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NEGOTIATED AGREEMENT

BETWEEN

SEIU LOCAL 32 BJ

AND

BELLWOOD-ANTIS SCHOOL
BOARD

2019-2020

2020-2021

2021-2022

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BELLWOOD-ANTIS SCHOOL DISTRICT
SEIU LOCAL 32 BJ

ARTICLE I – RECOGNITION

The Bellwood-Antis School District (hereinafter referred to as the Board) recognizes the SEIU LOCAL 32 BJ (hereinafter referred to as the Union) as the sole and exclusive bargaining agent for the non-professional personnel subdivision of the employer unit in accordance with the classification of all full-time and regular part - time custodial and maintenance employees, all regular full-time and regular part-time secretaries, and all regular cafeteria workers, and excluding supervisors, first level supervisors, and confidential employees for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as certified by the Pennsylvania Labor Relations Board and in accordance with the provisions of the Pennsylvania Public Relations Act, Act 195, of the Legislature of the Commonwealth of Pennsylvania.

Cafeteria positions moving forward (vacancies created by resignation, retirement, etc. or creation of new position) will be employed by the District's food service provider.

ARTICLE II – DEFINITIONS

A. As used in this Agreement, the following terms shall mean:

“Employee” any member of the certified bargaining unit

“Union” SEIU Local 32 BJ

“Board” Bellwood-Antis School District Board of School Directors

“Employer” Bellwood-Antis School District

B. Classification of Jobs

1. “Full-time Custodial Employee” shall mean those regular custodial employees working five (5) hours or more each day and whose normal work week shall be forty (40) hours.

2. “Part-time Custodial Employee” shall mean those regular custodial employees working less than five (5) hours each day.

3. “Full-time Cafeteria Employee” shall mean those regular cafeteria employees working five (5) hours or more each day.

4. "Part-time Cafeteria Employee" shall mean those regular cafeteria employees working less than five (5) hours each day.
5. "Level II Secretary" shall mean a regular secretary whose duties are general in nature and works five (5) hours or more each day.
6. "Executive Secretary" shall mean a regular secretary with word processing and management skills, and whose duties are performed primarily for one specific administrator, and works five (5) hours or more each day. There shall be no more than one Executive Secretary assigned to a specific administrator.
7. "Lead Maintenance Employee" shall mean an employee who carries out maintenance assignments under the direction of the Facilities Director and whose normal work week shall be forty (40) hours. The duties of the maintenance employee may include custodial functions and mechanic duties when assigned.
8. "Full-time Cafeteria Cook/Baker Employee" shall mean those regular cafeteria cook/baker employees working five (5) hours or more each day.
9. Probationary Employee. An employee newly hired shall serve a probationary period of ninety (90) calendar days. During the probationary period, a probationary employee may be terminated without cause. A newly hired employee may not bid on any vacant positions during this probationary period. Upon satisfactory completion of the probation period and with a recommendation by the supervisor/director, the employee shall be appointed to a regular non-probationary position. The ninety (90) calendar day probationary period may be extended with mutual agreement between the District and SEIU Local 32 BJ.

ARTICLE III - TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2019, unless otherwise noted herein, and shall continue in full force and effect until June 30, 2022, and shall continue on a year-to-year basis thereafter unless either party gives written notice to the other party prior to December 1, 2021.

ARTICLE IV - BENEFITS

A. Personal Days

Each employee shall be entitled to three (3) personal days per year for personal business and emergency business. These days shall not be taken immediately before or after a holiday unless approved 72 hours in advance of the holiday. Employees shall have the right to accumulate two (2) personal days per year, and may use no more than five (5) days in any school year.

Reimbursement for employees not using their personal days shall be paid at the employee's then current per diem rate of pay per accumulated personal day up to five (5) days, to be deposited into their HSA account at the time that it is earned. Should a full-time employee elect to receive cash payments for unused days, said payment shall be at the rate of seventy-five dollars (\$75.00) per day, prorated if less than full time.

B. Life Insurance

The Board shall provide a term life insurance policy covering each of the employees covered by this Agreement in the sum of forty thousand dollars (\$40,000.00), subject to the operating guidelines and procedures of the insurance carrier.

C. Hospitalization, Prescription, and Vision Coverage

1. QHDHP will replace PPO plan effective January 1, 2017.

Effective January 1, 2017, those individuals who currently have healthcare coverage will be provided coverage through a Qualified High Deductible Health Plan (QHDHP), IRS minimum. The District will contribute 72% into a health savings account (HSA) beginning January of each year for 12 month active employees. The contribution rate for all others will be 50%. The levels and types of coverage shall be subject to the operating guidelines of the insurance provider. The District shall be responsible for the cost of the Administrative fee of the HSA. Premium share contributions for employees, regardless of whether their coverage is single, parent/child, husband/wife, or family, shall be \$20 per month via payroll deduction.

Employees shall be permitted to elect contributions into their HAS account as follows:

1. One (1) time at the beginning of January; or
2. In eighteen (18) equal payments with less than 12 month employees based on school calendar and pay schedule; or
3. In twenty-four (24) equal payments for 12 month employees.

Any of the above shall occur via payroll deduction.

It is understood the above contributions along with any other elected deposits into the HSA cannot exceed IRS regulations.

If a life altering event occurs under the defining IRS regulations, the employee and District shall meet to adjust any contributions into the HSA account.

It shall be the responsibility of the employee to provide written notification to the Business Office within thirty (30) calendar days of any change in marital or dependency status. The employee shall receive a written acknowledgment as proof of providing said notification. Any employee who fails to provide notification shall be liable for all premiums paid beyond the proper level of employee entitlement.

