

AGREEMENT BY AND BETWEEN
GATEWAY BOARD OF SCHOOL DIRECTORS

AND

TEAMSTERS UNION LOCAL NO. 205

Effective

July 1, 2019 TO JUNE 30, 2024

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ARTICLE I - RECOGNITION

1.1 Representation

The employer recognizes the union as the sole and exclusive representative of all of its employees in that unit certified by the Pennsylvania Labor Relations Board in Case No. PERAR-82-196-W for all full-time and regular part-time non-professional employees and substitute custodial employees, including but not limited to custodial employees, food service employees, teacher aides, maintenance employees and secretarial/clerical employees; and, excluding professional employees, management level employees, supervisors, confidential employees, and guards, as defined in the Act.

1.2 Definition

Full-time employees are those employees who are regularly scheduled to work five (5) or more hours per day per week.

Part-time employees are those employees who are regularly scheduled to work less than five (5) hours per day per week.

Persons who are employed on a seasonal, temporary, or irregular basis are not defined as full-time or part-time employees; however, these persons will not perform bargaining unit work if any regular bargaining unit employees are on layoff.

The District shall have the right to call substitute employees for custodial work.

ARTICLE II - UNION SECURITY

2.1 Dues Check-Off

The employer agrees to deduct monthly union dues, and/or uniform assessments of the Union from the first pay each month of any employee from who written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

2.2 Indemnity

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

ARTICLE III - MANAGEMENT RIGHTS

3.1 Employer Rights

The employer has the exclusive right and power to manage, control and conduct its business, to plan and direct the work forces, including the right to hire, suspend, discharge, promote, demote, schedule and make rules relating to operation as it deems advisable, subject, however, to other provisions of this agreement.

3.2 Negotiations

This Agreement represents the full and complete understanding between the parties and is the product of collectively bargained negotiations, and all parties were able to present all appropriate matters during the course of such bargaining.

ARTICLE IV - SENIORITY

4.1 Permanent Status

To obtain permanent status, an employee must be placed on the permanent roster. Such placement shall occur immediately upon the completion of ninety (90) days of work unless the person was absent because of reasons which are acceptable to the management. Permanent status begins on the employee's ninety-first (91st) day of employment.

4.2 Seniority Date

Upon receiving permanent roster status, an employee shall be assigned a seniority date. The employee's seniority date shall be his or her 91st work day. When transferring into another department the seniority date will be his or her first day of work in that seniority department. The seniority departments are set forth in Section 4.6 below. The District will maintain separate seniority rosters within each seniority department (or classification for Aides) for the following categories of employees: Full-Time Regular, Part-Time Regular. In all cases, the seniority of a full-time regular employee will be superior to that of a part-time regular employee. When moving from one category to another (e.g. part-time regular to full-time regular), the employee's seniority date shall be the date the bidding period closes. In the case of an employee returning to a category they previously held, however, the employee will retain the seniority date they previously held in that category unless the employee is returning to a higher category and they had previously left that category voluntarily or the employee is voluntarily returning to a lower category. In these events, the employee does not retain his or her prior seniority date, but receives a new seniority date as of the date he or she returns to the category. In the event two (2) or more new employees have the same date of initial appointment, their seniority status shall be determined by drawing lots. The lower number shall be the most senior.

** Effective July, of the 2020-2021 school year, a new full-time Paraprofessional seniority list will be drafted based on the current seniority date. Should any union employee or bargaining unit member have the same seniority date, they will draw lots. That will then become their permanent seniority date. A day will be scheduled and announced in advance for posting of building positions which shall be awarded by seniority.

4.3 Seniority Breaks

A. Seniority shall be broken and employment will be terminated by:

1. Quit
2. Discharge
3. Failure to respond within five (5) days to a request to return to a position after layoff. (Notice shall be by certified mail to the employee and the Union, and shall be completed upon mailing to the last address provided by the employee.) An employee who has timely responded to a request to return will be given two (2) weeks from the date of sending the certified letter to return to active service. Employees are required to provide the Personnel Office with new or changed addresses.
4. Retirement.
5. Extended illness - the sooner of twenty-four (24) months or the receipt of any disability benefits by the employee, including Social Security.
6. Frequent failure to report for work following a notice of intent to the employee. (This provision does not prohibit the Board from disciplining any employee for lesser infractions.)
7. Layoff which continues for a period of two (2) years. Working as a substitute shall not be considered to be a return to permanent employment.

