all maintenance Employees are exhausted, a number process will be

implemented through the Building and Grounds Department and then the Cafeteria Department.

5. Building and Grounds Department shall consist of the following classifications: Maintenance, Custodial
6. Cafeteria Department shall consist of the following classifications: Cooks and Prep-Servers.

F. CONTINUOUS SERVICE

Any Employee who transfers, is promoted, or bumps from their present position to any other position in or out of their classification, shall retain District-wide continuous service rights from their date of hire (first day on the job). All Employees shall pass a written test and a physical test to be considered for a position outside of their current classification. A part-time Employee as defined in Article III, F-2, shall be credited with one year of seniority for every two (2) years worked or shall receive continuous service credit/seniority on a fifty (50) percent basis. This would mean that a part-time Employee who worked for the District for two (2) years would earn one (1) year of continuous service if the Employee moved into a full-time position and was eligible for vacation or was bidding on another position.

G. SENIORITY/CONTINUOUS SERVICE LIST

The District shall supply the Local Union office with a seniority list of all Employees setting forth for each Employee their classification, date of hire (first day on the job), rate of pay, and hours of work. This list shall be maintained by the District and updated every six (6) months and made available to the Union within thirty (30) calendar days after receipt of written notice.

H. CONTINUOUS SERVICE – CAFETERIA EMPLOYEES

All Cafeteria Department Employees employed by the District as of the date of this Agreement shall have a seniority date identical to the date the Agreement is signed. This date shall be used as their seniority date for bidding on positions outside of their Department, after all Building and Grounds Department Employees have completed their lateral bids within their Department. If more than one (1) Cafeteria Department Employee bids on a Building and Grounds Department General Cleaner position (or custodial position if that is the only

remaining open position) outside of his/her department, the Employee's original date of hire shall be used to determine who is the more senior Cafeteria Department Employee. The Cafeteria Employee must pass a written test and a physical test to be considered for a General Cleaner position outside of their Department.

Cafeteria Employees who bid on positions within their Department shall be awarded the position based on the original date of hire with the District. The aforementioned guidelines shall be used in accordance with the provisions as set forth in the Sub-Section A of this Article.

I. LAYOFF OR REDUCTION OF HOURS

In all cases of layoff or reduction of hours, an Employee may exercise his/her Department seniority to bump any Employee with less seniority from an equal or lower paying classification within their Department (Building or Grounds, Cafeteria, etc.) That Employee in turn must bump any Employee with less seniority from an equal or lower paying position within their Department. This process will continue until the last Employee accepts layoff or reduction of hours. The parties of this Agreement recognize that in the event of a decrease of work force and recall after layoffs, seniority will be recognized as the determining factors. Layoffs and recalls will be done by seniority from within the affected classification defined in Article V, Section D, Sub-section 1. An Employee duly notified by the District in writing to return to work from layoff must return to work within five (5) working days of such notice or be considered terminated. This does not apply to Cafeteria workers during the summer months.

J. SENIORITY

In all cases of layoff or reduction of hours, an Employee may exercise his/her Department seniority to bump any Employee with less seniority from an equal or lower paying classification within their Department (Building and Grounds, Cafeteria, etc.)

That Employee, in turn must bump any Employee with less seniority from an equal or lower paying position within their Department. This process will continue until the last Employee accepts a layoff or reduction in hours. An Employee duly notified by the District in writing,

to return to work within five (5) days of such notice or be considered terminated, this does not apply to Cafeteria workers during the summer months.

ARTICLE VI – RESPONSIBILITIES OF THE PARTIES

The District (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The Union (its officials and representatives at all levels) is bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. There shall be no interference with the right of Employees to become or to continue to be members of the Union.
2. There shall be no discrimination, restraint, or coercion against any Employee because of membership in the Union.
3. During the terms of this Agreement, there shall be no lockouts.
4. Designated Union Chapter Officers and Stewards will be permitted time during any given workday to attend grievance meetings or labor/management meetings with approval of the Superintendent.
5. There shall be no intimidation or coercion of Employees into joining the Union or continuing their membership therein.
6. During the term of this Agreement, there shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities.
7. The applicable procedures of the Agreement will be followed for the settlement of all grievances.
8. It is the continuing policy of the District and the Union that provisions of this Agreement shall be applied to all Employees without regard to race, religious creed, national origin, sex, age, handicap or disability, and political affiliation. The representatives of the Union and the District in all steps of the grievance procedure and in all dealings between both parties shall comply with this provision.
9. The Employer agrees it will not assign any bargaining unit work to non-unit Employees or supervisors except in cases of emergency or unavailability of Employees from the bargaining unit. This does not apply to temporary Employees.

ARTICLE VII – HOURS OF WORK

This Article defines the normal hours of work and shall not be construed as guarantee of hours of work per day or per week. This Article shall not be considered as any basis for the calculation or payment of overtime, which is covered solely by Article VII, Overtime and Article IX, Holidays.

A. WORKDAY

The normal workday shall be eight (8) consecutive hours of work in a twenty-four (24) hour period with a designated lunch period.

B. WORK PATTERN

A normal work pattern shall be five (5) consecutive workdays beginning on the first day of seven (7) consecutive day period. The two (2) days off shall be consecutive days off except for emergencies or vacancies caused by the events listed in Paragraph C of this Article.

C. NOTIFICATION NOT TO REPORT

Unless previously notified not to report to work, Employees who report to work on a day in which they are regularly scheduled to work, at their regular starting time, who are not assigned to work shall be paid for their normal workday. This provision shall not be applicable when the Employee leaves his work through no fault of the District, or is prevented from working because of work stoppages, failure of utilities, or acts of God, in which cases he/she shall be paid for the time actually worked, if any.

D. HALF DAYS

Cafeteria Employees will receive their regular full shift pay for each early- dismissal day including but not limited to the day before Spring Break, the day before Winter Break, the day before Fall Break, and the last day of school. On those days employees will work their full schedule or may be allowed to leave early with pay.

E. SUMMER EMPLOYMENT

Normal summer supplemental employment is not a part of the bargaining unit work. When summer bargaining unit work becomes available for those Employees who are normally in a furloughed status, during this period, such work shall be assigned to those bargaining unit

Employees based on departmental seniority at the classification rate of pay for which the work is required. During the summer months all Employees shall be scheduled to work normal daylight hours.

Cafeteria workers will be scheduled to work one (1) additional day (4 hours) of work before the beginning of the school year and at the end of the school year two (2) days, eight (8) hours total per year, for the purpose of cleaning of the cafeteria and the storage of its equipment.

ARTICLE VIII – OVERTIME & EXTRA HOURS OF WORK

This Article shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

A. WORKWEEK/WORKDAY

1. The payroll week shall consist of seven (7) consecutive days beginning at 12:02 a.m. on Monday;
2. The workday for the purpose of this Article is the twenty-four (24) hour period beginning with the time the Employee begins work;
3. The regular rate of pay, as the term is used in Article VIII, C Below, shall mean the standard hourly wage rate which the Employee would have received for the work had it been performed during the non-overtime hours.

B. RATE

Overtime at the rate of one and one-half times the regular rate of pay shall be paid for:

1. Hours worked in excess of eight (8) hours in a workday;
2. Hours worked in excess of forty (40) hours in a workweek

C. NON-DUPLICATION

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision of this Agreement.

D. HOURS NOT WORKED

Hours not worked, but paid for, will not be used in the calculation of overtime, excluding holiday and vacation pay which shall be calculated as hours worked.

E. OVERTIME GUARANTEE – TWO (2) OR THREE (3) HOUR MINIMUM

An Employee called out to work outside of his regular schedule shall receive a minimum of three (3) hours pay at the appropriate rate if he/she is covering for a true unforeseen emergency such as a flood, or a fire. An Employee shall receive a minimum of two (2) hours pay at the appropriate rate if he/she is called to perform work of a routine nature such as shoveling snow. This provision does not apply to routine school activities or to when Employees are called or notified to work an extended shift by either starting earlier or staying over. Employees can be required to do work unrelated to the call out in order to fill out the remainder of the two (2) or three (3) hour guarantee.

F. EXTRA HOURS OF WORK

Prior to the use of substitutes in the Building and Grounds Department an Employee in a lower classification and/or a less hour position shall be given the opportunity to work in a higher classification and/or hours position in the following order:

1. Most senior Employee in the affected building where extra hours and/or higher pay position exist on a rotating basis proceeding through the seniority list, with the right of refusal and backfilling with a substitute or cafeteria Employee.
2. In the event no Employee within the affected building accepts the position the District will fill the position with a substitute Employee.
3. In the event no substitutes are available and the District feels the need to fill a position, it will be offered to cafeteria workers who have signed to work. The above mentioned procedure will be followed starting with the classification needing to be filled in the order listed below:
    a. Maintenance
    b. Custodial
    c. Substitutes
    d. Cafeteria*

*Cafeteria workers who are interested in working as a General Cleaner will be required to sign a posting at the beginning of each school year and the first day back from Christmas break. In the event the District needs to fill a position as outlined above and reach the Cafeteria workers the District will use the sign-up list and calling by seniority, following all the procedures of this Article.

It is also agreed that the Cafeteria workers working in this capacity shall be paid at the regular rate at time and one-half (1 1⁄2) after eight (8) hours in any workday, including any hour worked in the cafeteria.

4. Prior to the use of substitute extra hours, scheduled or not scheduled and positions in a higher classification shall be awarded starting with the most senior, qualified Employee in the affected building where extra hours/position exist and shall proceed through the seniority list with the right of refusal filling the last position with a substitute Employee. In the event no substitutes are available and at the District's discretion there is a need to fill a position from outside the building, the District, based on operation needs will attempt to fill the position using District seniority.
5. Each building will keep, update and post a seniority list showing the rotation.
6. In the event the Employer is unable to fill a shift by offering overtime or by using a substitute, the Employer shall assign the work to all of the Employees currently working that shift in the building affected and said Employees shall team skip clean the area of the individual who is absent. The Employee shall also skip clean their normal areas. However, if the Employer remains unable to fill the shift by offering overtime or by using a substitute for more than three (3) consecutive days on the fourth (4th) day or sooner, at the discretion of the Director of Maintenance (dependent on the area's condition at the end of school, activities, etc.) the Employees with the least seniority in the affected building/area will be scheduled to work extra hours to cover the vacancy.
7. An Employee who is assigned to work in a higher classification shall be paid at the rate of pay for that classification for all hours worked. If an Employee is assigned to work in a lower classification he/she shall maintain their regular rate of pay for all hours worked.

8. Maintenance Employees shall be required to be available for overtime or extra hours of work for athletic and building events, snow removal, emergencies, etc. and to cover the event. This includes weekends, holidays, and before and after their work shift, and being reachable and available by telephone. A weekly schedule will be posted and will rotate from most senior Employee to least senior Employee with the person who worked moving to the bottom of the list for the next event.

ARTICLE IX – HOLIDAYS

A. HOLIDAYS

For the purpose of this Agreement, the following shall be designated as holidays:

1. Good Friday
2. Easter
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans' Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Monday after Thanksgiving
10. Day before Christmas
11. Christmas Day
12. December 31st
13. New Year's Day

Should any of these designated holidays occur on Sunday, the following Monday instead of such Sunday shall be recognized and observed as the holiday in question. Should any of the designated holidays occur on Saturday, the preceding Friday instead of such shall be recognized and observed as the holiday. When work is performed on a holiday or a day observed as such, the Employee shall be paid holiday pay plus his/her regular straight time rate of all hours worked. In no event shall more than any one single day be recognized for payment of aforesaid holiday pay. No work shall be done on Labor Day unless absolutely necessary to avoid hazard to life or property.

B. HOURLY RATE

Each Employee, otherwise eligible, not required to work on a designated holiday shall be paid for the number of hours normally worked per shift at his standard hourly wage rate for such holiday.

C. ELIGIBILITY

In order for any Employee to be eligible to receive holiday pay as provided for in Article IX, B above, an Employee must:

1. Be actively employed by the District during the thirty (30) calendar days prior to a holiday or day observed as such; and
2. Work immediately preceding and after holidays - Employees must actually work their entire eight (8) hour shift on their scheduled workday before and after a holiday; otherwise, the Employee will not be paid for the holiday except with an approved vacation or sick day. If using a sick day, a doctor's excuse will be required. However, Employees shall be entitled to the same early dismissal that other District Employees receive before certain holidays. Their workday shall be reduced (up to a maximum of one (1) hour, and any Employee that was missed will be owed an early quit at a later date) to reflect the shortened day but they shall still be paid for eight (8) hours work.
3. Cafeteria Employees shall be eligible for holiday pay for the following three (3) holidays:

    Thanksgiving Day
    Christmas Day
    New Year’s Day

ARTICLE X – VACATIONS

A. ELIGIBILITY

To be eligible for a vacation in any calendar year during the term of this Agreement, the Employee must:

1. have one (1) year or more of continuous service (as defined in Article V, Seniority);

2. have worked in at least seventy-five percent (75%) of the payroll periods in the six (6) months next preceding the requested vacation period. An Employee, even though otherwise eligible under this Article X (A), forfeits the right to receive vacation benefits if the Employee quits without notice of at least ten (10) working days, or if the Employee is discharged for cause. In the event of any Employee's death, any vacation benefits to which they would have otherwise been entitled shall be paid to the Employee's estate;
3. have worked on a twelve (12) month job. A part-time Employee who works less than the full twelve (12) month calendar shall not be eligible for any vacation benefits. (See Article V,E).