The District shall have the right to change health insurance carriers during the term of this Agreement after discussing with the Association such a proposed change, provided the new Plan provides equivalent coverage.

The District will make coverage available to spouses of employees in limited circumstances:

- 1) Spouses who work for, and receive coverage from, any of the following entities will not be eligible for coverage on the Bellwood-Antis School District Plan:
 - a. Any school district/entity in Pennsylvania will not be eligible for coverage on the Bellwood-Antis School District plan;
 - b. Commonwealth of Pennsylvania;
 - c. State System of Higher Education Universities or state owned Universities funded by the State of Pennsylvania;
 - d. State related Universities of Pennsylvania (Pennsylvania State University, University of Pittsburgh, Lincoln University, and Temple University).
- 2) Spouses of employees who are entitled to receive health care coverage who do not have an option to enroll in health care coverage through an employer (with or without premium sharing) will be eligible for the District's Plan, without any premium sharing.
- 3) Spouses of employees who are entitled to receive healthcare coverage who have coverage available (with or without premium sharing) but still want to be covered on the District's Plan may do so but will be responsible to contribute \$1,000.00 each year.

The employee and the employee's spouse must certify their employment status and healthcare eligibility to the District through use of a form provided by the Business Office.

2. The Board shall continue to pay premiums for hospitalization coverage only for regular employees in other classifications who work five (5) or more hours each day, as was done by the Board under the 1988 to 1991 Agreement. Employees

hired after July 1, 1998 will receive benefits upon working seven (7) or more hours per day.

3. The grandfather clause shall protect the present employees by guaranteeing that all benefits will be retained even if their job is reduced to less than five (5) hours per day. However, if the employee voluntarily chooses to reduce hours to below five (5) per day, benefits shall be lost.
4. Cobra will be strictly adhered to (Federal Law).
5. The Board shall provide a vision plan to members of the bargaining unit who are eligible for hospitalization under this Agreement. The vision plan shall be the same as the vision plan negotiated by the Bellwood-Antis Education Association.

D. Bereavement

1. For death in the immediate family, a maximum of three (3) days leave with pay for those work days within the five (5) calendar days immediately following the date of death shall be provided for all employees, if still physically, mentally, or emotionally unable to perform his/her duties, he/she shall be entitled to take whatever sick leave time he/she has available. Immediate family shall be defined as parent, parent-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, child, step-child, grandchild, spouse, near relative who resides in the same household as the employee, or any person with whom the employee has made his home.
2. For death of a near relative, one (1) day of leave with pay, to attend the funeral or memorial service within 30 days of the day of funeral or for a longer period of time approved by the Superintendent, shall be provided for all employees. Near relative means first cousin, aunt, uncle, niece, nephew, and grandparent. When the distance to a funeral is too great for an employee to return to duty the following day, the granting of an additional day of death leave shall be left to the discretion of the Superintendent of Schools.

E. Mail Facilities and Mailboxes

The Union and employees may use the inter-school mailboxes for distribution of communications, provided the material are neither inflammatory nor derogatory to the Board and bear the signature of an officer of the Union.

F. Use of School Buildings

The Board agrees to permit the Union use of one (1) room in a school building for the purpose of holding meetings, provided such meetings do not interfere with any scheduled activity or work assignments. No Union business shall be conducted during working hours.

G. Retirement Year Salary Increment

Any employee covered by this contract shall be eligible for a salary increment if, after ten (10) or more years of service with the Bellwood-Antis School District, the employee has submitted a letter of resignation no later than May 1 (except in emergency situations) indicating his/her plans to enter into the Public School Employees' Retirement System. If an employee decides to retire during the school year, the employee shall provide the District at least one hundred twenty (120) days advance written notice. The amount of salary increment shall be based upon the number of days of unused accumulated sick leave and shall be paid at the rate of two and one-half ($2^{1/2}$) hours pay for each unused sick day. The employee will have the option to take this payment and pay towards health insurance at retirement in pre-tax dollars, provided the federal tax laws permit the payment in pre-tax dollars. The implementation of this salary increment provision shall comply with the regulations of the Public School Employees' Retirement System and the amount thereof shall be subject to the applicable tax deductions. The amount of increment shall be made on the final check due to the employee. In the event of death of the employee, the deceased's beneficiary will receive the salary increment for all unused sick leave.

H. Grievance Procedure Hearings

When an employee is required to participate in a formal grievance hearing, he/she shall suffer no loss of salary for the time involved.

I. Mileage

The Board will reimburse employees at the rate set by the IRS for use of their own automobiles when performing Board assigned tasks.

J. Jury Duty

Employees who are selected for jury duty shall be granted leave from work with pay, less the amount of payment received for such jury duty, excluding mileage and expenses.

K. Released Time for Meetings

Whenever any representative of the Union or any member of the bargaining unit participates during working hours in any meetings, at the direction of the Board, he/she shall suffer no loss in pay.

L. Order of Business

The secretary of the Board shall furnish a copy of the order of business for each meeting of the board as soon as the same is available.

M. Uniforms for Cooks

The District will provide three (3) smocks per year per employee. In addition, all full-time cafeteria employees shall receive a uniform allowance in the amount of seventy (\$70.00) dollars per year. All part-time cafeteria employees shall receive a uniform allowance in the amount of fifty-five (\$55.00) dollars per year. Receipts shall be turned in no later than September 10th, and payment will be made, in accordance with IRS regulations, no later than September 30th of the same year.

N. Disciplinary Procedure

In any disciplinary or dismissal procedure before the Board, the employee shall receive proper written notice of the charges against him/her and shall be entitled to representation by the Union or by counsel of his/her choice. No employee shall be disciplined or discharged without just cause.