B. Position Postings and Long Term Absences

If an employee is on Workers Compensation for a period in excess of two (2) years, that employee's position shall be bid and awarded as a permanent vacancy. In the event the employee returns from Workers Compensation, she/he shall be assigned to the least senior position in the seniority department. Full-time employees shall be assigned to the least senior full-time or part-time position, providing they are more senior. Part-time employees shall be assigned to the least senior part-time position, providing they are more senior.

4.4 Hiring New Employees - Probationary Status

All new hires employed to fill permanent vacancies shall be considered probationary employees for a period of ninety (90) work days from the beginning of their employment during which time they shall have no seniority and no rights to holiday pay, insurance benefits, (other than hospitalization), bereavement pay, or jury pay, but they shall otherwise enjoy and be bound by all of the other provisions of this Agreement. A new hire may be summarily dismissed within said ninety (90) day period from the date of hire at the sole discretion of the District without cause and recourse to the grievance and arbitration procedure. If an employee is retained beyond the ninety (90) day probationary period from the beginning of his/her employment, he/she shall immediately thereafter be classified as a permanent employee and his/her seniority shall commence on the 91st work day.

4.5 Transfer Dates

When an employee is awarded an advertised job and transfer is necessary, the supervisor shall decide the date of transfer from one job to another so that all positions will be adequately filled. This transfer shall occur within ten (10) working days of the successful bid. Any person not so transferred within ten (10) working days (unless held for training purposes) shall be paid at one and one-half (1-1/2) times the present rate until transferred.

4.6 Seniority Departments

Seniority under this Agreement shall be by department or, in the case of Aides, by job classifications within that department. The following are the departments for seniority purposes:

1. Maintenance
2. Custodial
3. Food Service
4. Clerical/Secretarial
5. Aides -Job Classifications include:
 - a. Lunch Room Aides
 - b. Personal Care Aides
6. Paraprofessional

The various classifications and occupations contained in each department are set forth in Appendices A-E. For the Aides, seniority shall be by job classifications within that department. Seniority does not transfer between departments (or in the case of Aides, between job classifications) for bidding purposes. However, it will continue for purposes of benefits eligibility.

4.7 Promotions

A. Definition

Promotion is a movement from a lower paying job classification to a higher paying job classification within a seniority department, any increase in hours per shift, in hours worked in the same classification, or an increase of at least ten (10) days per year in days worked in the same classification. Seniority departments are as defined in 4.6.

B. Notice of Vacancy

When the District determines to fill a permanent vacancy, it shall post notice of that vacancy by email to all members. A courtesy copy will be posted by time clocks.

The notice shall be dated and any employee desiring to be considered for the promotion shall submit a bid into the Human Resources office. Such bids must be

made within five (5) calendar days of the posting date and received by the District by 4:00 p.m. on the final day of posting. No bid may be withdrawn after the 4:00 p.m. deadline. The District will accept proxy bids by stewards in the event of a regular employee's absence upon presentation of written authorization.

C. Promotion Award

1. The District shall award the promotion to the most senior qualified applicant within the seniority department (or classification in the case of Aides). Qualifications for this purpose are defined as the qualifications set forth on the vacancy posting.
2. In all seniority departments and classifications, once an employee is awarded a position whether full-time or part-time, the employee must fill that position and cannot hold any other position within the District.
3. An employee on an approved leave of absence, including Workers' Compensation, may bid upon any vacancy. If the employee is awarded the bid and is unable to assume the duties within thirty (30) calendar days, the position will not be re-bid but given to the next senior person from the original posting.