B. TERMS

Any otherwise eligible Employee who has attained the years of continuous service indicated in the following table in any calendar year during this Agreement shall receive a vacation corresponding to such years of service as shown in the following table:

Years of Service	**Weeks of Vacation**
1 but less than 2	1
2 but less than 6	2
6 but less than 10	3

One (1) additional day per year for each year beginning with the tenth (10^{th}) year to a maximum of four (4) weeks.

e.g. 10^{th} year – 16 vacation days

14^{th} year – 20 vacation days (maximum)

19^{th} year – 20 vacation days (maximum)

C. SCHEDULING

South Park School District shall make vacation available in all fifty-two (52) weeks of the year. The District shall determine the number of Employees who may be granted vacation at any time in compliance with the Articles of this Agreement if a holiday occurs during an

Employee's vacation, the Employee shall not be charged for a vacation day on the day of the holiday.

Vacations will be granted at times desired by the Employees during the summer months of June, July and August, also during any school break. Employees with six (6) or more years of service will be permitted to take up to ten (10) vacation days during the school year, any days taken during school breaks will not be included in the ten (10) days permitted to be used in the school year. Other Employees may request single vacation days during the remaining nine (9) months of the year.

Single vacation day request, during said nine (9) months, will be made available with the following limitations:

1. All requests for single vacation days should be submitted in writing to the Director of Maintenance by the 20th of each month for the following month(s). Requests will be granted based on seniority and are limited to one (1) request per building and three (3) District wide. Employees shall be notified by the 28th of the month. The Director of Maintenance shall post an annual calendar updated the 1st of each month, denoting which Employees are on vacation each day.
2. Employees working in the school may take a half-day, single day (or days) vacation when school is in session with approval of the Director of Maintenance or Superintendent. No more than one (1) Employee will be permitted off in a school building when school is in session or up to three (3) District wide. However, when school is not in session more than one (1) Employee shall be permitted to use vacation with the approval of the Director of Maintenance or Superintendent. No request for the use of vacation days under this Article shall be unreasonably declined.

D. VACATION SCHEDULING

1. No later than June 1st of any calendar year, Employees shall indicate their vacation preferences on forms supplied by the District.
2. The District shall schedule vacations; giving preference based on continuous service. Scheduling may take into consideration the efficiency of the District operations. The District shall schedule vacations requests no later than June 15th in the calendar year.

3. Any Employee who fails to submit a block vacation request as set forth in Section "A" above, shall be scheduled without regards to continuous service.
4. Vacation schedules established as of July 1 shall not be changed by the District absent mutual agreement between the District and the Union or for emergency operational requirements.
5. In the event of an Employee's death, any vacation benefits to which the Employee would otherwise have been entitled will be paid to the Employee's surviving spouse or the estate.
6. A vacation calendar shall be posted in each agreed upon area by June 15th. The calendar shall list the name of each bargaining unit Employee working in the agreed upon area, and order of preference for vacation selection. Employees shall note their vacation selections on the calendar. All selections on the calendar by July 1st shall be final.
7. Employees will be allowed to change his/her vacation schedule as a result of hospitalization or a death of an immediate family member. Immediate family is defined in Article XIV, Section D of this Agreement. As soon as an Employee contacts management this time will be posted the day of notification and made available for another Employee(s) to select and schedule vacation in either a block or a single day usage.
8. Employees will schedule vacations in blocks based on the following schedule. Block vacation days can be taken in three (3) consecutive day increments up to ten (10) days as provided for in Article X, Section C of this Agreement. Employees' requests for vacation in blocks shall be submitted by June 1 of each calendar year based on the following:
    a. Employees with one (1) year of service but less than two (2) shall have the option of scheduling three (3) to five (5) vacation days in a block.
    b. Employees with three (3) years of service but less than fifteen (15) must schedule a minimum of five (5) vacation days in a block and the option to schedule up to a maximum of ten (10).

c. Employees with fifteen (15) years of service and up must schedule a minimum of seven (7) vacation days in a block and the option to schedule up to a maximum of fifteen (15).

9. All requests for block vacations shall be approved by management no later than June 15th of each calendar year and posted as per agreement.

E. RATE OF PAY

1. Each Employee granted a vacation will be paid the normal number of hours' pay usually scheduled at the rate of the job most often worked. Employees shall take vacations as time off unless by mutual agreement, between the District and the Employee, vacation pay is provided in lieu of time off.
2. When a holiday occurs during an Employee's scheduled vacation, he shall be paid for the unworked holiday in addition to his/hers vacation pay.

F. RESTRICTIONS

Vacation days cannot be accumulated and must be used within a one-year period following the date they are earned. Vacation days will be earned prior to January 1 in the calendar year they are to be used in accordance with the schedule set forth in B of this Section.

ARTICLE XI – GRIEVANCE PROCEDURE

A. PURPOSE/DEFINITION

The purpose of this Article is:

To establish the procedures for the processing and settlement of grievances. A "grievance", as used in this Agreement, is limited to a complaint of an Employee which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

B. DISCUSSION

Any Employee, who believes that he has a justifiable complaint, shall discuss such complaint with his immediate supervisor in an attempt to settle same.

C. STEP I

To be considered further, a grievance must be filed in writing by the Employee on standard grievance forms (forms for filing grievances will be developed and mutually agreed to by both parties) in Step 1 promptly after the conclusion of an Employee's discussion with such supervisor, but in any event no later than ten (10) calendar days after the initiation of such discussions. It shall be dated and signed by the Employee and should include the facts giving rise to the complaint. The immediate supervisor shall render a written decision within ten (10) calendar days of receipt of the grievance form. If the District's decision is not appealed, the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal.

D. STEP II

The foregoing procedure if followed in good faith by both parties, should lead to a fair and speedy resolution to most of the complaints arising out of day-today operations. However, if a grievance has not been satisfactorily resolved in Step I, it can be presented in writing and processed in Step II. A grievance, to be considered beyond Step I, must be appealed in writing by the Employee within ten (10) calendar days after receipt of the written Step I answer. It shall be dated and signed by the Employee and should include such information and facts as *may* be of aid to the District and the Union in arriving at a fair, prompt and informed decision. A grievance in Step II shall be discussed in an attempt at settlement at mutually convenient time between the Employee and a designated representative of the District, and answered in writing within ten (10) calendar *days* after the date of such meeting, unless by mutual agreement, a different date for disposition is agreed upon. The District's decision and the date thereof shall be recorded on the grievance form, and a copy given to the aggrieved Employee. If the District's decision is not appealed, the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal.

E. STEP III

In order for a grievance to be considered further, it must be appealed by the Union within ten (10) calendar days of the written Step II answer for consideration by the Union's representative and the District's Superintendent or his/her designee. The Union's

representative and the Superintendent or his/her designee shall discuss such grievance following receipt of written appeal at a meeting to be mutually agreed upon. Grievances discussed at such meetings shall be answered by the District in writing within ten (10) calendar days after the date of such meeting unless, by mutual agreement, a different date for disposition is agreed upon. Minutes of all Step III meeting shall be prepared by the District and jointly signed by the District's representative and the representative of the Union. IF the Union's representative shall disagree with the accuracy of the minutes as prepared by the District, he shall set forth and sign his reasons for such disagreement within ten (10) calendar days and the minutes except for such disagreement, shall be regarded as agreed to. Minutes shall conform to the following:

1. Date of meeting; names attending; and identifying number of grievance;
2. Background information and facts
3. Position of the Union and reasons therefore;
4. District position and reasons therefore;
5. The District’s decision

F. STEP IV – ARBITRATION

If the District's decision in Step III is not appealed to Step IV, Arbitration within twenty (20) calendar days, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal. Any grievance that has been processed in accordance with the provisions of the preceding Sub- Section of this Agreement, but not satisfactorily settled shall, upon proper appeal, be submitted to arbitration before an impartial arbitrator to be selected by mutual agreement of the parties. If, within twenty (20) workdays (or a longer period if mutually agreed upon) after receipt of such written request, the parties are unable to agree upon an arbitrator, the parties will request the Pennsylvania Bureau of Mediation to submit a list of seven (7) impartial arbitrators and that the parties will alternate the first strike from the list provided from one (1) grievance to the next in accordance with Section 903 (1) of the Public Employees Relations Act. The procedure to be followed in submitting the difference or dispute to the arbitrator shall, unless agreed upon by the parties within ten (10) workdays after the selection of the arbitrator, be determined by the arbitrator himself. The arbitrator shall submit his decision, in writing, promptly after the conclusion of the hearing,

or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the Employee involved and upon the parties to this Agreement. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive beyond the date on which the dispute was first presented as a grievance in writing. The fees and expenses of the arbitrator shall be borne in equal shares by the District and the Union. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of this Agreement.

G. GROUP GRIEVANCE

In order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be processed and the facts of alleged addition violations (including the dates thereof) may be presented in writing directly in Step II on a special form supplied by the District. Such additional claims shall be filed promptly and be signed by each additional grievant. When the original grievance is resolved in the grievance or arbitration procedure, the parties resolving such grievance shall review such pending claims in the light of a decision in an effort to dispose of them. If any such claim is not settled, it shall be considered as a separate grievance and processed in accordance with the applicable procedure and the applicable time limitations.

H. REPRESENTATIVES

The Employer recognizes the right of the Union to designate job stewards, who shall be Employees of the Employer.

I. HOURS

All grievance and negotiation activity shall be conducted outside of work hours.

J. FORMS

1. Forms for filing grievances, for minutes and for taking appeals shall be prepared by the District upon approval by the Union with copies attached to each copy of this Agreement.

2. In the event of a recommendation by the Administration of discharge, the Employee may elect either to proceed under the provision of this Agreement, or proceed under the provisions of Section 514 of the School Code, but not both.

ARTICLE XII – WAGES

A. HOURLY WAGES

1. Each standard hourly wage rate, established below, shall apply during such time as an Employee is assigned to work on such job or during such time as an Employee works on such job as a result of a bump. Unless permanently transferred or bumped into a lower paying classification, an Employee shall not receive a rate less than the regular classification rate.

    a. Increase hourly classification wage rates in each year of the Agreement.

	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Skilled Maintenance	$28.65	$29.22	$29.80	$30.40	$31.01
Maintenance	$26.61	$27.14	$27.68	$28.23	$28.79
Custodian	$26.13	$26.65	$27.18	$27.72	$28.27
Kitchen Leaders	$22.75	$23.21	$23.37	$23.84	$24.32
Prep/Server	$16.99	$17.33	$17.68	$18.03	$18.57

    b. All newly hired custodial Employees after July 1, 2021, shall be compensated at an hourly wage rate of 70 percent (70%) from the top hourly wage rate for the classification during the first ninety (90) probationary days of their employment. Upon the successful completion of their ninety (90) day probationary period they will move to the 75% rate and shall advance five percent (5%) each year thereafter until they reach top rate.

    c. Effective July 1, 2026, all maintenance Employees shall be exempt from the partial top hourly wage rate, with the exception of all newly hired maintenance Employees after July 1, 2026, who shall be compensated at an hourly wage rate of 90 percent (90%) from the top hourly wage rate during the

first ninety (90) probationary dates of their employment. Upon the successful competition of their ninety (90) day probationary period, they will move to the 100% rate.

2. Shift Differential:
    a. Any of the above classified Employees who work night shift starting after 10:00 p.m., will be paid an additional ten ($.10) cents per hour shift differential for all hours worked.

B. METHOD OF PAYMENT

Each Employee covered by the provisions of this Agreement shall receive his/her wages in twenty-six (26) equal payments, paid every other Friday beginning with the first Friday after the fifth (5th) of September. If the above Friday payday falls on a holiday, the distribution of checks shall be made on the last day of work prior to the Friday payday.

C. RETIRING EMPLOYEES

An Employee who is permanently retiring under normal retirement because of age, years of service, or disability under the provisions of the Public School Employees' Retirement Act (also known as PSERS Superannuation), shall be entitled to a severance allowance based upon unused accumulated sick leave days for a maximum of one hundred and fifty (150) days, to be calculated based upon the following formula:

1. For Full-Time Employees, Days 1-75 will be paid at $40 per day, and Days 76-150 will be paid at $50 per day.
2. For Part-Time Employees, Days 1-75 will be paid at $30 per day, and Days 76-150 will be paid at $75 per day.