O. Meet and Discuss

A meet and discuss session will be scheduled at a mutually agreeable time when requested by the Union or the Board. The party which requests the meet and discuss session shall submit an agenda with the request. Only those items on the agenda will be discussed, unless mutually agreed otherwise by both parties.

P. Policy Changes

The Union shall be notified of any proposed changes in policy which may affect the wages, hours, and terms and conditions of employment of Union members after the first reading of such proposed changes before the Board.

ARTICLE V - WAGES AND SALARY PROVISIONS

A. Wages

- *All bargaining unit members shall receive the following across the board increases:*
Effective 7/1/19 \$0.40 per hour
Effective 7/1/20 \$0.37 per hour
Effective 7/1/21 \$0.38 per hour
- *The existing pay schedule structure of steps that provides for vertical movement shall be eliminated from the contract.*

The starting rate for the positions outlined herein beginning in 2019-2020 shall remain at their current rates for the balance of the 3 year agreement.

Custodian	\$13.71
Maintenance	\$15.00
Secretaries	\$13.46
Executive Secretaries	\$13.96

B. Overtime

1. All employees working beyond a forty (40) hour week in their regular classified position shall be paid time and one-half for such overtime.
2. All overtime shall be distributed according to seniority and qualifications among all bargaining unit personnel.
3. All employees required to work holidays shall receive time and one-half for each hour worked on said holiday, in addition to their regular holiday pay.
4. Nothing herein shall be interpreted as requiring a duplication or pyramiding of holiday or weekly overtime payments involving the same hours of labor.
5. Vacation and personal days shall count toward the forty (40) hour per week overtime calculation. Holidays will also count toward the forty (40) hour per week overtime calculation, except for the situation where the employee actually works on the holiday, which time shall not count as it is already paid at the overtime rate.

C. Emergency Situation

Whenever an employee is called for an emergency situation, said employee shall receive a minimum of three (3) hours compensation for each occurrence. When an employee, in good faith and without knowledge of the cancellation, reports to work though school has been canceled, he/she shall receive two (2) hours' pay at his/her normal rate. It shall be conclusively presumed that the employee had knowledge of the cancellation of school if said cancellation was announced on any local radio station prior to 6:15 a.m.

D. Extra Activities

1. All employees who perform extra activities work beyond their normal work shift or work routine, or outside their job classification, shall receive the rate of the job assignment for the time worked in connection with such activity, with a minimum of three (3) hours' compensation for each occurrence. The remuneration for extra activities shall be paid at the overtime rate when the individual performing such duties works beyond a forty (40) hour week. Remuneration shall be paid by the club or organization sponsoring the activity and handled by the district. Ticket takers, sellers or gate personnel at athletic events will be paid at a rate to be established by the Board.
 - a. Regular full-time bargaining unit employees shall be given preference for extra activities work in their job classification, provided such preference does not interfere with their regular duties.

- b. Custodial extra activities assignments shall first be assigned in rotation to members of the regular custodial staff. If there is no interest from the regular custodial staff, the administration shall have the prerogative to obtain the most qualified employee available, including substitutes, to fulfill an extra activities request.
2. All cafeteria employees called upon to work banquets which are specifically part of the school curriculum beyond their normal work shift or work routine, shall receive their own rate of pay per hour per banquet. The remuneration for extra banquets shall be paid by the club or organization sponsoring the extra activity and handled by the district.
3. In each classification regular employees desiring extra activities assignments shall sign a roster at the beginning of each school year to indicate their interest in participating. Assignment for extra activities shall be done on a rotating basis among the regular employees in each job classification. Any employee who refuses his turn on the rotational list will forfeit his turn until the next rotation.
4. A roster will be posted with the rotation schedule for the year. The roster shall indicate a refusal or acceptance of each employee throughout the rotation. The employee shall be given at least one (1) weeks' notice of an activity when possible. Any employee who refuses his turn on the rotation list will forfeit his turn until the next rotation. After the second (2nd) refusal, the employee shall be dropped from the rotation until the next year. If the employer does not have a sufficient number of employees to cover an extra activity assignment, then the employer shall assign the extra activity by seniority beginning with the least senior employee and ending with the most senior employee.
 - a. The Employer, as part of its inherent managerial prerogative, reserves the right to assign employees in the bargaining unit to extra work outside of their normal job classification, when the employer deems it expedient to do so.
 - b. In connection therewith, it is acknowledged that certain duties performed by the maintenance employee are also performed by custodial employees at the higher rate. Accordingly, only out-of-classification work performed in the following areas of endeavor shall be eligible for pay based upon the maintenance employee rates: 1) Vehicle maintenance, 2) Electrical work, 3) Plumbing and heating, 4) Welding, 5) Carpentry.
5. Some school organizations will not need custodial services for regular meetings. Students will be responsible for cleanup.
6. All organizations scheduling banquets shall be charged a \$15.00 custodial fee, except when the banquet is assigned as extra activity work. This fee will be divided equally among those individuals working the banquet.

E. Extra Second Shift Substitute Work

Any Employee interested in extra second shift substitute work who does not normally work seven and one-half or eight hours per day is eligible under the following conditions:

1. In each classification regular employees desiring extra substitute assignments shall sign a roster at the beginning of each school year to indicate their interest in participating. Assignments for extra substitute work shall be done on a rotating basis among the regular employees in each job classification. Any employee who refuses his turn on the rotational list will forfeit his turn until the next rotation.

A minimum of two employees must be available to share the eight (8) hour shift.