D. Temporary Vacancies

1. When temporary vacancies in excess of thirty (30) work days occur in the custodial, maintenance, or clerical/secretarial areas only, all employees within the seniority department will be eligible to bid for and be awarded such temporary vacancies. However, once a temporary vacancy has been awarded, that employee shall remain in the position so awarded until the original employee in that position returns and shall not be eligible to bid on any other temporary vacancy. At the expiration of the temporary vacancy, permanent employees shall be assigned to the least senior position available in the seniority department. Full-time employees may displace the least senior full-time or part-time employee provided he/she is more senior. Part-time employees may displace the least senior part-time employee provided he/she is more senior.
2. The District shall not be required to post temporary vacancies not in excess of thirty (30) work days.
3. Temporary Vacancies – Food Service Department

When temporary vacancies in excess of forty-five (45) work days occur in the Food Service Department, all food service employees within the building will be eligible to express interest in and be awarded such temporary vacancies based on seniority. If no building employee expresses interest, the temporary vacancy will be posted district wide. Once a temporary vacancy has been awarded, that employee shall remain in the position so awarded until the original employee in that position returns and

shall not be eligible to bid on any other temporary vacancy. At the expiration of the temporary vacancy, permanent employees shall be returned to their previous held position in the District.

4.8 Lateral Transfers

- A. Employees within the same seniority department may transfer laterally in the same job classification. The qualifications for lateral transfer shall be made in the same manner as promotion bids and under the same rules as promotion bids; except that lateral transferees may be awarded only one (1) successful lateral transfer in each fiscal year (July 1 through June 30).

When an employee is “bumped” from their position as described in Section 4.11 and the employee who bumped them is unable to demonstrate their qualifications for the position during the fifteen (15) day period as described in Section 4.11-C and therefore removed from the position by the employer, the employee initially “bumped” from the position shall be afforded the opportunity to return to their original “pre-bumped” position. Such employee shall be provided with three (3) working days from notification of their opportunity to do so to exercise their right to return to their original position. An employee exercising their right to return to their previous position in this instance shall not be considered to have utilized a lateral transfer bid. The opportunity to return to their previous bid position under these circumstances shall only be afforded with respect to the initial fifteen (15) day period.

B. Transfers – Paraprofessionals

All paraprofessionals will remain in the same school and position in which they were employed during the prior year if the same needs exist. Paraprofessionals will be required to remain in the initial hired position or bid position for a period of one (1) year unless mutual agreed upon by both the Union and District. Afterwards, they may bid upon positions as described above but will be transferred to any successful bid position when determined by the District.

4.9 Limitations on Bids and Transfers

The District will post each vacancy as deemed vacated in accordance with the notification of vacancies section of this contract.

4.10 Demotion Reduction in Work Force

- A. In all cases of reduction in work force for custodians, maintenance and clerical/secretarial employees, it is required by the District to give all employees 30 days’ notice of the exact position(s) that is to be eliminated and layoff shall be according to District seniority within each seniority department. 12-month full-time employees shall be given the privilege of bumping first, persons with less seniority within their respective job classification of 12-month full-time employees. The 12-month full-time employee shall secondarily, be allowed to bump 11-month or 10-month full-time employees with less District seniority. In

the event that a 12-month full-time employee has less overall seniority than the least senior 10-month full-time employee, the 12-month full-time employee shall be subject to furlough after being given the option of taking the position of the least senior part-time employee. Part-time employees can only bump other part-time employees within their respective job classification.

- B. In all cases of reduction in work force for food service, or aide employees, or the hours worked in those departments, the most junior employees shall be laid off or reduced. Layoffs will begin first, within the classroom/cafeteria then secondly, the building then thirdly, District-wide. Full-time employees may bump other full-time employees within their respective job classifications first within their classroom, if no other classroom full-time employees then other building full-time employees, if no other building full-time employees then District full-time employees as long as the displaced employee is more senior. The most junior employees in an affected job classification shall be displaced and shall be assigned by the District, in accordance with their seniority, to available jobs within the department or in the case of Aides, to available jobs within the job classification. A displaced employee must be able to demonstrate that he or she possesses the necessary qualifications for the job.
- C. All bumps must be exercised within three (3) working days after the employee is displaced. The bumping employee shall be given fifteen (15) working days to demonstrate that he/she possesses the necessary qualifications to perform the job into which he/she has bumped. If the bumping employee is unable to demonstrate that he then possesses the necessary qualifications, he/she shall be laid off subject to the grievance procedure, or may use his combined full and part-time service to bump any junior employee in the seniority department.

4.11 Recall

Employees shall be recalled to the department (or classification in the case of Aides) from which displaced in the inverse order from which they were laid off.

4.12 Interdepartmental Seniority

Seniority, for job purposes, accumulates only while within a department (or in the case of Aides, within the job classification).