Conditions:

    a. In the case of Employee death, payment for the entire severance allowance shall be made to the Employee's estate.
    b. An Employee who fails to work out at least sixty (60) days' notice if required, or who is discharged for cause, shall not be eligible for severance allowance.

D. PAYROLL DEDUCTION

This District agrees to accept one (1) voluntary Union authorized payroll deduction in addition to Union dues from Employees and withhold authorized sums from that Employee's pay. The District will forward all withheld monies to the designated source within thirty (30) days.

E. CLASSIFICATION – WAGES

Any Employee who is assigned to work in a higher classification shall be paid at the rate of pay for the classification for all hours worked in that classification.

If an Employee is assigned to work in a lower classification the Employee shall maintain their regular rate of pay for all hours worked.

ARTICLE XIII – INSURANCE AND OTHER BENEFITS

A. HEALTH CARE

The Board and the Union agree to mutually examine options to the current Health Care Program. If both parties mutually agree that a change in carrier is appropriate, the Union and the Board shall vote on said change. If either or both parties do not agree to change carrier, the present insurance plan will remain in effect. The following medical benefits shall be provided to each eligible Employee:

1. During the term of this Agreement, the District shall provide to Employees the standard Allegheny County Schools Health Insurance Consortium health care insurance under the Blue Cross/Blue Shield PPO Blue and Highmark Community Blue Flex EPO plan of coverage. Should either of these plans cease to exist, both parties will negotiate to provide equivalent or better coverage from another carrier. The District will pay the full cost of the Highmark Community Blue Flex EPO, less a 10% premium share paid by the employee.

   The premium share paid by the employee for EPO coverage will not exceed $3,500 per year for multi-party coverage or $1,500 per year for individual coverage. The district will provide employees with the ACSHIC Healthcare Renewal document

identifying the costs of each plan category before the open enrollment period for healthcare selection each year.

2. Health Care Option

   Effective July 1, 2020, the District agrees to pay each full-time Employee who does not apply for and receive the health care benefits set forth in Article XIII above, a cash payment amounting to twenty-five percent (25%) of the applicable premium less the amount of the applicable contribution as set forth above, for the Highmark Community Blue Flex EPO plan of coverage, whichever is less. Said cash payment shall be made in the last paycheck in June in lieu of the District paying any premium for such benefits during the period from the date of enrollment on July 1, 2020 to July 1 of each subsequent year, for each work year during the term of this Agreement. In the event of an emergency which causes Employee to need to re-enroll in the health program, the District will pay only the pro-rata share for full months not covered.

3. All benefits shall be coordinated and not duplicated. (This means that in addition to non-duplication of benefits under this Agreement, an Employee's insurance coverage, as set forth in Article XVII-A-1,2,3 and 4, shall be coordinated with similar coverage provided by other employers to Employee's spouses, to the end that a covered occurrence shall be indemnified only once to the extent provided above; with primary coverage apportioned in accordance with normal insurance standards.)

4. The District will provide Health Care for all Cafeteria Employees. The Cafeteria Employees' contribution will be prorated based upon the number of hours worked with the District paying the remainder of the premium. Employees will be responsible to pay their portion during the summer months. In addition, Cafeteria Employees' contribution to the premium for Health Care coverage, as set forth in Article XIII, A, 1, above, shall also be prorated based upon the number of hours worked.

5. Employee Assistance Plan

   The District shall provide an Employee Assistance Plan. The District and the Union agree to jointly educate the staff regarding the components of the plan.

B. LIFE INSURANCE

1. Each Employee shall be provided with Group Life Insurance as designated by the School District Group Life Insurance Master Policy payable to his/her designated beneficiary in the following amounts.

Years of Service with District	
1 through 5	$16,000
6 and over	$18,000

2. Each Employee shall be permitted to purchase additional Group Life Insurance at his/her expense in increments of $1,000, up to and equal to the amount provided at District expense. The individual Employee shall submit written request for said additional Group Life Insurance to the District prior to July 1, of each fiscal year and shall be governed by acceptance procedures of the carrier in accordance with normal insurance standards. Premium rates shall be deducted from Employee earnings at the specific rate prescribed by the carrier for said additional Group Life Insurance.

C. PREPAID DENTAL CARE PROTECTION

Effective upon execution of any application required and acceptance by the carrier in accordance with the normal insurance standards, the District shall provide each eligible Employee one hundred percent (100%) of the cost of Blue Shield Prepaid Basic family dental care and Riders A, B, C and D as offered by Pennsylvania Blue Shield. Each Employee shall be required to acknowledge receipt of the proper application in writing upon receiving same from the District.

D. DESCRIPTION OF BENEFITS

The District shall provide to each Employee a description of the insurance coverage provided under this Section as soon as reasonably possible after the same is received from the respective insurance carrier involved.

E. UNPAID LEAVE FRINGE PAYMENTS

All District granted leaves of absence shall be without fringe benefits for the duration of such unpaid leave of absence. During the terms of said District granted leave, said Employee shall be permitted to continue premium payments for life insurance, dental, medical and surgical coverage, and disability insurance at his/her expense. No unpaid leave shall be granted unless the Employee has exhausted all sick leave, vacation leave, and personal leave. Requests for unpaid leave shall not exceed one (1) day per year per Employee unless an emergency situation exists. Granting unpaid requests is at the sole discretion of the District.

F. CONDITIONS

1. An Employee shall be eligible for benefits only while actively employed and regularly assigned to work, or while on approved leave with pay;
2. Part-time Employees, as defined in Article III, F-2, shall be eligible for pro-rata share of benefits. A pro-rata share of any costs incurred for benefits provided shall be computed by dividing the number of hours normally worked on a daily basis by eight (8).
3. Any cafeteria Employee hired after the signing of this Agreement shall be subject to a twelve (12) month waiting period before becoming eligible for a pro-rated share of benefits and/or those associated benefits. Employees would be provided the option to purchase health care coverage at group rates at their own cost during the waiting period.
4. The initial effective date of such coverage described in Article XIII shall be the date set by the carrier as the effective date after receipt of the signed application of the Employee and premium payments by the District.
5. All benefits provided in the Article XIII shall expire with the termination of this Agreement, provided an earlier termination does not occur due to the Employee failing to remain actively employed. Such benefits may only be extended by a written Agreement between the parties.

ARTICLE XIV – LEAVES

A. MILITARY AND PREGNANCY

Military and Pregnancy Leave shall be governed by applicable law.

B. SICK DAYS

1. Each Employee normally scheduled to work on a daily basis shall be entitled to one (1) sick leave day per month up to a maximum accumulation of twelve (12) sick leave days per year. The unused portion of such allowance shall accumulate from year to year without limitation. Each sick leave day granted shall be equal to the number of hours normally scheduled to work on a daily basis. Employees shall be give a written accounting of accumulated sick leave days no later than August 30 of each year.
2. The District expects Employees who are legitimately ill to utilize their sick leave; however, sick leave shall not be utilized for any other purpose except that at least three (3) out of ten (10) sick days per year may be used to care for an employee's spouse, child, or parent who has a serious health condition. These sick days can also apply to a grandchild and stepchild who reside within the household.
3. A physician's statement may be required when an Employee is absent for three (3) or more consecutive days. Any Employee, who in the District's opinion, is abusing his/her sick leave entitlement, shall be required to submit to the District a physician's statement certifying that said Employee was unable to perform his/her duties for any absence.

C. JURY DUTY

An Employee who is subpoenaed as a juror by the Court of Common Pease of Allegheny County shall be excused from work for the days on which he/she is called to report. Such Employee shall receive for each day of service on which he otherwise would have worked, the difference between the payment he/she received for such day, up to a maximum of ten (10) days. The Employee will present proof that he/she was subpoenaed and reported as a juror and the amount received thereof.

D. DEATH – IMMEDIATE FAMILY

An Employee shall receive three (3) consecutive workdays surrounding the date of the funeral in the event of death of his/her immediate family member. Immediate family is defined as an Employee's father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resided in the same household, or any person with whom the Employee has made his/her home. Days on which the Employee is not scheduled to work shall not be counted as part of the three (3) days allowed. Employee is required to write name and relationship of deceased relative & near relative on time sheet for payment for day(s) off.

E. DEATH – NEAR RELATIVE

When an Employee is absent because of the death of a near relative, there shall be no deduction in the earnings of said Employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, grandchild, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

F. ADDITIONAL DEATH LEAVE

At the discretion of the Superintendent, additional time may be granted without pay to Employees in the event travel is required to attend a funeral.

G. PERSONAL/EMERGENCY LEAVE

1. All requests, except for emergency requests, must be submitted in writing to the Superintendent or his/her designee at least three (3) school days prior to the effective day of the leave stating the reason of the leave. Employees will receive four (4) personal/emergency leave days.
2. An Employee may not use more than three (3) personal/emergency leave days consecutively.
3. Only two (2) requests for personal leave per building will be accepted for any one (1) day with a maximum of five (5) requests District-wide. Cafeteria Employees shall be entitled to one (1) request per building.
4. No request to use a personal day shall be unreasonably denied for those days immediately preceding or following a school holiday. The District may request documentation of emergency situations on these days.

The definitions of emergencies on such occasions are as follows:

a. surgery in the immediate family which occurs on the emergency leave day;
b. auto accident on way to school;
c. an accident or serious illness in immediate family which occurs on the emergency leave day;
d. fire, flood or loss of heating system in home;
e. paternity day (admission or discharge for maternity reasons);
f. if Employee is prevented from getting to work because of non-availability of public or private transportation;
g. closing of a mortgage or taking a major loan in excess of $5,000;
h. graduation of Employee's child* or spouse from college;
i. court appearance as a subpoenaed witness of party - unrelated to Union or school business or discharge proceedings;
j. registration of Employee's child* at elementary or post-secondary school.

Such emergency leave may only be taken on the day when the above defined emergency occurs.

* "child" shall include stepchild

5. Only one (1) personal/emergency leave day shall be accumulated, at the Employees' request, as a sick day to be credited to the Employee's accumulated sick days at the end of the school year or rolled over as a personal/emergency leave day to a maximum of five (5) days.

ARTICLE XV – MISCELLANEOUS PROVISIONS

A. USE OF SCHOOL BUILDING

The Union may make written application to the Superintendent for the use of a school building to conduct a Union meeting. Such application shall be made at least five (5) days in advance of the proposed meeting, shall designate a period outside of normal working hours, and the approximate time needed. Upon the approval of the Superintendent, to be given within three (3) days following the request (unless other times are mutually agreed upon) the

Union may be permitted to use designated facilities for a Union meeting. Such approval shall not be arbitrarily withheld. The District may require payments for the use of facilities, including labor and utilities, for the hours used.

B. COPY OF AGREEMENT

Copies of this Agreement shall be prepared by the District, at their expense and the Union shall be presented with one (1) copy for each member of the bargaining unit, including a duplicated copy of the signature copy.

C. UNIFORMS

Employees covered by the provisions of this Agreement, as defined in Article III, F, shall be provided with two (2) uniforms annually and the maintenance Employees and all new Employees with three (3) uniforms annually. Said uniforms shall be selected by the District and shall be issued after July 1 of each year, during the terms of this Agreement. Employees shall be required to wear their uniforms in the performance of assigned duties.

D. TOOLS

Employees may be required to use personal hand tools in the scope of their work and said tools are to be registered with the Director of Maintenance. In the event that the tool breaks or is damaged on the job, the District shall repair or replace the tool at its expense.

E. TUITION REIMBURSEMENT

Employees who wish to enhance their skills in areas relevant to bargaining unit promotions may apply to the District for pre-approval of tuition reimbursement for courses of trade or study in certified schools of instruction. Such courses cannot interfere with regular work time. Upon completion of such approved courses, the Employee shall present the District with receipts and receive reimbursement for tuition costs incurred. For a grade of "C" the Employee shall receive seventy-five percent (75%) tuition reimbursement, and for a grade of “B” or better the Employee shall receive one hundred percent (100%) tuition reimbursement. In no event shall any reimbursement for credits be duplicated. (Example: federally-funded programs).

F. HEALTH AND SAFETY COMMITTEE

The District agrees to maintain a joint Labor-Management Health and Safety Committee. The Committee shall be composed of at least two (2) representatives and one (1) alternate of the Union selected by the Local Union, and two (2) representatives from Management.

The Health and Safety Committee shall establish and adopt health and safety rules. The Committee will do a walk-through inspection of each worksite the first week in each month and conduct meetings every three (3) months, to discuss changes to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices.

The District and the Union will arrange for an annual inspection of the facilities by the District's risk manager consultants and the Union's Health and Safety Department. The results of these annual inspections including all reports, advice, recommendations, opinions, findings and anything else of pertinence, whether verbal or documentary shall be made available to the Health and Safety Committee, District and Union office. In addition, accident records shall be kept and maintained by the District and shall be made available upon request to any member of the Health and Safety Committee.