F. In-Service for Cafeteria Workers

BASD may use scheduled in-service days to conduct training of cafeteria workers. The decision of whether or not to hold such training on a schedule in-service day and the subject of such training shall be at the sole discretion of BASD. In the event BASD elects to hold such training, BASD shall notify the cafeteria workers at least one week prior to the scheduled training.

ARTICLE VI - VACATION SCHEDULE

- A. All regular full-time custodians and maintenance personnel and all twelve-month secretaries shall receive vacation as follows:

After one (1) year of service	5 days
After two (2) years of service	10 days
After seven (7) years of service	15 days
After sixteen (16) years of service	20 days

- B. All ten-month secretaries shall receive vacation as follows:

After one (1) year of service	4 days
After two (2) years of service	5 days
After seven (7) years of service	10 days
After sixteen (16) years of service	15 days

- C. All employees shall have preference for available vacation periods according to length of service. An employee's request for vacation must be submitted no later than two (2) weeks prior to the planned vacation request. The employee with the longest period of service shall have first choice. The period during which vacations may be taken shall be subject to the approval of the administration. Once a vacation has been approved, the vacation is locked in and cannot be bumped by a more senior employee. Any and all provisions regarding vacation shall only apply to twelve (12) month employees.

- D. Unused vacation days shall not accumulate from one year to the next. Upon termination of employment with the district, all unused earned vacation time shall be paid to the employee at the employee's regular rate of pay pro-rated to the number of months worked in the year the termination of employment occurs.
- E. Years of service for purposes of vacation and other benefits shall be computed beginning with the date the employee becomes eligible for said benefits with the exception of present employees who were hired prior to June 30, 1988.

ARTICLE VII - HOLIDAYS

- A. The members of the bargaining unit will be granted holiday pay for legal holidays as stated in Article VII (B). To receive holiday pay the employee must work or be in a paid leave status (sick leave, union paid, and/or vacation day except when school is in session) the last scheduled workday before and the first scheduled workday after the holiday. However, this section shall not be construed to permit employees not performing summer work at or about the time of the holiday to claim holiday pay for summer holidays by virtue of working the last scheduled work day during their regular work year before the holiday and the first scheduled work day of their regular work year after the holiday.
- B. Legal holidays shall be as follows: New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day (July 4th), Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, Christmas, and either the Day after Thanksgiving or the First Day of Buck Season. Employees must elect this holiday by October 1 of each year, and no more than fifty (50%) percent of the work force can be off on the Day After Thanksgiving. Only twelve (12) month employees shall receive Christmas Eve as a holiday. In the event of any disputes over the holidays, seniority will govern.
- C. When anyone of the above holidays falls on a Saturday or Sunday, the employee shall be granted either Friday or Monday as the holiday. When any holiday falls on a relief day, the employee shall receive another day off or a day's pay at the option of the employer.

ARTICLE VII - SICK LEAVE

- A. All regular twelve-month employees covered by this Agreement shall be eligible for ten (10) sick leave days per year at the regular rate of pay. All regular ten month employees covered by this Agreement shall be eligible for eight (8) sick leave days per year at the regular rate of pay. All regular nine-month employees covered by this Agreement shall be eligible for seven (7) sick leave days per year at the regular rate of pay.
- B. There shall be no limit on accumulation of sick leave.
- C. Each employee shall be notified at the beginning of each fiscal year as to the number of accumulated sick days in his/her account.

- D. A maximum of five (5) sick leave days per year may be used for family illness.
- E. If no sick days are used during the course of the year, an employee who regularly works five (5) or more hours per day shall receive a bonus of two hundred-fifty dollars (\$250.00), and if one sick day is used during the course of the year for such employees, they will receive one hundred twenty-five (\$125.00) dollars. If no sick days are used during the course of the year, an employee who regularly works less than five (5) hours per day shall receive a bonus of one hundred-fifty dollars (\$150.00), and if such an employee uses one sick day in a year, they will receive seventy-five (\$75.00) dollars.

F. Sick Leave Bank

A sick leave bank shall be established to which employees may contribute days of personal sick leave. Such sick leave bank shall be administered by the Sick Leave Bank Committee which shall establish and furnish to the employer and sick leave bank members a copy of the rules and regulations governing the same. The Sick Leave Bank Committee shall certify to the employer the contributors thereto and the employer agrees to honor withdrawals therefrom upon proper certification by the Sick Leave Bank Committee. The Sick Leave Bank Committee shall consist of members of SEIU Local 32BJ.

Purpose – This sick leave bank is instituted for the protection of members of the bargaining unit and is intended to be beneficial to the Board as well as to its employees in the unit. The Sick Leave Bank is intended to provide additional benefits for members suffering from catastrophic injury or illness, excluding self-inflicted injuries. In order for an employee to be eligible for the Sick Leave Bank benefits, the employee must be an inpatient in a hospital, confined to a health care facility, or be confined to a residence.

The purpose of the Sick Leave Bank is to provide a means so that an employee is able to have the time needed to recover from his/her illness and return to work, and not as a means to get to retirement. The Sick Leave Bank is not intended to provide benefits for those with chronic illness.

1. Membership

- a. The sick leave bank is voluntary for all full-time and part-time professional employees as recognized in the collective bargaining agreement between SEIU 32BJ and the Bellwood-Antis School District and only participating members may benefit from the program.
- b. Each participating members will donate one (1) of his/her sick days each year for a minimum of three (3) years, in order that he/she may become a member of the bank. A member may also donate three (3) sick days at the beginning of the school year, by the end of September, in order to participate. New members must wait one year from the date of their last donated day to be eligible to withdraw from the sick bank.