4.13 Retention of Bargaining Unit Rights

An employee who is promoted out of the bargaining unit shall retain all seniority which the employee has at the time of the promotion for six (6) months, but shall not accumulate any further seniority during the period in which the employee is out of the bargaining unit.

ARTICLE V - WORKING SCHEDULES AND OVERTIME

5.1 Setting Schedules

Work schedules shall be set by the District.

Summer Break Period

During any period occurring in the months of June, July and/or August when school is not in session for students, the School Board may, at its sole discretion, approve a summer work schedule. This schedule will consist of a consecutive four day, 10-hour per day work week Monday through Thursday. Holiday entitlement pay will be calculated using an eight (8) hour work schedule.

5.2 Normal Work Week

The normal work week (except for food service and aides) shall be five (5) consecutive days of work and two (2) consecutive days off.

5.3 Normal Work Day

The normal work day (excluding summer hours) for full-time employees (except for food service, paraprofessionals and aides) shall be eight (8) consecutive hours of work totaling a forty (40) hour work week as scheduled by the District. The employees work day starts at their actual start time. The District will pay overtime of time and one-half (1 ½) after eight (8) hours worked, and in excess of forty (40) hours worked in any one (1) work week. Holiday, vacation, bereavement and jury duty days shall be considered time worked for purposes of computing overtime.

5.4 Call-Back

An employee called back to work after leaving the work site shall be guaranteed at least three (3) hours work or three (3) hours pay.

5.5 Work Schedules

A. Secretarial/Clerical

1. Normal Work Schedule

The normal work schedule for full-time clerical and secretarial employees shall be defined by their job description, Monday through Friday. These hours may be changed by Building Administration due to the needs of the students and the District. Employees will be given two (2) weeks notice of a permanent schedule change. The normal work week for full-time employees shall be five (5) consecutive days.

2. Lunch Time/Breaks

A one-half (½) hour lunch period shall be provided and scheduled by the District for each full-time employee which shall begin no less than three (3) hours and no more than five (5) hours after the employee has begun work as such times as the District may direct. In addition, a fifteen (15) minute break shall be provided in each a.m. and p.m. for each full-time employee. If the office procedure will allow, these breaks may be scheduled consecutively with the lunch period to allow a total time of one (1) hour at the lunch period.

B. Custodial

1. Normal Work Week

The normal work week shall be five (5) consecutive days (except for substitute custodial employees).

2. Normal Work Day

The normal work day for full-time employees shall be eight (8) hours of work and shall include a one-half (½) hour paid lunch period to be scheduled by the District which shall begin no less than three (3) hours and no more than five (5) hours after the employee has begun work as such times as the District may direct. In addition, one fifteen (15) minute break shall be provided each day during the school year at such time as scheduled by the District. During the summer, a fifteen (15) minute break shall be provided in each a.m. and p.m. at such times as scheduled by the District.

3. Changes in Normal Work Schedules

(a) In the event the District requires employees to work daily or weekly schedules other than those defined in this Article (V), the District shall to the extent practical, utilize the most junior employees for such purposes. The employee shall be given two (2) weeks notice of such schedule changes. An exception to this 2-week notice may be made due to mandated State trainings and mutually agreed upon District trainings.

(b) When filling a position on the 2nd or 3rd shift during the summer schedule, the District will first seek volunteers from among the District custodial employees. If the District receives no volunteers within five (5) working days of the notice of vacancy, then the vacancy will be filled by inverse seniority among the custodial employees in the District where the vacancy exists.

4. Part-time custodians are 10-month employees. However, they may volunteer to work during the summer months, as needed, without additional benefits.

C. Food Service

1. Cancellation of Work Schedule

Each employee who reports to work as scheduled and who has not been notified not to report shall be provided a minimum of three (3) hour of work to be completed, or the number of hours normally scheduled, whichever is the lesser. The employee may opt to go home and not be given work and pay.

2. Breaks

Each full-time food service employee who works greater than five (5) hours per day shall be provided one (1) fifteen minute (15) break each day during the school year. This break will be scheduled by the District.

3. Temporary School Closings

An employee who cannot work because the school where employed is temporarily closed, while other District schools remain open, will be offered a minimum of three (3) hours of work to be completed or the number of regularly scheduled hours, whichever is the lesser. The employee may opt to go home and not be given work and pay.