G. MEET AND DISCUSS

The parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, meetings shall be scheduled every four (4) months to take up matters affecting the good and welfare of the Employees and the District. It is also agreed that prior to such meetings, the parties shall submit an agenda for the scheduled meeting at least three (3) days in advance.

H. TRAINING

The district shall provide up to twenty (20) hours of in-service training for all new hires. New hires must shadow their first two (2) days of employment. All additional training hours shall be completed within their first six (6) months on the job. The Director of Maintenance shall determine scheduling hours and training method offered. (Such training my include, but shall not be limited to, the Hillyard CCAP Training Methods and modules or systems that are available from other manufacturers; training required to obtain licenses/certifications

required by the District and/or shadowing of full-time Employees.) At its discretion, the District may commence any such training while an Employee is a substitute.

I. FAMILY & MEDICAL LEAVE

The District Policy of December 5, 1996, Family and Medical Leave Act, as revised and amended on January 8, 1998 for professional Employees, shall be applicable to all bargaining unit Employees.

ARTICLE XVI – PRIOR AGREEMENTS

With terms and conditions established by this Agreement, replace those which were or may have been established between the parties under any other Agreement or Agreements. Any grievance, which, as of the effective date of this Agreement, has been presented in writing and is in the process of adjustment under the Grievance and Arbitration sections, may continue to be processed under the Grievance and Arbitration of any successor Agreement, and settled in accordance with the applicable procedures of this Agreement.

ARTICLE XVII – TERMINATION

Except as otherwise expressly provided herein, this Agreement shall remain in full force and effect until midnight, June 30, 2031. Thereafter, this Agreement shall continue in full force and effect from year to year unless either party shall notify the other party in writing by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by or be liable for any statement, representative, promise, inducement not set forth herein.

For	For
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32 BJ SOUTH PARK CHAPTER	SOUTH PARK SCHOOL DISTRICT
_____	_____
Area Leader	President, Board of Education
_____	_____
Field Representative	Secretary, Board of Education
_____	_____
Steward	Witness
_____	_____
Steward	Witness

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN THE

S.E.I.U. LOCAL 32 BJ

SOUTH PARK CHAPTER

AND

THE SOUTH PARK

SCHOOL DISTRICT

2026-2031

Contents

AGREEMENT **5**

ARTICLE I – RECOGNITION **5**

ARTICLE II – SEVERABILITY CLAUSE **5**

ARTICLE III – UNION SECURITY **6**

A. MAINTENANCE OF MEMBERSHIP/FAIR SHARE 6
B. DUES DEDUCTION 6
C. AMERICAN DREAM FUND DEDUCTION 7
D. CONTRACTING WORK 8
E. NON-DISCRIMINATION 8
F. CATEGORIES OF EMPLOYEES 8
G. BULLETIN BOARD 9
H. CONTRACT INFORMATION 9

ARTICLE IV – MANAGEMENT **11**

A. MANAGEMENT RIGHTS 11
B. DRUG & ALCOHOL TESTING 11
C. DISCIPLINE/DISCHARGE 11
D. IMMEDIATE SUPERVISOR 12

ARTICLE V – SENIORITY **12**

A. JOB SECURITY 12
B. PERMANENT AND TEMPORARY VACANCIES 12
C. CONTINUOUS SERVICE 15
D. PROBATIONARY PERIOD 16
E. SENIORITY 16
F. CONTINUOUS SERVICE 17
G. SENIORITY/CONTINUOUS SERVICE LIST 17
H. CONTINUOUS SERVICE – CAFETERIA EMPLOYEES 17
I. LAYOFF OR REDUCTION OF HOURS 18
J. SENIORITY 18

ARTICLE VI – RESPONSIBILITIES OF THE PARTIES **19**

ARTICLE VII – HOURS OF WORK **20**

A. WORKDAY 20

B. WORK PATTERN 20
C. NOTIFICATION NOT TO REPORT 20
D. HALF DAYS 20
E. SUMMER EMPLOYMENT 20

ARTICLE VIII – OVERTIME & EXTRA HOURS OF WORK 21

A. WORKWEEK/WORKDAY 21
B. RATE 21
C. NON-DUPLICATION 21
D. HOURS NOT WORKED 22
E. OVERTIME GUARANTEE – TWO (2) OR THREE (3) HOUR MINIMUM 22
F. EXTRA HOURS OF WORK 22

ARTICLE IX – HOLIDAYS 24

A. HOLIDAYS 24
B. HOURLY RATE 25
C. ELIGIBILITY 25

ARTICLE X – VACATIONS 25

A. ELIGIBILITY 25
B. TERMS 26
C. SCHEDULING 26
D. VACATION SCHEDULING 27
E. RATE OF PAY 29
F. RESTRICTIONS 29

ARTICLE XI – GRIEVANCE PROCEDURE 29

A. PURPOSE/DEFINITION 29
B. DISCUSSION 29
C. STEP I 30
D. STEP II 30
E. STEP III 30
F. STEP IV – ARBITRATION 31
G. GROUP GRIEVANCE 32
H. REPRESENTATIVES 32
I. HOURS 32
J. FORMS 32

ARTICLE XII – WAGES 33

A. HOURLY WAGES 33
B. METHOD OF PAYMENT 34
C. RETIRING EMPLOYEES 34
D. PAYROLL DEDUCTION 35
E. CLASSIFICATION – WAGES 35

ARTICLE XIII – INSURANCE AND OTHER BENEFITS 35

A. HEALTH CARE 35
B. LIFE INSURANCE 37
C. PREPAID DENTAL CARE PROTECTION 37
D. DESCRIPTION OF BENEFITS 37
E. UNPAID LEAVE FRINGE PAYMENTS 38
F. CONDITIONS 38

ARTICLE XIV – LEAVES 39

A. MILITARY AND PREGNANCY 39
B. SICK DAYS 39
C. JURY DUTY 39
D. DEATH – IMMEDIATE FAMILY 40
E. DEATH – NEAR RELATIVE 40
F. ADDITIONAL DEATH LEAVE 40
G. PERSONAL/EMERGENCY LEAVE 40

ARTICLE XV – MISCELLANEOUS PROVISIONS 41

A. USE OF SCHOOL BUILDING 41
B. COPY OF AGREEMENT 42
C. UNIFORMS 42
D. TOOLS 42
E. TUITION REIMBURSEMENT 42
F. HEALTH AND SAFETY COMMITTEE 43
G. MEET AND DISCUSS 43
H. TRAINING 43
I. FAMILY & MEDICAL LEAVE 44

ARTICLE XVI – PRIOR AGREEMENTS 44

ARTICLE XVII – TERMINATION 45

AGREEMENT

This Agreement dated September 10, 2026 is between the South Park School District of Allegheny County, hereinafter the "District" and Service Employees International Union, Local 32BJ (South Park Chapter) hereinafter the "Union". The provisions of this Agreement shall become effective on July 1, 2026, unless otherwise expressly provided herein.

The parties agree that while the nominal effective date shall be July 1, 2026, all modifications made pursuant to these negotiations shall be enforceable only after the signing of the approved CBA. No not modification retroactively applied prior to the signing date unless retroactive application is specifically directed within the Tentative Agreement.

ARTICLE I – RECOGNITION

The District recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and other conditions of employment for all Employees occupying jobs int the bargaining unit as certified by the Pennsylvania Labor Relations Board. The term "Employee", as used in this Agreement, applies to all individuals occupying such jobs included in the bargaining unit as certified by the Pennsylvania Labor Relations Board in PERA-R-673-W and PERA-R-87-W.

ARTICLE II – SEVERABILITY CLAUSE

It is not the intent of either party to violate any laws or any rulings of regulation of any governmental authority or agency having jurisdiction of the subject matter of the Agreement. The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the rights to so hold, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

ARTICLE III – UNION SECURITY

A. MAINTENANCE OF MEMBERSHIP/FAIR SHARE

Fair Share fees shall not be collected until such time that the restriction of the collection of Fair Share fees was announced in the Supreme Court decision in Janus v. AFSCME, Council 31, 138 S.Ct. 2448 (2018) is reversed or the collection of Fair Share fees is made legal in some other manner. In the event that Fair Share again is deemed legal, each non-member in the bargaining unit represented by the Service Employees International Union, Local 32BJ (South Park Chapter) shall be required to pay a fair share fee as provided by the Act 291 of 1988. The District and the Union agree to comply with all provisions of the law. The Union agrees to extend to all non-members the opportunity to join the Union.

B. DUES DEDUCTION

The Employer agrees to deduct the Union's monthly dues, initiation fees, assessments, and American Dream Fund contributions from the pay of each Union member from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Monthly dues deductions will be made from the pay for the first two full pay periods worked by the employee following the receipt of the authorization, and thereafter will be made from the first paychecks each month that the employee receives. Dues and other monies deducted in accordance with this paragraph shall be forwarded to the union no later than the thirtieth (30^{th}) day of each month.

The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records as valid written authorizations for deduction and remittance.

The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deductions of money for Union dues under this Article.

C. AMERICAN DREAM FUND DEDUCTION

The Employer agrees to deduct no later than the last payroll day of each month from the wages of the Employees their voluntary contribution to SEIU Local 32BJ American Dream Fund and shall at the same time remit immediately said monies to the Union together with a list of Employees names for whom such deductions have been made and the amounts thereof. Deductions for American Dream Fund will only be made for those Employees who have filled out an American Dream Fund deduction card that designates the amount to be deducted. (A copy of the card will be added to the appendix) Deductions for ADF shall be on a bi-weekly basis. A check will be issued to SEIU Local 32BJ ADF Fund which includes aggregate deductions of all Employees authorizing check off of political contributions, together with an itemized statement for the month the deductions are made. The Union shall notify the Employer in writing of the name of the person (together with his/her title and address) to whom the check should be sent and any changes concerning this information.

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damage or penalties that shall arise of out of or by any reason of any action that shall be taken by the Employer for the purpose of complying with the forgoing provisions of this Article.

D. CONTRACTING WORK

1. The Union agrees that the Union membership on the part of the Employees shall not cause or permit any Employee to interfere with any arrangements entered into between the District and any other Union or non-union contractor which require cooperative efforts on the part of the contractor and the Employees. Before the District may contract for the performance of work currently performed by the Employees covered by this Agreement, the District will furnish three (3) weeks advanced written notice thereof to the Union. The District agrees that it shall not contract for the performance of work previously performed by the Employees covered by this Agreement merely as a means of avoiding the terms and conditions imposed on the District by this Agreement.
2. The District will have the right to contract all or a portion of the food service operations for financial reasons. Prior to entering into any outside contracting agreement, the District will give three (3) weeks advanced written notice during which time the Union will have the right to meet with the District in order to discuss a possible Union proposal. Prior to such meeting, the District shall provide the Union with all records necessary to verify the financial status of the cafeteria account. In the event the District seeks to contract food service operations, the District agrees to give first preference to a Union proposal to operate the cafeteria program at costs and profits which are comparable to bids received from outside contractors. Should the Union be unable to meet the requirements, the District will encourage the sub-contractor chosen to consider the employment of existing cafeteria staff. The District will arrange a meeting of the Union and the sub-contractor, but the District will not participate in the discussion. Final resolution of the employment issue will result from the discussion between the sub- contractor and the Union.

E. NON-DISCRIMINATION

The Employer shall not discriminate against any Employee because of race, creed, color, gender, religion, national origin, sexual orientation, age, disability, Union membership or any other characteristic protected by law.

F. CATEGORIES OF EMPLOYEES

1. **Full-time Employee** shall be defined as:

a. Twelve-month Employee assigned to work seven (7) hours or more on a daily basis.
b. Student school calendar Employees assigned to work seven (7) hours or more on a daily student school calendar basis.

2. **Part-time Employee** shall be defined as anyone assigned to work less than seven (7) hours on a daily twelvemonth basis or a daily student school calendar basis.
3. **Temporary Employee** shall be defined as anyone hired for a specific period of time, but less than one hundred twenty (120) calendar days. Said temporary Employee shall not be cove red by the provisions of the Agreement unless he/she continues to be actively employed for a period of one hundred twenty-one (121) calendar days or more in any calendar year.
4. **Substitute Employee** shall be defined as anyone paid as a replacement for a regular Employee on an approved leave of absence or on sick leave. Said substitute Employee will not be covered by the provision of this Agreement.

G. BULLETIN BOARD

The Union may use a bulletin board designated by the District in each building, including one (1) in each cafeteria. Such use shall be limited to Union business, and material for posting shall first be submitted to the Superintendent or his designee for approval, setting forth the building where it desired to post such material and the specific period of time during which such material shall remain posted. The term "union business" shall not include political or libelous material, which shall not be posted in any event.

H. CONTRACT INFORMATION

1. Contract Distribution
    a. Each Employee shall be informed as to the existence of this Agreement by letter. This letter will be drafted by the Union and forwarded to the District for review. Upon mutual agreement of said letter, it shall be signed by both party's respective representatives (See attached example)
    b. Within six (6) weeks, the District will print and distribute copies of the Agreement to all covered Employees.
    c. All Employees in the Bargaining Unit will be given a copy of the Agreement.