2. Method of Administration

- a. All accumulated sick leave must have been used before an individual is eligible for any sick leave bank days.
- b. The incapacity, accident, or illness must be of a nature that it is unavoidable during the school year.
- c. Each case, in regard to eligibility, duration of time, and return to service will be handled on an individual basis.
- d. A doctor's written prognosis and signature must accompany any request for more than five (5) days use of the sick leave bank.
- e. The bank may not be used for cases of pregnancy nor while on maternity leave.
- f. While using days from the sick leave bank, individuals are required by contract to submit each week a statement that he/she is not otherwise gainfully employed.
- g. Written Request- Any contributing participant eligible to apply for withdrawal of days from the sick leave bank shall submit a written request for such withdrawal to the members of the Sick Leave Committee on the form provided for that purpose. The request shall be presented to the Sick Leave Committee for approval.
- h. Approval – Approval of a request for a withdrawal of days from the sick leave bank will be granted upon affirmative vote by the majority of the members of the Committee. The Committee, upon a majority vote, may require the opinion of a physician of its choosing in cases of frequent requests from the same individual.
- i. Exceptional Cases (Workers' Compensation) – Any accident not covered by workers' compensation will be treated in the same manner as other illnesses regarding withdrawals from the sick leave bank. Absences covered by workers' compensation will continue to be treated according to the past practice of the District.
- j. Days donated to the sick leave bank shall not be counted as sick days used in reference to incentive for perfect attendance.
- k. An eligible participant may withdraw from the program at any time by written notification to the Committee or to the SEIU Local 32BJ President. Days previously donated may not be withdrawn from the bank.

- l. Before days will be granted, all other avenues, including medical sabbaticals will be utilized.
- m. Limitations of Usage – There shall be a limit of sixty (60) days maximum benefits for an eligible member during the school year.
- n. Every fifteen (15) school days, a doctor’s written excuse stating continued need of time off is required.
- o. If the need arises due to the fact that the sick leave bank has run out of days, each member will be required to donate an additional day to the sick leave bank within the next twelve (12) months to remain in good standing and to remain eligible to withdraw from the bank.
- p. Employees may donate additional days to the Bank at their discretion.

3. Board Indemnification

- a. SEIU Local 32BJ shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other form of liability that shall arise out of or by reason of action taken or not taken by the Board for purposes of complying with any provision of this Section, or in reliance of any list, notice, or assignment furnished under any such provisions.

ARTICLE IX - WORKING CONDITIONS

- A. Seniority is defined as preference in employment based first on the length of continuous service with the district; and second, on the qualifications and ability of the employee to perform the work involved.

1. **Seniority Subdivisions**

- a. Seniority among the employees in the bargaining unit shall be subdivided with each division of seniority to be used for separate purposes as follows:
 - 1) Classification Seniority: Seniority preference for promotional purposes (bidding, vacancies, and new positions), shift preference, lay-off, and recall shall be limited to the employee's job classification.
 - 2) District-Wide Seniority: Shall be used as a determinant of vacation eligibility for all employees employed with the district as of June 30, 1988 (grandfather clause).

2. **Job Vacancies and Transfers**

NOTE: Cafeteria positions moving forward (vacancies created by resignation, retirement, etc. or creation of new position) will be employed by the District's food service provider.

- a. In matters affecting promotion, transfer, and demotion of employees, seniority shall govern subject to qualifications as determined by the employer.
- b. In keeping with the above, each employee is entitled to a quarterly review of any evaluation of his/her job performance by making a request to the immediate supervisor.
- c. Qualified present employees shall have preference in filling job vacancies before outside employees may be hired, subject to the aforesaid criteria.
- d. All vacancies and/or new positions shall be posted in each school building at least two weeks prior to filling the position so that all qualified personnel may have the opportunity to bid in cases only of vacancy created by resignation or retirement or by the creation of a new position. It is understood that this shall not apply to situations when an employee is on sick leave or leave of absence or similar leave where no vacancy is created. A complete description of each vacancy or new position will be given when posted and shall indicate the date when the position will be filled. The position shall be filled with the most senior qualified employee in the classification who applies. The qualification for this position will be determined by the Board. If no employee in the classification where the vacancy exists applies, application from employees in other classifications within the bargaining unit will be accepted and the vacancy filled with the most senior qualified member. Once the vacancy or position is filled, the bumping process shall continue until all jobs are filled in the same classification as the employee who fills the original vacancy.
- e. Employees filling positions outside their respective job classification will maintain their seniority position in their former classification for a period of two years; thereafter, classification seniority shall continue to accumulate only in the new classification. Nothing herein shall affect the continued accumulation of district-wide seniority.
- f. Applications for the posted vacancies shall be in writing and personally signed.
- g. In the event a posted job is not satisfactorily filled after trying the applicant for a reasonable period not to exceed thirty (30) calendar days, the next eligible employee in the original bidding shall be considered for the position.
- h. Whenever a job vacancy occurs due to leave of absence, extended illness, or any other cause whereby the absent employee maintains his/her seniority, the vacancy will be filled by the employer in any manner deemed suitable. The job will not be

posted and, if filled by an existing employee, he/she will continue to accrue seniority on his/her regular job.

- i. For all regular vacancies and/or new positions that result during the summer months, proper notification shall be given in writing to the president of the Union in addition to the normal posting procedure.

3. **Lay-off or Furlough**

- a. Lay-offs due to force reductions shall be by seniority in the respective classifications, the lowest seniority being the first laid off. In the event of equal length of service, qualifications shall control as hereinbefore set forth. Employees shall be called back in reverse seniority with the highest seniority in that classification being recalled first. After two years of furlough status, an employee's employment will be considered terminated.