D. Maintenance

1. Normal Work Schedule

The normal work schedules for full-time employees shall be Monday through Friday, 7:00 a.m. to 3:00 p.m., and 3:00 p.m. to 11:00 p.m., including a one-half (½) hour paid lunch period to be scheduled by the District. In addition, one fifteen (15) minute break shall be provided each day during the school year at such time as scheduled by the District. During the summer, a fifteen (15) minute break shall be provided in each a.m. and p.m. at such times as scheduled by the District. The District may, upon notice, change the schedule to other than Monday through Friday.

2. Changes in Normal Work Schedule

In the event the District requires employees to work daily or weekly schedules other than those defined in this Article (V), the District shall to the extent practical, utilize the most junior employees for such purposes. The employee shall be given two (2) weeks notice of such schedule changes. An exception to this 2-week notice may be made due to mandated State trainings and mutually agreed upon District trainings.

E. Aides

1. Work Schedules

Work schedules shall be set by the District and shall include days, weeks and hours to be worked, as well as times and activities of the days to be scheduled.

2. Notification of Closing

Each employee who reports to work as scheduled and who has not been notified not to report shall be paid a minimum of two (2) hours of regular wages.

3. Temporary School Closing

An employee who cannot work because the school where employed is temporarily closed while other District schools remain open will be paid a minimum of two (2) hours of regular wages for the first day of the closing if the employee reports for work and performs duties and has not been notified not to report by officially designated media (radio KDKA 1020 (AM) and/or by the school administration).

4. Breaks

Each aide that works 4.5 hours per day or greater is entitled to and shall be provided one (1) fifteen minute (15) break each day during the school year. This break will be scheduled by the building principal and teacher.

F. Paraprofessionals

1. Work Schedules

Work schedules shall be set by the District and shall include days, weeks and hours to be worked, as well as times and activities of the days to be scheduled. Paraprofessionals shall bid into a specific building and have a set daily schedule in accordance with student needs. Paraprofessionals shall work student days plus two (2) mandatory in-service days designated for professional development training. All Paraprofessionals will receive the necessary training in accordance with the student needs.

2. Notification of Closing

Each employee who reports to work as scheduled and who has not been notified not to report shall be paid a minimum of two (2) hours of regular wages.

3. Temporary School Closing

An employee who cannot work because the school where employed is temporarily closed while other District schools remain open will be paid a minimum of two (2) hours of regular wages for the first day of the closing if the employee reports for work and performs duties and has not been notified not to report by officially designated media (radio KDKA 1020 (AM) and/or by the school administration).

4. Breaks

Paraprofessional will receive a thirty (30) minute paid lunch break. Lunch schedules will be collaboratively scheduled by the special education teacher and building principal.

G. Subcontracting

During the term of this agreement, the parties agree that the District may subcontract out work for paraprofessionals and food service workers only; provided that after posting a vacancy and determining that there is no current collective bargaining unit employees that are eligible and qualified to fill the position. Should the vacant position be filled by a subcontractor and said subcontractor remains in the same position for ninety (90) days, if the District desires to hire for the vacant position, the District will convert the subcontracted worker to a permanent bargaining unit employee as if they fulfilled the ninety (90) day probationary period as set forth in Article IV.

It is not the intent of the parties to permit the district to terminate a subcontractor on the 90th day and hire a new subcontractor for the same vacant position; however the District reserves the right to decline to extend the offer of hire should the District determine the subcontractor does not have the appropriate skill set or work ethic to meet the needs for the position just like a probationary bargaining unit employee.

5.6 **Overtime for Secretarial/Clerical, Custodial, Maintenance and, if applicable, Food Service, Paraprofessional and Aides**

A. Non-Pyramiding – Compounding

There shall be no duplication, compounding, or pyramiding of overtime pay. In no event will the same hours be counted more than once for pay purposes.

B. Work Week

For the purpose of calculating overtime compensation, the work week shall be a seven (7) day period beginning with the regular Monday starting times.

C. Un-worked Holiday – Vacation

Un-worked holidays, vacation days, bereavement, or jury duty days taken during any week in which work is performed by the employee shall be treated as days worked at the employee's regularly scheduled number of hours for the calculation of overtime.