2. Employee Orientation
    a. Union authorization cards and appropriate explanatory literature shall be included in those employment forms and materials required for newly hired Employees.
    b. During the orientation of new Employees, the Union shall be given thirty (30) minutes to explain the Agreement and to inform the new Employees of the role of the Union.

       The Union, Chapter Officers and the proper Building Steward will be notified two (2) working days prior to the orientation meeting of new Employees. The Chapter Officers will submit to the District by October 1, of each year of this Agreement an updated list of Officers and Building Stewards.
3. Communication Rights
    a. The District shall provide the Union with “Union designated" bulletin board(s).
    b. The mailboxes in the custodial room shall be used as the Union mailing system.
    c. The Union shall be permitted to use the District's printing facilities with the pre-approved permission of the Superintendent of his/her designee.
    d. The District shall attempt to provide accommodations for "on premises" office space on an "as needed" basis.
    e. The District shall allow the use of a school's cafeteria, auditorium, or any classroom to be used by the Union for meeting purposes it has been pre-approved by the Superintendent or his/her designee.
4. Union Representative’s Rights
    a. Full-time Union representative(s) shall have full visitation rights with the approval of the Superintendent or his/her designee.
    b. A leave of absence, not to exceed one (1) year with no loss of seniority, shall be provided to those Employees who become full-time representatives of the Union.
    c. Union Stewards shall be granted time off with pay for Union business for one (1) day in a calendar year for the purpose of attending Union training, workshops, and other Union activities. This will be limited; two (2) Stewards per calendar year, providing the efficiency of the operation are not affected. The Union shall send a letter requesting leave to the District at least five (5) days in advance. The

District will submit a form to the Union for reimbursement of wages for substitute wages for this approved leave.

ARTICLE IV – MANAGEMENT

A. MANAGEMENT RIGHTS

The management of the District's facilities and operations, and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment, and operations shall be retained by the vested exclusively in the District. Subject to the provisions of this Agreement, the District shall have the right to schedule and assign work to be performed and the right to hire or re-hire, promote, recall, demote, suspend, discipline, transfer, or lay-off Employees because of lack of work or other legitimate reasons.

B. DRUG & ALCOHOL TESTING

If an Employee is involved in an accident arising out of and in the course of his or her employment during the work day which results in damage to District property or requires medical attention or in instances where the District has reason to believe that the Employee is impaired by or is under the influence of drugs or alcohol, the District reserves the right to require the Employee to take a drug and alcohol test of its choosing with all costs of such tests being the responsibility of the District.

C. DISCIPLINE/DISCHARGE

1. The District shall not discipline or discharge an Employee except for proper cause except for cardinal offenses mandating immediate suspension prior to suspension.
2. All records of offenses, and disciplinary action taken as a result of such offenses shall be placed in an Employee's file only after said Employee has had an opportunity to affix his signature to the copy. This copy, when filed, is to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written answer to such material. If the Employee refuses to sign said copy, the District shall make note and date of said refusal and file copy for the records. At the request of the Employee, the District will remove

from the Employee's file any such record after a period of three (3) years if no further record of offenses or disciplinary action has occurred during the said three (3) year period. The removed material will not be used in an arbitrary hearing.

3. Each Employee shall receive a performance evaluation at least once annually. The performance review instrument shall be designed by the District. The Employee shall be evaluated by his/her immediate supervisor with input from the building administrator, if applicable.

D. IMMEDIATE SUPERVISOR

The District shall designate to the Union the immediate supervisor of all bargaining unit positions

ARTICLE V – SENIORITY

A. JOB SECURITY

The parties of this Agreement recognize that job security in event promotions, decrease of forces, and recalls after layoffs should increase in proportion to the length of continuous service, and that in the administration of this Article the intent will be a vacant and/or newly created position shall be filled by the most senior qualified Employee with a ten (10) working day trial period, after which time the Employee could return to his/her former position with no loss in seniority. The District could also, after this period, return the Employee to his/her former position with no loss in seniority providing the below mentioned factors are met. In recognition, however, of the responsibility of the District for efficient operations it is understood and agreed that in all cases of promotion, decrease in forces, or recalls after layoffs, the following factors as listed below shall be considered:

1. Ability to perform the work;
2. Length of continuous service.

Final decision to promote, transfer, or lay-off shall be vested exclusively in the District.

B. PERMANENT AND TEMPORARY VACANCIES

1. Bids for permanent and/or newly created positions within an Employee Department (Building and Grounds/Cafeteria) shall be made on the basis of Department Seniority.

This shall be followed by bids between Departments. If a vacancy arises in the Building and Grounds Department, all bargaining unit members who are already in this Department shall be permitted to bid on it first, with the bid being awarded to the most senior qualified bidder. If no one within the Department bids on the job, then the bargaining unit members who are in the Cafeteria Department shall be permitted to bid on the entry level Custodial position with the bid being awarded to the most senior qualified bidder. Likewise, if a vacancy arises in the Cafeteria Department, all bargaining unit members who are already employed in this Department shall be permitted to bid on it first, with the bid being awarded to the most senior qualified bidder. If no one within the Department bids on the job, then bargaining unit members who are in the Building and Grounds Department shall be permitted to bid on the entry level Prep-Server position with the bid being awarded to the most senior qualified bidder.

2. Permanent and/or newly created positions shall be posted by the District in all school buildings for five (5) workdays. All postings will list the days of work, hours of work, shift and building assignment. If any Employee is interested in being considered for such positions, he/she must file a written application with the Superintendent within five (5) workdays. The intent will be that a vacant and/or newly created position shall be filled by the most senior qualified Employee within the Department. Such Employee shall be given a ten (10) day trial period, after which time the Employee could return to his/her former position with no loss in seniority. During this ten (10) work-day trial period, the Employee shall demonstrate ability, qualifications, and physical fitness to perform the job. If said Employee does not demonstrate the above, he/she shall be returned to his/her former position with no loss in seniority. During the trial period, the Employer may leave the vacated position unfilled, however, should the Employer determine during the trial period that the successful candidate has qualified, the Employer may post the vacated position before conclusion of the trial period. When a resignation is accepted by the Board, the job shall be posted as soon as reasonable.
3. Flex-shift positions will be posted with specific days of work, potential hours of work that may be assigned (seasonally), and potential building assignments. Flex-shift positions will be assigned seasonally by the Director of Facilities and the Supervisor of Cleaning. The assignment for each employee will include a specific building and

designated start and end time. The seasons will follow the District's athletic seasons in order to facilitate all district operations. All flex-shift employees will work daylight hours during summer break. The district will give the employee at least two (2) weeks' notice in the event their flex-shift will be changing to a different starting and ending time for an extended period.

Due to the nature of call-offs and daily last minute operational changes there may be times when an employee is asked to work in a different building for a shift, or to alter their shift time in order to accommodate a change in operations. The district will notify the employee as soon as possible in these situations.

Upon ratification of this Agreement, assignments of daylight flex positions will be made based on employee seniority, starting with the most senior employee, but the employee must meet the following qualifications:

- The employee can only apply for the flex-shift daylight custodian position if the employee has not been issued written discipline in their personnel file in the twelve (12) months preceding the posting date.
- The employee cannot have used more than the allotted sick days (12 per year) in the one-year period preceding the posting date, unless the use of sick days was for a documented medical issue which required them to apply for leave that falls under the Family Medical Leave Act.

The qualified, most-senior applicant will be given a thirty (30) day probationary period in the flex-shift daylight custodian position. Following the thirty (30) day probationary period, the employee's performance will be evaluated by the director of facilities, cleaning supervisor and building principal prior to continuation in the flex-shift daylight custodian position. The review will include job satisfaction, attitude, organizational commitment, ability to perform the required duties, and the ability to create a safe and friendly working relationship with building administration and faculty while operating with students in attendance. If, following the performance evaluation, the employee cannot continue in the flex-shift daylight custodian position, the employee will return to his/her previous position.

4. Temporary vacancies that occur due to an illness or injury (job related or not) which are known to exceed sixty (60) calendar days will be posted and awarded to the most senior qualified Employee within the affected Department. The position will be filled by the most senior qualified Employee, first by Department then by the other Department. If no Employee from either Department elects to fill the vacancy, the District will fill the position with a substitute. During the time the Employee is filling the temporary vacancy, the Employee will receive the compensation and/or hours of said position.

   An Employee who bids a temporary position will be allowed to return to his/her former position without loss of hours or change of shift upon the return of the permanent Employee. (AN EMPLOYEE MUST REMAIN IN A TEMPORARY BID POSITION UNTIL THE PERMANENT EMPLOYEE RETURNS). This will exist for the period of time the Employee is in said position for they will continue to accrue seniority for the period of time in their original classification. All permanent and temporary bids shall be filled immediately after the posting period. Any change in wages requiring School Board approval will be retroactive to the first day the Employee works in the awarded position.

C. CONTINUOUS SERVICE

Continuous service shall be calculated from date of first employment or re-employment following a break in continuous service, in accordance with the following provisions:

1. There shall be no deduction for any time lost which does not constitute a break in continuous service.
2. Continuous service shall be broken by:
    a. Quit - provided that if the Employee is re-hired within fifteen days, the break in continuous service shall be removed;
    b. Discharge;
    c. Absence for three (3) consecutive workdays without notice to and permission from Supervisor;
    d. Absence due to a lay-off or physical disability, either of which continues for more than twelve (12) months;
    e. Retirement;

f. Leaving the assigned building and grounds without approval from the Director of Maintenance or his/her designee will be determined as a voluntary termination of employment.

3. Absence due to a compensation disability under the Pennsylvania Workman's Compensation Act or the Pennsylvania Occupational Disease Act or absence due to illness or disability for which an Employee is being paid under the Sick Leave Benefits of this Agreement shall not break continuous service provided such individual returns to work within five (5) days after final payment of Workman's Compensation or Occupational Disease benefits or after the end of the period used in calculating lump sum payment or after the Employee's accumulated sick leave has been exhausted. If an Employee has been granted an unpaid leave under the Family Medical Leave Act or unpaid sick leave by the Employer, continuous service will not be broken if Employee returns to work within one (1) year of the start of such unpaid leave.

D. PROBATIONARY PERIOD

New Employees, including those hired after a break in continuity of service, shall be regarded as probationary Employees for the first ninety (90) working days. During such period such Employees may be laid-off or discharged as exclusively determined by the District. All Cafeteria Department workers previously referred to as “substitute” shall be added to the bargaining unit and shall not be subject to a probationary period.

E. SENIORITY

1. Seniority shall be by Department. Departments shall be defined as Building and Grounds and Cafeteria
2. Department seniority shall have preference over District-wide seniority in the case of overtime distribution.
3. Classification seniority shall not be used as a determining factor in job bidding.
4. Seniority for parking assignments will be on a rotational basis from within the Maintenance Classification based on seniority. Should additional positions be needed once all maintenance Employees are exhausted, a number process will be

implemented through the Building and Grounds Department and then the Cafeteria Department.

5. Building and Grounds Department shall consist of the following classifications: Maintenance, Custodial
6. Cafeteria Department shall consist of the following classifications: Cooks and Prep-Servers.

F. CONTINUOUS SERVICE

Any Employee who transfers, is promoted, or bumps from their present position to any other position in or out of their classification, shall retain District-wide continuous service rights from their date of hire (first day on the job). All Employees shall pass a written test and a physical test to be considered for a position outside of their current classification. A part-time Employee as defined in Article III, F-2, shall be credited with one year of seniority for every two (2) years worked or shall receive continuous service credit/seniority on a fifty (50) percent basis. This would mean that a part-time Employee who worked for the District for two (2) years would earn one (1) year of continuous service if the Employee moved into a full-time position and was eligible for vacation or was bidding on another position.

G. SENIORITY/CONTINUOUS SERVICE LIST

The District shall supply the Local Union office with a seniority list of all Employees setting forth for each Employee their classification, date of hire (first day on the job), rate of pay, and hours of work. This list shall be maintained by the District and updated every six (6) months and made available to the Union within thirty (30) calendar days after receipt of written notice.

H. CONTINUOUS SERVICE – CAFETERIA EMPLOYEES

All Cafeteria Department Employees employed by the District as of the date of this Agreement shall have a seniority date identical to the date the Agreement is signed. This date shall be used as their seniority date for bidding on positions outside of their Department, after all Building and Grounds Department Employees have completed their lateral bids within their Department. If more than one (1) Cafeteria Department Employee bids on a Building and Grounds Department General Cleaner position (or custodial position if that is the only

remaining open position) outside of his/her department, the Employee's original date of hire shall be used to determine who is the more senior Cafeteria Department Employee. The Cafeteria Employee must pass a written test and a physical test to be considered for a General Cleaner position outside of their Department.