B. **Miscellaneous**

1. Summer work - Present employees will be given preference for any summer work, including maintaining the football field, except for persons made available to the district through State and Federal programs either fully or partially funded provided, however, that said summer work does not interfere with the employee's regular job.
 - a. Time spent doing extra summer work shall have no bearing on vacation time, sick leave, or any other benefits under this Agreement.
 - b. Work contracted to outside firms shall be beyond the provisions of this Agreement.
2. Substitutes - If the employer provides substitute employees to fill positions of persons covered by this Agreement who are absent from their jobs, the district shall first contact members of the respective units, doing the same or similar jobs, including those on lay-off, if any, whose existing employment is not in conflict with or will not be affected by the substitute position. If the employer is unable to fill the position with a substitute in this manner, then persons outside the bargaining unit may be used, provided, however, that the decision as to whether or not to utilize the substitute in the first instance shall remain the exclusive prerogative of the employer.
3. Use of Facilities - SEIU Local 32 BJ, shall have the privilege of using typing and duplicating facilities before or after the normal work day provided that the said use does not interfere with the instructional programs and such equipment shall remain in its normal place and provided further that the Union shall pay for the cost of any materials used. There will be no Union work done on school time.

4. If any employee in the bargaining unit is requested by the Board to take any course, seminar, or schooling not required to obtain his job initially, the School District will pay the tuition, if any, for such schooling and the regular hourly pay rate of the employee during the time spent in actual schooling if such schooling occurs during normal work hours. This shall not apply to an employee who is hired and must thereafter take such schooling to make himself eligible for the job initially.
5. Under this Agreement, Supervisors will be considered working supervisors and, as such, may supervise and assist with the completion of a work project.
6. An employee shall have the right to inspect and obtain copies of all of his/her evaluations and files within the School District and maintained in the District Office, and submit for inclusion in the file written information in response to any such material.

C. Rest Periods.

Bargaining unit members whose work shift is regularly scheduled to work 6.5 hours but less than 8 hours in the work day shall receive a fifteen 15 minute paid break. Bargaining unit members whose work shift is regularly scheduled to work eight (8) hours or more in the work day, shall receive two (2) fifteen (15) minute rest periods. The break shall be subject to the approval of the immediate supervisor, subject to the operating needs of the employer.

D. Subcontracting

Employer may subcontract work so long as it does not cause a layoff of bargaining unit members.

ARTICLE X - LEAVES OF ABSENCE

A. A regular employee who is unable to perform his/her assigned task because of medically verified personal illness or injury and who has exhausted his/her sick leave, may be granted, after written request and Board approval, a leave without pay, not to exceed six (6) months duration. Such leave may be renewed by the Board after written request.

B. Child-bearing/Child-rearing Leave of Absence

1 Child-bearing and child-rearing leaves of absence, without pay, will be granted to employees, subject to the following conditions:

a. Child-bearing Leave

1) Child-bearing leave will commence and terminate on dates that are determined jointly by the employee and the employee's physician. A written notice, stipulating such dates, must be submitted to the Board at least thirty (30) calendar days prior to the commencement of the leave.

- 2) An employee on child-bearing leave will be granted one extension of the leave upon submitting to the Board a written request stipulating the date on which the extended leave will terminate. This request shall be submitted no later than fifteen (15) calendar days prior to the expiration of the current leave.
- 3) An additional extension, not to exceed six (6) months, will be granted when requested in writing by the employee and recommended by the employee's physician.
- 4) The combined length of the child-bearing leave and extensions shall not exceed one calendar year.
- 5) At the conclusion of the unpaid leave the Board will return the employee to the position held prior to the leave, if the position exists. If the position does not exist, the Board will offer the employee any other available position for which she is eligible until such time that she can be offered the position held before or one substantially similar to it.

b. Child-rearing Leave

- 1) Child-rearing leave is applicable in those instances when an employee desires an unpaid leave of absence for the purpose of rearing a child in that period immediately following child-birth or in that period immediately following the legal adoption of a child. A written request stipulating the dates on which the child-rearing leave will begin and terminate must be submitted to the Board by the employee at least fifteen (15) days prior to the start of such leave. This requirement may be waived by the Board due to extenuating circumstances, e.g., sudden notification by an adoption agency.
- 2) An employee on child-rearing leave will be granted one extension of such leave upon submitting to the Board a written request, stipulating the date on which such extension will terminate. This request shall be submitted to the Board no later than fifteen (15) calendar days prior to the expiration of the current leave.
- 3) The combined initial and extended child-rearing leave shall not exceed one calendar year.
- 4) At the conclusion of the unpaid leave the Board will return the employee to the position held prior to the leave, if the position exists. If the position does not exist, the Board will offer the employee any other available position for which the employee is eligible until such time that the employee can be offered the position held before or one substantially similar to it.

- 5) An employee may request a child-rearing leave for reasons other than those specified in Paragraph "1)" above. Such requests are subject to the discretion of the Board, and, if granted, will be subject to the provisions set forth in the preceding paragraphs of this Section.
 2. An employee who has been granted a child-bearing leave may request an extension of such leave for the purpose of child-rearing. Such a request for unpaid leave shall be governed by the provisions set forth in Paragraphs "2), 4), and 5)" of Section " 1.a. Child-bearing Leave", above.
 3. An employee may request additional unpaid leave in accordance with the Pennsylvania Public School Code of 1949, as amended.
 4. If an employee wishes to continue their insurance coverage, arrangements must be made to make the monthly payments.
- C. Any time absent from work beyond the Family and Medical Leave Act entitlement of twelve (12) weeks in a school year shall not count toward accrual of sick leave and vacation for the succeeding school year, and the employee shall not be entitled to a sick leave bonus for that year.