D. Assignment of Overtime

1. First Offer

When it is necessary to work overtime to perform any work assigned to bargaining unit employees, such overtime shall first be offered by seniority to the employees who have commenced the work during their regularly scheduled hours. If the overtime work consists of work not commenced by an employee during his regularly scheduled hours, or additional employees are needed, such overtime shall be first offered to the employees in the building on the basis of their departmental seniority on a round-robin basis.

2. Interested Departmental Employees

If departmental building employees are not available, the overtime shall be offered to departmental employees who have indicated an interest.

3. Notice

Building and departmental employees shall notify the District of their interest in working overtime.

4. Special Procedures for Custodian Employees

Individuals not wishing to receive overtime assignments may, in writing, so notify the Maintenance Office and their names will be removed from the appropriate roster. Any employee removing his/her name shall not be eligible for reinstatement for two (2) months. Notice for reinstatement must be in writing. When overtime is scheduled, the District will call the last phone number registered with the District. The District is not obligated to call more than one phone number for any employee. If the individual does not answer the phone, it will be recorded as a "no answer". Three no answers will be recorded as one refusal. If an individual refuses overtime for five (5) times during a fiscal year, that person's name will be removed from the overtime roster for two (2) months. If, at the conclusion of the two (2) month period, the person desires to be returned to the roster, they must notify the District, in writing, and his/her name will be added. If the individual has a specific reason for not taking overtime and so notifies the District within forty-eight (48) hours prior to the scheduled start of the overtime assignment, that incident will not be counted as part of the five (5) incidents stated above. Any employee who submits a not available slip for greater than thirty (30) days in a fiscal year will be removed from the overtime roster for a period of two (2) months.

5. Nothing herein shall be construed so as to prevent the District from using substitute custodian employees.
6. Once an overtime schedule has been completed and the person(s) taking the assignment(s) have been identified, the District will not be required to reopen the assignment(s) due to another assignment becoming available that will occur before the overtime assignments that have already been scheduled. The newly opened assignment will be filled by picking up the round-robin where it left off.
7. In the event that an error is made in the creation of the overtime schedule that leads to an employee not being assigned to the roster, that employee will be offered the exact amount of overtime lost by the District. The District will provide the affected employee a special assignment to recoup overtime lost. Such assignment will be by mutual agreement between the District and the employee.
8. Employees on approved vacation leave are unavailable for overtime unless they provide a written availability notification one (1) week prior to the start of vacation. When an employee is on approved vacation leave for an entire week, then the employee is unavailable for overtime for Monday through Sunday unless notified as described above.

F. Notification

Employees must notify the District of an expected absence at least three (3) hours prior to the start of the scheduled starting time except in the case of an emergency.

ARTICLE VI - COMPENSATION

6.1 Rate of Pay

The District will provide rates of pay to members of the bargaining unit according to the schedule set forth in Appendices "A", "B", "C", "D", and "E".

6.2 Service Increments

The District shall continue to pay its permanent full-time 10, 11, and 12 month employees five (\$0.05) cents per hour for each five (5) years of service completed with the District. This payment shall be made in addition to the rates of pay. To be eligible for a service increment the employee must have completed the required years of service as of the June 30th immediately preceding the service increment year. Only permanent full-time service will be counted for service increments.

6.3 Travel Reimbursement

Employees who are authorized by the District to use their personal automobiles shall be compensated at the prevailing IRS rate.

6.4 Tuition Reimbursement

The District agrees to provide tuition reimbursement for permanent full-time maintenance and clerical/secretarial employees during the length of this contract under the following terms.

- A. Maintenance and clerical/secretarial shall be eligible for tuition reimbursement for work-related courses of study. To be eligible for reimbursement, courses must be pre-approved by the District. Written request shall be submitted to the Personnel Office no later than thirty (30) days prior to the start of the course. All courses must be attended outside of the employees work schedule.
- B. Reimbursement shall not exceed two hundred fifty dollars (\$250.00) per credited course. Reimbursement for non-credit courses shall not exceed one hundred dollars (\$100.00) per course. To qualify for reimburse, a grade of "B" or above must be attained.
- C. Request for reimbursement shall be on an approved form accompanied by an official transcript or in the case of non-credit courses, proof of attendance and/or satisfactory completion, and proof of payment.
- D. The District will cap the total reimbursable amount for all tuition reimbursement for eligible employees during the length of this contract to two thousand dollars (\$2,000.00) each fiscal year. Once this amount is exhausted, no additional tuition reimbursement will be made for the fiscal year. This District will pay tuition reimbursement on the first come first serve basis.