Cafeteria Employees who bid on positions within their Department shall be awarded the position based on the original date of hire with the District. The aforementioned guidelines shall be used in accordance with the provisions as set forth in the Sub-Section A of this Article.

I. LAYOFF OR REDUCTION OF HOURS

In all cases of layoff or reduction of hours, an Employee may exercise his/her Department seniority to bump any Employee with less seniority from an equal or lower paying classification within their Department (Building or Grounds, Cafeteria, etc.) That Employee in turn must bump any Employee with less seniority from an equal or lower paying position within their Department. This process will continue until the last Employee accepts layoff or reduction of hours. The parties of this Agreement recognize that in the event of a decrease of work force and recall after layoffs, seniority will be recognized as the determining factors. Layoffs and recalls will be done by seniority from within the affected classification defined in Article V, Section D, Sub-section 1. An Employee duly notified by the District in writing to return to work from layoff must return to work within five (5) working days of such notice or be considered terminated. This does not apply to Cafeteria workers during the summer months.

J. SENIORITY

In all cases of layoff or reduction of hours, an Employee may exercise his/her Department seniority to bump any Employee with less seniority from an equal or lower paying classification within their Department (Building and Grounds, Cafeteria, etc.)

That Employee, in turn must bump any Employee with less seniority from an equal or lower paying position within their Department. This process will continue until the last Employee accepts a layoff or reduction in hours. An Employee duly notified by the District in writing,

to return to work within five (5) days of such notice or be considered terminated, this does not apply to Cafeteria workers during the summer months.

ARTICLE VI – RESPONSIBILITIES OF THE PARTIES

The District (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The Union (its officials and representatives at all levels) is bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. There shall be no interference with the right of Employees to become or to continue to be members of the Union.
2. There shall be no discrimination, restraint, or coercion against any Employee because of membership in the Union.
3. During the terms of this Agreement, there shall be no lockouts.
4. Designated Union Chapter Officers and Stewards will be permitted time during any given workday to attend grievance meetings or labor/management meetings with approval of the Superintendent.
5. There shall be no intimidation or coercion of Employees into joining the Union or continuing their membership therein.
6. During the term of this Agreement, there shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities.
7. The applicable procedures of the Agreement will be followed for the settlement of all grievances.
8. It is the continuing policy of the District and the Union that provisions of this Agreement shall be applied to all Employees without regard to race, religious creed, national origin, sex, age, handicap or disability, and political affiliation. The representatives of the Union and the District in all steps of the grievance procedure and in all dealings between both parties shall comply with this provision.
9. The Employer agrees it will not assign any bargaining unit work to non-unit Employees or supervisors except in cases of emergency or unavailability of Employees from the bargaining unit. This does not apply to temporary Employees.

ARTICLE VII – HOURS OF WORK

This Article defines the normal hours of work and shall not be construed as guarantee of hours of work per day or per week. This Article shall not be considered as any basis for the calculation or payment of overtime, which is covered solely by Article VII, Overtime and Article IX, Holidays.

A. WORKDAY

The normal workday shall be eight (8) consecutive hours of work in a twenty-four (24) hour period with a designated lunch period.

B. WORK PATTERN

A normal work pattern shall be five (5) consecutive workdays beginning on the first day of seven (7) consecutive day period. The two (2) days off shall be consecutive days off except for emergencies or vacancies caused by the events listed in Paragraph C of this Article.

C. NOTIFICATION NOT TO REPORT

Unless previously notified not to report to work, Employees who report to work on a day in which they are regularly scheduled to work, at their regular starting time, who are not assigned to work shall be paid for their normal workday. This provision shall not be applicable when the Employee leaves his work through no fault of the District, or is prevented from working because of work stoppages, failure of utilities, or acts of God, in which cases he/she shall be paid for the time actually worked, if any.

D. HALF DAYS

Cafeteria Employees will receive their regular full shift pay for each early- dismissal day including but not limited to the day before Spring Break, the day before Winter Break, the day before Fall Break, and the last day of school. On those days employees will work their full schedule or may be allowed to leave early with pay.

E. SUMMER EMPLOYMENT

Normal summer supplemental employment is not a part of the bargaining unit work. When summer bargaining unit work becomes available for those Employees who are normally in a furloughed status, during this period, such work shall be assigned to those bargaining unit

Employees based on departmental seniority at the classification rate of pay for which the work is required. During the summer months all Employees shall be scheduled to work normal daylight hours.

Cafeteria workers will be scheduled to work one (1) additional day (4 hours) of work before the beginning of the school year and at the end of the school year two (2) days, eight (8) hours total per year, for the purpose of cleaning of the cafeteria and the storage of its equipment.

ARTICLE VIII – OVERTIME & EXTRA HOURS OF WORK

This Article shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

A. WORKWEEK/WORKDAY

1. The payroll week shall consist of seven (7) consecutive days beginning at 12:02 a.m. on Monday;
2. The workday for the purpose of this Article is the twenty-four (24) hour period beginning with the time the Employee begins work;
3. The regular rate of pay, as the term is used in Article VIII, C Below, shall mean the standard hourly wage rate which the Employee would have received for the work had it been performed during the non-overtime hours.

B. RATE

Overtime at the rate of one and one-half times the regular rate of pay shall be paid for:

1. Hours worked in excess of eight (8) hours in a workday;
2. Hours worked in excess of forty (40) hours in a workweek

C. NON-DUPLICATION

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision of this Agreement.

D. HOURS NOT WORKED

Hours not worked, but paid for, will not be used in the calculation of overtime, excluding holiday and vacation pay which shall be calculated as hours worked.

E. OVERTIME GUARANTEE – TWO (2) OR THREE (3) HOUR MINIMUM

An Employee called out to work outside of his regular schedule shall receive a minimum of three (3) hours pay at the appropriate rate if he/she is covering for a true unforeseen emergency such as a flood, or a fire. An Employee shall receive a minimum of two (2) hours pay at the appropriate rate if he/she is called to perform work of a routine nature such as shoveling snow. This provision does not apply to routine school activities or to when Employees are called or notified to work an extended shift by either starting earlier or staying over. Employees can be required to do work unrelated to the call out in order to fill out the remainder of the two (2) or three (3) hour guarantee.

F. EXTRA HOURS OF WORK

Prior to the use of substitutes in the Building and Grounds Department an Employee in a lower classification and/or a less hour position shall be given the opportunity to work in a higher classification and/or hours position in the following order:

1. Most senior Employee in the affected building where extra hours and/or higher pay position exist on a rotating basis proceeding through the seniority list, with the right of refusal and backfilling with a substitute or cafeteria Employee.
2. In the event no Employee within the affected building accepts the position the District will fill the position with a substitute Employee.
3. In the event no substitutes are available and the District feels the need to fill a position, it will be offered to cafeteria workers who have signed to work. The above mentioned procedure will be followed starting with the classification needing to be filled in the order listed below:
    a. Maintenance
    b. Custodial
    c. Substitutes
    d. Cafeteria*

*Cafeteria workers who are interested in working as a General Cleaner will be required to sign a posting at the beginning of each school year and the first day back from Christmas break. In the event the District needs to fill a position as outlined above and reach the Cafeteria workers the District will use the sign-up list and calling by seniority, following all the procedures of this Article.

It is also agreed that the Cafeteria workers working in this capacity shall be paid at the regular rate at time and one-half (1 1⁄2) after eight (8) hours in any workday, including any hour worked in the cafeteria.

4. Prior to the use of substitute extra hours, scheduled or not scheduled and positions in a higher classification shall be awarded starting with the most senior, qualified Employee in the affected building where extra hours/position exist and shall proceed through the seniority list with the right of refusal filling the last position with a substitute Employee. In the event no substitutes are available and at the District's discretion there is a need to fill a position from outside the building, the District, based on operation needs will attempt to fill the position using District seniority.
5. Each building will keep, update and post a seniority list showing the rotation.
6. In the event the Employer is unable to fill a shift by offering overtime or by using a substitute, the Employer shall assign the work to all of the Employees currently working that shift in the building affected and said Employees shall team skip clean the area of the individual who is absent. The Employee shall also skip clean their normal areas. However, if the Employer remains unable to fill the shift by offering overtime or by using a substitute for more than three (3) consecutive days on the fourth (4th) day or sooner, at the discretion of the Director of Maintenance (dependent on the area's condition at the end of school, activities, etc.) the Employees with the least seniority in the affected building/area will be scheduled to work extra hours to cover the vacancy.
7. An Employee who is assigned to work in a higher classification shall be paid at the rate of pay for that classification for all hours worked. If an Employee is assigned to work in a lower classification he/she shall maintain their regular rate of pay for all hours worked.

8. Maintenance Employees shall be required to be available for overtime or extra hours of work for athletic and building events, snow removal, emergencies, etc. and to cover the event. This includes weekends, holidays, and before and after their work shift, and being reachable and available by telephone. A weekly schedule will be posted and will rotate from most senior Employee to least senior Employee with the person who worked moving to the bottom of the list for the next event.

ARTICLE IX – HOLIDAYS

A. HOLIDAYS

For the purpose of this Agreement, the following shall be designated as holidays:

1. Good Friday
2. Easter
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans' Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Monday after Thanksgiving
10. Day before Christmas
11. Christmas Day
12. December 31st
13. New Year's Day

Should any of these designated holidays occur on Sunday, the following Monday instead of such Sunday shall be recognized and observed as the holiday in question. Should any of the designated holidays occur on Saturday, the preceding Friday instead of such shall be recognized and observed as the holiday. When work is performed on a holiday or a day observed as such, the Employee shall be paid holiday pay plus his/her regular straight time rate of all hours worked. In no event shall more than any one single day be recognized for payment of aforesaid holiday pay. No work shall be done on Labor Day unless absolutely necessary to avoid hazard to life or property.

B. HOURLY RATE

Each Employee, otherwise eligible, not required to work on a designated holiday shall be paid for the number of hours normally worked per shift at his standard hourly wage rate for such holiday.

C. ELIGIBILITY

In order for any Employee to be eligible to receive holiday pay as provided for in Article IX, B above, an Employee must:

1. Be actively employed by the District during the thirty (30) calendar days prior to a holiday or day observed as such; and
2. Work immediately preceding and after holidays - Employees must actually work their entire eight (8) hour shift on their scheduled workday before and after a holiday; otherwise, the Employee will not be paid for the holiday except with an approved vacation or sick day. If using a sick day, a doctor's excuse will be required. However, Employees shall be entitled to the same early dismissal that other District Employees receive before certain holidays. Their workday shall be reduced (up to a maximum of one (1) hour, and any Employee that was missed will be owed an early quit at a later date) to reflect the shortened day but they shall still be paid for eight (8) hours work.
3. Cafeteria Employees shall be eligible for holiday pay for the following three (3) holidays:

    Thanksgiving Day
    Christmas Day
    New Year’s Day

ARTICLE X – VACATIONS

A. ELIGIBILITY

To be eligible for a vacation in any calendar year during the term of this Agreement, the Employee must:

1. have one (1) year or more of continuous service (as defined in Article V, Seniority);

2. have worked in at least seventy-five percent (75%) of the payroll periods in the six (6) months next preceding the requested vacation period. An Employee, even though otherwise eligible under this Article X (A), forfeits the right to receive vacation benefits if the Employee quits without notice of at least ten (10) working days, or if the Employee is discharged for cause. In the event of any Employee's death, any vacation benefits to which they would have otherwise been entitled shall be paid to the Employee's estate;
3. have worked on a twelve (12) month job. A part-time Employee who works less than the full twelve (12) month calendar shall not be eligible for any vacation benefits. (See Article V,E).

B. TERMS

Any otherwise eligible Employee who has attained the years of continuous service indicated in the following table in any calendar year during this Agreement shall receive a vacation corresponding to such years of service as shown in the following table:

Years of Service	**Weeks of Vacation**
1 but less than 2	1
2 but less than 6	2
6 but less than 10	3

One (1) additional day per year for each year beginning with the tenth (10^{th}) year to a maximum of four (4) weeks.

e.g. 10^{th} year – 16 vacation days

14^{th} year – 20 vacation days (maximum)

19^{th} year – 20 vacation days (maximum)

C. SCHEDULING

South Park School District shall make vacation available in all fifty-two (52) weeks of the year. The District shall determine the number of Employees who may be granted vacation at any time in compliance with the Articles of this Agreement if a holiday occurs during an

Employee's vacation, the Employee shall not be charged for a vacation day on the day of the holiday.

Vacations will be granted at times desired by the Employees during the summer months of June, July and August, also during any school break. Employees with six (6) or more years of service will be permitted to take up to ten (10) vacation days during the school year, any days taken during school breaks will not be included in the ten (10) days permitted to be used in the school year. Other Employees may request single vacation days during the remaining nine (9) months of the year.