ARTICLE XI- PAYROLL PROCEDURES

- A. The Board agrees to meet and discuss with the Union any proposed change in payroll procedures prior to instituting them. The Board reserves the right, however, to institute such changes in payroll procedures as they deem in the best interest of the Bellwood-Antis School District.
- B. All employees shall be paid via direct deposit. A statement will be provided with each paycheck issued to an employee which clearly indicates the gross amount paid for regular hours worked, overtime hours, holiday pay or other special reimbursement, and shall indicate clearly the deductions made.
- C. The Board agrees to deduct payments to the Altoona Area Employees' Federal Credit Union from the salaries and wages of employees who are members of the union and who execute an authorization for such deduction and shall transmit the monies thus deducted promptly to the credit union.

ARTICLE XII - DEDUCTION OF DUES

- A. The School District agrees to deduct Union dues from the salaries and wages of employees who are members of the Union and who execute an authorization for the check-off of Union dues in the sum to be fixed by the Union and shall transmit the monies thus deducted promptly to the Union. The dues shall be deducted as frequently

as is practicable with the existing bookkeeping machinery of the School District. The Union will certify to the Business Manager in writing, its current rate of membership dues and shall further notify the Business Manager at least thirty (30) days in advance of the effective date of any changes in Union dues. The School District will notify the Union of any employees who terminate their employment with the District. The Board will accept only those notifications which are in accordance with Act 195.

The Employer shall maintain accurate employee information including probationary status, regular union dues, and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH unless the Union and District agree that dues be remitted by means other than electronic transmittals. The Union shall provide to the Employer a monthly invoice setting forth the payments due under this provision. Upon receipt of the monthly invoice from the Union, the Employer agrees to promptly transmit payment to the Union for same. The Union shall provide the Employer with all required information and any assistance to accomplish ACH of the monthly payment and related verifying reports, at no cost to the Employer, as required under this provision. Annually, the Employer shall provide the Union with a report 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 agrees to provide the Employer with the completed 32BJ SEIU Application for Membership and Payroll Deduction Authorization form for verification of this information for any new employees within 30 days of completion of the forms. The Union shall assist the employer, as the need arises, to facilitate electronic transmissions. On a yearly basis, the Union shall confirm the accuracy of the Employer's information in writing, to include regular union dues, etc. The Union agrees to hold the School District harmless from any claims, disputes, and/or litigation which may arise regarding the School District's participation in deducting such fee vis-a-vis this section. This language will be prospectively applied.

ARTICLE XIII - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is an allegation by an employee, a group of employees, or by the Union that there has been a violation, misinterpretation, or misapplication of a term or terms of this Agreement.
2. Grievant - The person or persons making the complaint.
3. Class Grievance - A grievance which involves two or more employees.
4. Days - The term "days" when used in the grievance procedure shall mean working days.

5. Representative - A person or agent designated to represent either party in the grievance procedure. For the Union, this means a representative of the SEIU Local 32 BJ and/or legal counsel.

B. General Procedure

1. Any grievance must be filed within five (5) working days after the occurrence, or within five (5) working days after the grievant became aware, or with the exercise of reasonable diligence should have become aware of the occurrence which is the basis of the grievance. In any case, however, the grievance must be filed within twenty (20) working days after the occurrence.
2. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process.
3. The failure of a grievant to proceed to the next level of the grievance procedure within the time limits set forth shall render the grievance dropped.
4. Failure at any level to issue a decision within the specified time limits shall render the grievance settled in favor of the grievant.
5. The parties may modify by mutual agreement the time periods herein provided.
6. Nothing herein contained will be construed as limiting the rights of any employee having a grievance to discuss the matter informally with appropriate members of the administration, and have the grievance adjusted without the intervention of any employee organization, provided that the adjustment is not inconsistent with the terms of this contract.
7. All grievances shall be initiated on a form agreed upon by the parties.

C. Initiation and Processing of Grievance

1. Level One - The grievant shall first discuss the grievance informally with his immediate supervisor either alone or accompanied by a Union representative or steward with the objective of informal resolution of the grievance. The immediate supervisor shall render his decision within three (3) working days.
2. Level Two - In the event the grievant is not satisfied with the decision at Level One, he/she shall file, in writing within three (3) working days, and state specifically the nature of the grievance and provision or provisions of the contract allegedly violated to the Business Manager. Within five (5) working days of receipt of the grievance, the Business Manager shall render his/her decision in writing.

3. Level Three - If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may appeal within five (5) working days an adverse decision to the Superintendent of Schools. The grievance shall state in writing the disposition at Level Two. Within ten (10) working days of the receipt of the written grievance, the Superintendent of Schools will hold a meeting and shall render his decision on the grievance within ten (10) working days after the meeting.
4. Level Four - Within ten (10) working days of the decision of the Superintendent, the grievant may request arbitration of the grievance by filing notice with the Superintendent.

The parties of this Agreement shall request a list of arbitrators from the American Arbitration Association (*AAA*). Within five (5) working days of receipt of such list, an arbitrator shall be selected by striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a new list shall be requested and the process repeated.

The arbitrator shall have no power to add to, subtract from, or alter the language of the Agreement. He/she shall have no power to make an award inconsistent with law. He/she shall rule on the interpretation of the clause of the Agreement.

The arbitrator's decision shall be binding on all parties, except that if the decision requires legislative action. Such decision shall be effective only if such legislation is enacted.

The costs of the services of the arbitrator shall be shared equally by the parties to this Agreement.

A court reporter may be used at either party's option. In such instance, the party requesting the reporter will furnish a copy of the transcript to the other party at cost.