ARTICLE VII - INSURANCE AND FRINGE BENEFITS

7.1 Entitlement

All insurance and fringe benefits provided for in this Article shall begin upon attaining a permanent full-time position and permanent status as defined in 1.2 and 4.1. Substitute and part-time employees filling in a temporary full-time position are not entitled to insurance and fringe benefits until the regular eligible employee who is on leave becomes ineligible for benefits.

7.2 Life Insurance

The District agrees to provide life insurance to members of the bargaining Unit employed on a full-time basis in the amount of \$25,000.00.

7.3 Retiree Life Insurance

The District agrees to provide a life insurance benefit for those full-time service employees of the District who have retired under normal retirement (Superannuation) requirements as defined by PSERS in the amount of \$1,500.00.

7.4 Hospitalization - Full-Time Employees

The District shall provide hospitalization. This benefit will be the District’s approved and sponsored medical plan. As of this date, the plan is the Blue Cross/Blue Shield Community Blue Flex EPO (formerly HMO) health insurance coverage including the prescription co-pay endorsed by the Allegheny County Health Insurance Consortium.

- A. Custodial, Maintenance, Secretarial and Food Service workers - individual, husband/wife, employee/child(ren), family or same sex marriage health coverage for all eligible full-time permanent employees.
- B. Paraprofessionals – Effective 7-1-2020 individual coverage with the option to purchase additional coverage

In addition to any co-pays and deductibles described in the plan, the service employees will contribute a percentage of the annual cost of health insurance premiums towards the District’s cost of the plan with prescriptions according to the following schedule:

	Annual Compensation (excluding overtime)	
	Greater than \$30,000	Less than \$30,000
July 1, 2019 – June 30, 2020	10%	6%
July 1, 2020 – June 30, 2021	10%	6%
July 1, 2021 – June 30, 2022	10%	6%
July 1, 2022 – June 30, 2023	10%	6%
July 1, 2023 – June 30, 2024	10%	6%

The applicable employee’s health insurance contribution will be automatically deducted from the employee’s second paycheck of each month. For all non-12-month employees, the annual employee contribution will be deducted in equal installments during the months of work. The District will provide a Section 125 Plan that will allow the employee premium contributions described above to be made on a pre-tax basis.

The District shall recognize same sex marriages for providing appropriate medical coverage for same sex partners. Partners must provide an original marriage license from a Country or U.S. State where same-sex marriages are recognized and legally performed and meet any other eligibility requirement defined by ACSHIC to be eligible for such coverage. All requirements of state and federal tax consequences will apply.

7.5 Dental Insurance-Full-Time Employees

District shall pay to the Teamsters, Local 205, Health and Welfare Fund, Dental Visual Plan, the premium for dental and vision insurance for participating employees , including 7.5 hour paraprofessionals effective July 1, 2020.

7.6 Income Protection Insurance

The District will pay for each full-time (regularly scheduled to work five (5) hours or more a day) employee for a sickness and accident plan that provides a weekly benefit of sixty percent (60%) of salary up to a maximum of five hundred seventy-five dollars

(\$575.00) per week for a maximum of 11 weeks (with a 14-day elimination period) and a monthly LTD benefit of sixty percent (60%) of salary to a maximum of one thousand six hundred dollars (\$1600.00) per month for a maximum of two (2) years (with an elimination period of ninety (90) days).

7.7 Insurance Part-Time Employees

Part-time employees may be permitted to purchase, totally at their expense, health insurance and dental insurance coverage through the District's insurance program provided that the following conditions are satisfied.

- A. If, at any time, the insurance carrier does not permit this practice, the service shall not be provided.
- B. The employee must maintain payment of the full premium one (1) month in advance of coverage and the employee's personal check must be in the hands of the payroll supervisor by no later than the fifteenth (15th) day of each month.
- C. In the event payment is not received by the time as established in "B" above, the coverage shall be terminated and cannot be reinstated during the life of this contract.
- D. The employee must maintain and be subject to all conditions of continued coverage as may be required by the insurance carrier.