Single vacation day request, during said nine (9) months, will be made available with the following limitations:

1. All requests for single vacation days should be submitted in writing to the Director of Maintenance by the 20th of each month for the following month(s). Requests will be granted based on seniority and are limited to one (1) request per building and three (3) District wide. Employees shall be notified by the 28th of the month. The Director of Maintenance shall post an annual calendar updated the 1st of each month, denoting which Employees are on vacation each day.
2. Employees working in the school may take a half-day, single day (or days) vacation when school is in session with approval of the Director of Maintenance or Superintendent. No more than one (1) Employee will be permitted off in a school building when school is in session or up to three (3) District wide. However, when school is not in session more than one (1) Employee shall be permitted to use vacation with the approval of the Director of Maintenance or Superintendent. No request for the use of vacation days under this Article shall be unreasonably declined.

D. VACATION SCHEDULING

1. No later than June 1st of any calendar year, Employees shall indicate their vacation preferences on forms supplied by the District.
2. The District shall schedule vacations; giving preference based on continuous service. Scheduling may take into consideration the efficiency of the District operations. The District shall schedule vacations requests no later than June 15th in the calendar year.

3. Any Employee who fails to submit a block vacation request as set forth in Section "A" above, shall be scheduled without regards to continuous service.
4. Vacation schedules established as of July 1 shall not be changed by the District absent mutual agreement between the District and the Union or for emergency operational requirements.
5. In the event of an Employee's death, any vacation benefits to which the Employee would otherwise have been entitled will be paid to the Employee's surviving spouse or the estate.
6. A vacation calendar shall be posted in each agreed upon area by June 15th. The calendar shall list the name of each bargaining unit Employee working in the agreed upon area, and order of preference for vacation selection. Employees shall note their vacation selections on the calendar. All selections on the calendar by July 1st shall be final.
7. Employees will be allowed to change his/her vacation schedule as a result of hospitalization or a death of an immediate family member. Immediate family is defined in Article XIV, Section D of this Agreement. As soon as an Employee contacts management this time will be posted the day of notification and made available for another Employee(s) to select and schedule vacation in either a block or a single day usage.
8. Employees will schedule vacations in blocks based on the following schedule. Block vacation days can be taken in three (3) consecutive day increments up to ten (10) days as provided for in Article X, Section C of this Agreement. Employees' requests for vacation in blocks shall be submitted by June 1 of each calendar year based on the following:
    a. Employees with one (1) year of service but less than two (2) shall have the option of scheduling three (3) to five (5) vacation days in a block.
    b. Employees with three (3) years of service but less than fifteen (15) must schedule a minimum of five (5) vacation days in a block and the option to schedule up to a maximum of ten (10).

c. Employees with fifteen (15) years of service and up must schedule a minimum of seven (7) vacation days in a block and the option to schedule up to a maximum of fifteen (15).

9. All requests for block vacations shall be approved by management no later than June 15th of each calendar year and posted as per agreement.

E. RATE OF PAY

1. Each Employee granted a vacation will be paid the normal number of hours' pay usually scheduled at the rate of the job most often worked. Employees shall take vacations as time off unless by mutual agreement, between the District and the Employee, vacation pay is provided in lieu of time off.
2. When a holiday occurs during an Employee's scheduled vacation, he shall be paid for the unworked holiday in addition to his/hers vacation pay.

F. RESTRICTIONS

Vacation days cannot be accumulated and must be used within a one-year period following the date they are earned. Vacation days will be earned prior to January 1 in the calendar year they are to be used in accordance with the schedule set forth in B of this Section.

ARTICLE XI – GRIEVANCE PROCEDURE

A. PURPOSE/DEFINITION

The purpose of this Article is:

To establish the procedures for the processing and settlement of grievances. A "grievance", as used in this Agreement, is limited to a complaint of an Employee which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

B. DISCUSSION

Any Employee, who believes that he has a justifiable complaint, shall discuss such complaint with his immediate supervisor in an attempt to settle same.

C. STEP I

To be considered further, a grievance must be filed in writing by the Employee on standard grievance forms (forms for filing grievances will be developed and mutually agreed to by both parties) in Step 1 promptly after the conclusion of an Employee's discussion with such supervisor, but in any event no later than ten (10) calendar days after the initiation of such discussions. It shall be dated and signed by the Employee and should include the facts giving rise to the complaint. The immediate supervisor shall render a written decision within ten (10) calendar days of receipt of the grievance form. If the District's decision is not appealed, the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal.

D. STEP II

The foregoing procedure if followed in good faith by both parties, should lead to a fair and speedy resolution to most of the complaints arising out of day-today operations. However, if a grievance has not been satisfactorily resolved in Step I, it can be presented in writing and processed in Step II. A grievance, to be considered beyond Step I, must be appealed in writing by the Employee within ten (10) calendar days after receipt of the written Step I answer. It shall be dated and signed by the Employee and should include such information and facts as *may* be of aid to the District and the Union in arriving at a fair, prompt and informed decision. A grievance in Step II shall be discussed in an attempt at settlement at mutually convenient time between the Employee and a designated representative of the District, and answered in writing within ten (10) calendar *days* after the date of such meeting, unless by mutual agreement, a different date for disposition is agreed upon. The District's decision and the date thereof shall be recorded on the grievance form, and a copy given to the aggrieved Employee. If the District's decision is not appealed, the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal.

E. STEP III

In order for a grievance to be considered further, it must be appealed by the Union within ten (10) calendar days of the written Step II answer for consideration by the Union's representative and the District's Superintendent or his/her designee. The Union's

representative and the Superintendent or his/her designee shall discuss such grievance following receipt of written appeal at a meeting to be mutually agreed upon. Grievances discussed at such meetings shall be answered by the District in writing within ten (10) calendar days after the date of such meeting unless, by mutual agreement, a different date for disposition is agreed upon. Minutes of all Step III meeting shall be prepared by the District and jointly signed by the District's representative and the representative of the Union. IF the Union's representative shall disagree with the accuracy of the minutes as prepared by the District, he shall set forth and sign his reasons for such disagreement within ten (10) calendar days and the minutes except for such disagreement, shall be regarded as agreed to. Minutes shall conform to the following:

1. Date of meeting; names attending; and identifying number of grievance;
2. Background information and facts
3. Position of the Union and reasons therefore;
4. District position and reasons therefore;
5. The District’s decision

F. STEP IV – ARBITRATION

If the District's decision in Step III is not appealed to Step IV, Arbitration within twenty (20) calendar days, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal. Any grievance that has been processed in accordance with the provisions of the preceding Sub- Section of this Agreement, but not satisfactorily settled shall, upon proper appeal, be submitted to arbitration before an impartial arbitrator to be selected by mutual agreement of the parties. If, within twenty (20) workdays (or a longer period if mutually agreed upon) after receipt of such written request, the parties are unable to agree upon an arbitrator, the parties will request the Pennsylvania Bureau of Mediation to submit a list of seven (7) impartial arbitrators and that the parties will alternate the first strike from the list provided from one (1) grievance to the next in accordance with Section 903 (1) of the Public Employees Relations Act. The procedure to be followed in submitting the difference or dispute to the arbitrator shall, unless agreed upon by the parties within ten (10) workdays after the selection of the arbitrator, be determined by the arbitrator himself. The arbitrator shall submit his decision, in writing, promptly after the conclusion of the hearing,

or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the Employee involved and upon the parties to this Agreement. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive beyond the date on which the dispute was first presented as a grievance in writing. The fees and expenses of the arbitrator shall be borne in equal shares by the District and the Union. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of this Agreement.

G. GROUP GRIEVANCE

In order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be processed and the facts of alleged addition violations (including the dates thereof) may be presented in writing directly in Step II on a special form supplied by the District. Such additional claims shall be filed promptly and be signed by each additional grievant. When the original grievance is resolved in the grievance or arbitration procedure, the parties resolving such grievance shall review such pending claims in the light of a decision in an effort to dispose of them. If any such claim is not settled, it shall be considered as a separate grievance and processed in accordance with the applicable procedure and the applicable time limitations.

H. REPRESENTATIVES

The Employer recognizes the right of the Union to designate job stewards, who shall be Employees of the Employer.

I. HOURS

All grievance and negotiation activity shall be conducted outside of work hours.

J. FORMS

1. Forms for filing grievances, for minutes and for taking appeals shall be prepared by the District upon approval by the Union with copies attached to each copy of this Agreement.

2. In the event of a recommendation by the Administration of discharge, the Employee may elect either to proceed under the provision of this Agreement, or proceed under the provisions of Section 514 of the School Code, but not both.

ARTICLE XII – WAGES

A. HOURLY WAGES

1. Each standard hourly wage rate, established below, shall apply during such time as an Employee is assigned to work on such job or during such time as an Employee works on such job as a result of a bump. Unless permanently transferred or bumped into a lower paying classification, an Employee shall not receive a rate less than the regular classification rate.

    a. Increase hourly classification wage rates in each year of the Agreement.

	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Skilled Maintenance	$28.65	$29.22	$29.80	$30.40	$31.01
Maintenance	$26.61	$27.14	$27.68	$28.23	$28.79
Custodian	$26.13	$26.65	$27.18	$27.72	$28.27
Kitchen Leaders	$22.75	$23.21	$23.37	$23.84	$24.32
Prep/Server	$16.99	$17.33	$17.68	$18.03	$18.57

    b. All newly hired custodial Employees after July 1, 2021, shall be compensated at an hourly wage rate of 70 percent (70%) from the top hourly wage rate for the classification during the first ninety (90) probationary days of their employment. Upon the successful completion of their ninety (90) day probationary period they will move to the 75% rate and shall advance five percent (5%) each year thereafter until they reach top rate.

    c. Effective July 1, 2026, all maintenance Employees shall be exempt from the partial top hourly wage rate, with the exception of all newly hired maintenance Employees after July 1, 2026, who shall be compensated at an hourly wage rate of 90 percent (90%) from the top hourly wage rate during the

first ninety (90) probationary dates of their employment. Upon the successful competition of their ninety (90) day probationary period, they will move to the 100% rate.

2. Shift Differential:
    a. Any of the above classified Employees who work night shift starting after 10:00 p.m., will be paid an additional ten ($.10) cents per hour shift differential for all hours worked.

B. METHOD OF PAYMENT

Each Employee covered by the provisions of this Agreement shall receive his/her wages in twenty-six (26) equal payments, paid every other Friday beginning with the first Friday after the fifth (5th) of September. If the above Friday payday falls on a holiday, the distribution of checks shall be made on the last day of work prior to the Friday payday.

C. RETIRING EMPLOYEES

An Employee who is permanently retiring under normal retirement because of age, years of service, or disability under the provisions of the Public School Employees' Retirement Act (also known as PSERS Superannuation), shall be entitled to a severance allowance based upon unused accumulated sick leave days for a maximum of one hundred and fifty (150) days, to be calculated based upon the following formula:

1. For Full-Time Employees, Days 1-75 will be paid at $40 per day, and Days 76-150 will be paid at $50 per day.
2. For Part-Time Employees, Days 1-75 will be paid at $30 per day, and Days 76-150 will be paid at $75 per day.

Conditions:

    a. In the case of Employee death, payment for the entire severance allowance shall be made to the Employee's estate.
    b. An Employee who fails to work out at least sixty (60) days' notice if required, or who is discharged for cause, shall not be eligible for severance allowance.

D. PAYROLL DEDUCTION

This District agrees to accept one (1) voluntary Union authorized payroll deduction in addition to Union dues from Employees and withhold authorized sums from that Employee's pay. The District will forward all withheld monies to the designated source within thirty (30) days.

E. CLASSIFICATION – WAGES

Any Employee who is assigned to work in a higher classification shall be paid at the rate of pay for the classification for all hours worked in that classification.

If an Employee is assigned to work in a lower classification the Employee shall maintain their regular rate of pay for all hours worked.

ARTICLE XIII – INSURANCE AND OTHER BENEFITS

A. HEALTH CARE

The Board and the Union agree to mutually examine options to the current Health Care Program. If both parties mutually agree that a change in carrier is appropriate, the Union and the Board shall vote on said change. If either or both parties do not agree to change carrier, the present insurance plan will remain in effect. The following medical benefits shall be provided to each eligible Employee:

1. During the term of this Agreement, the District shall provide to Employees the standard Allegheny County Schools Health Insurance Consortium health care insurance under the Blue Cross/Blue Shield PPO Blue and Highmark Community Blue Flex EPO plan of coverage. Should either of these plans cease to exist, both parties will negotiate to provide equivalent or better coverage from another carrier. The District will pay the full cost of the Highmark Community Blue Flex EPO, less a 10% premium share paid by the employee.

   The premium share paid by the employee for EPO coverage will not exceed $3,500 per year for multi-party coverage or $1,500 per year for individual coverage. The district will provide employees with the ACSHIC Healthcare Renewal document

identifying the costs of each plan category before the open enrollment period for healthcare selection each year.