D. General Provisions

1. No prejudice will attend any party to this Agreement by reason of participation in the grievance procedure.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives.
3. When a grievant is required to participate in a formal hearing, he/she shall suffer no loss of wages for the time involved.
4. At all stages of the grievance procedure, the grievant shall be entitled to be represented, either by counsel and/or a representative of the bargaining unit or the

Union with which the bargaining unit is affiliated. No additional evidence shall be presented or admitted after Level II of the grievance.

ARTICLE XIV

- A. The Agreement shall continue in full force and effect from year to year unless written notice is given on or before December 1 of the concluding contract year of the Agreement requesting that the Agreement or section(s) thereof be renegotiated and listing the Proposals to be negotiated.
- B. Upon written request by either party on or before December 1, 2021 for a meeting to open negotiations on a successor Agreement, a mutually acceptable meeting place and date shall be set, no later than January 10, 2022 for the initial meeting and exchange of proposals.
- C. Designated representatives of the Board and designated representatives of the Union shall meet for the purpose of negotiating a mutual Agreement on wages, hours and other terms and conditions of employment.
- D. Except as specifically abridged or modified by this Agreement, or by law, management retains all pre-existing rights, powers, and authority to direct and control the School District unless restricted by law.
- E. This Agreement represents the entire Agreement of the parties and the parties agree that all items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any items, whether contained herein or not, except by mutual agreement, or as otherwise provided herein.
- F. There shall be no strikes, work stoppages, slowdowns, or any other concerted effort, which shall interfere with the normal operation of any school during the term of this Agreement, nor shall there be any lockout so long as this paragraph is complied with.
- G. If any provision of this Agreement is held to be contrary to law by an agent, agency or court of competent jurisdiction, such provision shall be deemed as not valid and not subsisting except to the extent permitted by law, and all other provisions shall continue in full force and effect.

ARTICLE XV

Discrimination Clause - The Board and the Union agree not to discriminate against any employee on the basis of race, color, creed, sex, age, non-job related handicap, nationality, or union membership. Employees shall proceed through the grievance and arbitration procedure as outlined in this Agreement for any violation of this particular Article. Nothing in this Agreement shall be construed as a denial of the employee's right to file a claim with the Equal Opportunity Commission or the Pennsylvania Human Relations Commission.

ARTICLE XVI

The District and the Union agree to follow the provisions of the Family and Medical Leave Act.

ARTICLE XVII- DRUG AND ALCOHOL TESTING

The Union agrees that the District may enforce a Drug and Alcohol Policy for all Union personnel pursuant to its Board Policy with the following exceptions:

1. Support staff will be subject to random drug/alcohol testing.
2. Union personnel will be subject to post-accident drug/alcohol testing. However, the District may formulate reasonable suspicion based upon circumstances surrounding an accident.
3. Employees do not need to be performing safety-sensitive functions to be subject to the Policy; mere reporting to work or engaging in work activities on or off District premises will bring employees under the guise of the Policy.
4. References to "driving" will be construed to apply to employees performing work duties on or off school district property.

ARTICLE XVIII UNION REPRESENTATION

- A. The Employer shall provide space for the Union to meet with bargaining unit members at the work site.
- B. A bulletin board shall be furnished by the Employer exclusively for Union literature. The Employer shall determine the location for the Union bulletin board.
- C. Upon the union's request, the Employer shall furnish the Union with a list of the name, home address, email address, home and cell phone number, date of hire, job assignment and shift of each bargaining unit member covered by this Agreement.
- D. The Union shall have the opportunity to meet with each newly hired employee at a designated time during non-work hours in order to provide the employee with the Collective Bargaining Agreement, to effectuate the signing of applicable documents and to explain the terms and conditions of employment provided by the Agreement.

APPENDIX

- A. Under this Agreement lunch period shall not be considered as time worked. Employees will be paid under this schedule in accordance with the proper hours set forth on their time cards. Present cafeteria employees who were employed on or before May 4, 1988, now classified as a six or seven hour worker during the 1987-88 school year shall

continue to receive a thirty (30) minute paid lunch period until retirement or until such time as these individuals are no longer classified as a six or seven hour worker.

- B. A shift differential of thirty (\$.30) cents per hour will be paid to custodial employees working the second or third shift in addition to the hourly rates set forth above.
- C. Substitute pay rates shall be set by the Board.
- D. Bargaining unit employees substituting in higher classifications shall receive the rate due that classification within fifteen (15) days of filling such classification.
- E. When a second or third shift employee is pulled to work first or second shift, they will receive their current position rate.

ADDENDUM

The Board will provide equal coverage to members of the SEIU Local 32 BJ working five (5) hours or more if a dental plan is negotiated by the BAEA. Employees hired after July 1, 1998 will be provided said coverage upon working seven (7) or more hours per day.

The Board will provide equal opportunity to members of the SEIU Local 32 BJ working five (5) hours or more to participate in a flex plan for benefits if negotiated by the BAEA. Employees hired after July 1, 1998 will be provided an opportunity to participate in said benefit upon working seven (7) or more hours per day.

If a Union member is an officer, the member shall be permitted to adjust his work schedule to attend regular monthly meetings of the Union, negotiation meetings, grievance meetings, and other agreed upon Union business.

Any members who exhaust all their days (vacation, sick, personal) cannot use earned days for the next year, or have days off without pay unless an emergency would occur, then it must be approved by Superintendent. Days without pay have to be approved before the day is taken.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of

May 2019.

Bellwood-Antis School Board

SEIU Local 32 BJ

By: Robert W. Fisher
President

By: [Signature]