2. Health Care Option

   Effective July 1, 2020, the District agrees to pay each full-time Employee who does not apply for and receive the health care benefits set forth in Article XIII above, a cash payment amounting to twenty-five percent (25%) of the applicable premium less the amount of the applicable contribution as set forth above, for the Highmark Community Blue Flex EPO plan of coverage, whichever is less. Said cash payment shall be made in the last paycheck in June in lieu of the District paying any premium for such benefits during the period from the date of enrollment on July 1, 2020 to July 1 of each subsequent year, for each work year during the term of this Agreement. In the event of an emergency which causes Employee to need to re-enroll in the health program, the District will pay only the pro-rata share for full months not covered.

3. All benefits shall be coordinated and not duplicated. (This means that in addition to non-duplication of benefits under this Agreement, an Employee's insurance coverage, as set forth in Article XVII-A-1,2,3 and 4, shall be coordinated with similar coverage provided by other employers to Employee's spouses, to the end that a covered occurrence shall be indemnified only once to the extent provided above; with primary coverage apportioned in accordance with normal insurance standards.)

4. The District will provide Health Care for all Cafeteria Employees. The Cafeteria Employees' contribution will be prorated based upon the number of hours worked with the District paying the remainder of the premium. Employees will be responsible to pay their portion during the summer months. In addition, Cafeteria Employees' contribution to the premium for Health Care coverage, as set forth in Article XIII, A, 1, above, shall also be prorated based upon the number of hours worked.

5. Employee Assistance Plan

   The District shall provide an Employee Assistance Plan. The District and the Union agree to jointly educate the staff regarding the components of the plan.

B. LIFE INSURANCE

1. Each Employee shall be provided with Group Life Insurance as designated by the School District Group Life Insurance Master Policy payable to his/her designated beneficiary in the following amounts.

Years of Service with District	
1 through 5	$16,000
6 and over	$18,000

2. Each Employee shall be permitted to purchase additional Group Life Insurance at his/her expense in increments of $1,000, up to and equal to the amount provided at District expense. The individual Employee shall submit written request for said additional Group Life Insurance to the District prior to July 1, of each fiscal year and shall be governed by acceptance procedures of the carrier in accordance with normal insurance standards. Premium rates shall be deducted from Employee earnings at the specific rate prescribed by the carrier for said additional Group Life Insurance.

C. PREPAID DENTAL CARE PROTECTION

Effective upon execution of any application required and acceptance by the carrier in accordance with the normal insurance standards, the District shall provide each eligible Employee one hundred percent (100%) of the cost of Blue Shield Prepaid Basic family dental care and Riders A, B, C and D as offered by Pennsylvania Blue Shield. Each Employee shall be required to acknowledge receipt of the proper application in writing upon receiving same from the District.

D. DESCRIPTION OF BENEFITS

The District shall provide to each Employee a description of the insurance coverage provided under this Section as soon as reasonably possible after the same is received from the respective insurance carrier involved.

E. UNPAID LEAVE FRINGE PAYMENTS

All District granted leaves of absence shall be without fringe benefits for the duration of such unpaid leave of absence. During the terms of said District granted leave, said Employee shall be permitted to continue premium payments for life insurance, dental, medical and surgical coverage, and disability insurance at his/her expense. No unpaid leave shall be granted unless the Employee has exhausted all sick leave, vacation leave, and personal leave. Requests for unpaid leave shall not exceed one (1) day per year per Employee unless an emergency situation exists. Granting unpaid requests is at the sole discretion of the District.

F. CONDITIONS

1. An Employee shall be eligible for benefits only while actively employed and regularly assigned to work, or while on approved leave with pay;
2. Part-time Employees, as defined in Article III, F-2, shall be eligible for pro-rata share of benefits. A pro-rata share of any costs incurred for benefits provided shall be computed by dividing the number of hours normally worked on a daily basis by eight (8).
3. Any cafeteria Employee hired after the signing of this Agreement shall be subject to a twelve (12) month waiting period before becoming eligible for a pro-rated share of benefits and/or those associated benefits. Employees would be provided the option to purchase health care coverage at group rates at their own cost during the waiting period.
4. The initial effective date of such coverage described in Article XIII shall be the date set by the carrier as the effective date after receipt of the signed application of the Employee and premium payments by the District.
5. All benefits provided in the Article XIII shall expire with the termination of this Agreement, provided an earlier termination does not occur due to the Employee failing to remain actively employed. Such benefits may only be extended by a written Agreement between the parties.

ARTICLE XIV – LEAVES

A. MILITARY AND PREGNANCY

Military and Pregnancy Leave shall be governed by applicable law.

B. SICK DAYS

1. Each Employee normally scheduled to work on a daily basis shall be entitled to one (1) sick leave day per month up to a maximum accumulation of twelve (12) sick leave days per year. The unused portion of such allowance shall accumulate from year to year without limitation. Each sick leave day granted shall be equal to the number of hours normally scheduled to work on a daily basis. Employees shall be give a written accounting of accumulated sick leave days no later than August 30 of each year.
2. The District expects Employees who are legitimately ill to utilize their sick leave; however, sick leave shall not be utilized for any other purpose except that at least three (3) out of ten (10) sick days per year may be used to care for an employee's spouse, child, or parent who has a serious health condition. These sick days can also apply to a grandchild and stepchild who reside within the household.
3. A physician's statement may be required when an Employee is absent for three (3) or more consecutive days. Any Employee, who in the District's opinion, is abusing his/her sick leave entitlement, shall be required to submit to the District a physician's statement certifying that said Employee was unable to perform his/her duties for any absence.

C. JURY DUTY

An Employee who is subpoenaed as a juror by the Court of Common Pease of Allegheny County shall be excused from work for the days on which he/she is called to report. Such Employee shall receive for each day of service on which he otherwise would have worked, the difference between the payment he/she received for such day, up to a maximum of ten (10) days. The Employee will present proof that he/she was subpoenaed and reported as a juror and the amount received thereof.

D. DEATH – IMMEDIATE FAMILY

An Employee shall receive three (3) consecutive workdays surrounding the date of the funeral in the event of death of his/her immediate family member. Immediate family is defined as an Employee's father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resided in the same household, or any person with whom the Employee has made his/her home. Days on which the Employee is not scheduled to work shall not be counted as part of the three (3) days allowed. Employee is required to write name and relationship of deceased relative & near relative on time sheet for payment for day(s) off.

E. DEATH – NEAR RELATIVE

When an Employee is absent because of the death of a near relative, there shall be no deduction in the earnings of said Employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, grandchild, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

F. ADDITIONAL DEATH LEAVE

At the discretion of the Superintendent, additional time may be granted without pay to Employees in the event travel is required to attend a funeral.

G. PERSONAL/EMERGENCY LEAVE

1. All requests, except for emergency requests, must be submitted in writing to the Superintendent or his/her designee at least three (3) school days prior to the effective day of the leave stating the reason of the leave. Employees will receive four (4) personal/emergency leave days.
2. An Employee may not use more than three (3) personal/emergency leave days consecutively.
3. Only two (2) requests for personal leave per building will be accepted for any one (1) day with a maximum of five (5) requests District-wide. Cafeteria Employees shall be entitled to one (1) request per building.
4. No request to use a personal day shall be unreasonably denied for those days immediately preceding or following a school holiday. The District may request documentation of emergency situations on these days.

The definitions of emergencies on such occasions are as follows:

a. surgery in the immediate family which occurs on the emergency leave day;
b. auto accident on way to school;
c. an accident or serious illness in immediate family which occurs on the emergency leave day;
d. fire, flood or loss of heating system in home;
e. paternity day (admission or discharge for maternity reasons);
f. if Employee is prevented from getting to work because of non-availability of public or private transportation;
g. closing of a mortgage or taking a major loan in excess of $5,000;
h. graduation of Employee's child* or spouse from college;
i. court appearance as a subpoenaed witness of party - unrelated to Union or school business or discharge proceedings;
j. registration of Employee's child* at elementary or post-secondary school.

Such emergency leave may only be taken on the day when the above defined emergency occurs.

* "child" shall include stepchild

5. Only one (1) personal/emergency leave day shall be accumulated, at the Employees' request, as a sick day to be credited to the Employee's accumulated sick days at the end of the school year or rolled over as a personal/emergency leave day to a maximum of five (5) days.

ARTICLE XV – MISCELLANEOUS PROVISIONS

A. USE OF SCHOOL BUILDING

The Union may make written application to the Superintendent for the use of a school building to conduct a Union meeting. Such application shall be made at least five (5) days in advance of the proposed meeting, shall designate a period outside of normal working hours, and the approximate time needed. Upon the approval of the Superintendent, to be given within three (3) days following the request (unless other times are mutually agreed upon) the

Union may be permitted to use designated facilities for a Union meeting. Such approval shall not be arbitrarily withheld. The District may require payments for the use of facilities, including labor and utilities, for the hours used.

B. COPY OF AGREEMENT

Copies of this Agreement shall be prepared by the District, at their expense and the Union shall be presented with one (1) copy for each member of the bargaining unit, including a duplicated copy of the signature copy.

C. UNIFORMS

Employees covered by the provisions of this Agreement, as defined in Article III, F, shall be provided with two (2) uniforms annually and the maintenance Employees and all new Employees with three (3) uniforms annually. Said uniforms shall be selected by the District and shall be issued after July 1 of each year, during the terms of this Agreement. Employees shall be required to wear their uniforms in the performance of assigned duties.

D. TOOLS

Employees may be required to use personal hand tools in the scope of their work and said tools are to be registered with the Director of Maintenance. In the event that the tool breaks or is damaged on the job, the District shall repair or replace the tool at its expense.

E. TUITION REIMBURSEMENT

Employees who wish to enhance their skills in areas relevant to bargaining unit promotions may apply to the District for pre-approval of tuition reimbursement for courses of trade or study in certified schools of instruction. Such courses cannot interfere with regular work time. Upon completion of such approved courses, the Employee shall present the District with receipts and receive reimbursement for tuition costs incurred. For a grade of "C" the Employee shall receive seventy-five percent (75%) tuition reimbursement, and for a grade of “B” or better the Employee shall receive one hundred percent (100%) tuition reimbursement. In no event shall any reimbursement for credits be duplicated. (Example: federally-funded programs).

F. HEALTH AND SAFETY COMMITTEE

The District agrees to maintain a joint Labor-Management Health and Safety Committee. The Committee shall be composed of at least two (2) representatives and one (1) alternate of the Union selected by the Local Union, and two (2) representatives from Management.

The Health and Safety Committee shall establish and adopt health and safety rules. The Committee will do a walk-through inspection of each worksite the first week in each month and conduct meetings every three (3) months, to discuss changes to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices.

The District and the Union will arrange for an annual inspection of the facilities by the District's risk manager consultants and the Union's Health and Safety Department. The results of these annual inspections including all reports, advice, recommendations, opinions, findings and anything else of pertinence, whether verbal or documentary shall be made available to the Health and Safety Committee, District and Union office. In addition, accident records shall be kept and maintained by the District and shall be made available upon request to any member of the Health and Safety Committee.

G. MEET AND DISCUSS

The parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, meetings shall be scheduled every four (4) months to take up matters affecting the good and welfare of the Employees and the District. It is also agreed that prior to such meetings, the parties shall submit an agenda for the scheduled meeting at least three (3) days in advance.

H. TRAINING

The district shall provide up to twenty (20) hours of in-service training for all new hires. New hires must shadow their first two (2) days of employment. All additional training hours shall be completed within their first six (6) months on the job. The Director of Maintenance shall determine scheduling hours and training method offered. (Such training my include, but shall not be limited to, the Hillyard CCAP Training Methods and modules or systems that are available from other manufacturers; training required to obtain licenses/certifications

required by the District and/or shadowing of full-time Employees.) At its discretion, the District may commence any such training while an Employee is a substitute.

I. FAMILY & MEDICAL LEAVE

The District Policy of December 5, 1996, Family and Medical Leave Act, as revised and amended on January 8, 1998 for professional Employees, shall be applicable to all bargaining unit Employees.

ARTICLE XVI – PRIOR AGREEMENTS

With terms and conditions established by this Agreement, replace those which were or may have been established between the parties under any other Agreement or Agreements. Any grievance, which, as of the effective date of this Agreement, has been presented in writing and is in the process of adjustment under the Grievance and Arbitration sections, may continue to be processed under the Grievance and Arbitration of any successor Agreement, and settled in accordance with the applicable procedures of this Agreement.

ARTICLE XVII – TERMINATION

Except as otherwise expressly provided herein, this Agreement shall remain in full force and effect until midnight, June 30, 2031. Thereafter, this Agreement shall continue in full force and effect from year to year unless either party shall notify the other party in writing by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by or be liable for any statement, representative, promise, inducement not set forth herein.

For

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32 BJ
SOUTH PARK CHAPTER

Area Leader

Field Representative

Steward

Steward

For

SOUTH PARK SCHOOL DISTRICT

President, Board of Education

Secretary, Board of Education

Witness

Witness