7.8 Retiree's Health Insurance Continuation

Members of the bargaining unit retiring under normal conditions as defined by PSERS and section 513 of the Pennsylvania School Code shall have the option of continuing coverage in the group health insurance plan to which they belonged as employees until sixty-five (65) years of age or until they are covered by another health insurance plan, at their expense, if they so desire and provided that the following conditions are satisfied.

- A. If, at any time, the insurance carrier does not permit this practice, the service shall not be provided.
- B. The employee must maintain payment of the full premium one (1) month in advance of coverage and the employee's personal check must be in the hands of the payroll supervisor by no later than the fifteenth (15th day) of each month.
- C. In the event payment is not received by the time as established in "B" above, the coverage shall be terminated and cannot be reinstated during the life of this contract.
- D. The employee must maintain and be subject to all conditions of continued coverage as may be required by the insurance carrier.

7.9 Substitute Employees

Substitute employees are not eligible for benefits under this Article.

7.10 Health Insurance Waiver

Effective July 1, 2020, during open enrollment an employee may waive, the benefits provided in the collective bargaining contract insurance section(s) and will instead receive on a prorated basis, a sum equal to the schedule below:

Type of Coverage	Monthly Medical	Monthly Dental	Maximum Total/Monthly	Maximum Total/ Monthly
Individual	\$121	\$7	\$128	\$1,536
Parent and Child	\$271	\$21	\$292	\$3,504
Parent and Children	\$298	\$21	\$317	\$3,828
Husband and Wife	\$328	\$21	\$349	\$4,188
Family	\$333	\$21	\$354	\$4,248

This sum is to be paid in lieu of the health and dental benefits in Article 7.5 of the collective bargaining agreement. All payments shall be one-half paid in the first paycheck in December and one half paid with the first paycheck in June and shall be prorated if less than twelve months. All payments are not to be included for PSERS calculations. If an employee’s spouse is eligible for insurance coverage through the school district, the husband and wife shall only be entitled to coverage through one partner and shall not be eligible for the waiver set forth above.

Employees who waive the benefits of this section may rejoin the plan effective with the beginning of the following month for life event reasons such as death, layoff, discharge, or other loss of benefits by a person on whom the employee was relying for benefit; marriage, birth or adoption of a child, or where a divorce or separation is shown to cause the cessation of benefits to the employee. Any employee may change his/her coverage selections during the enrollment period with such change becoming effective on the following July 1st.

ARTICLE VIII - VACATIONS

8.1 Employees Entitled to Vacation

The District agrees to continue to provide paid vacation for all permanent full-time (regularly scheduled to work five (5) hours or more per day) twelve (12) month employees as follows.

8.2 Vacation Entitlement Year

The vacation year shall be July 1 through June 30.

8.3 Vacation Entitlement

Each permanent full-time, twelve (12) month employee shall receive vacation with pay during the period of July 1 through June 30 (vacation year) for vacation earned during the twelve (12) month period ending on the preceding June 30th (credit year) in accordance with the following schedule:

After initial entitlement through 6 years	2 weeks
After 7 years through 11 years	3 weeks
After 12 years through 19 years	4 weeks
After 20 years and over	5 weeks

When a permanent part-time classified employee transfers from part-time to full-time status, the vacation entitlement date will be calculated by converting all part-time service to full-time equivalent service.

When a non-12 month classified employee transfers to a 12-month employee, the District will count all non-12-month service.

To be eligible for the next level of vacation, the employee must have completed the required years of service as of the June 30 immediately preceding the vacation year.

8.4 Initial Entitlement

An employee subject to vacation must work one (1) full year to be eligible for any vacation. After the year until the following June 30, the employee shall receive the following vacation.

3 months or less	1 day
4 months	2 days
5 months	3 days
6 months	4 days
7 months	5 days
8 months	6 days
9 months	7 days
10 months	8 days
11 months	9 days

8.5 Twelve (12) Month Part-Time Vacation

Part-time employees scheduled on a twelve (12) month basis shall receive pro-rated vacation days according to the schedule set forth above.

Part-time employees scheduled on a less than twelve (12) month basis and/or volunteer for summer duty shall not be entitled to vacation days.

8.6 Vacation Scheduling

Vacation Preference Forms and Scheduling

The District shall supply vacation preference forms on or about April 1. Employees desiring to use continuous service to select vacations shall file the forms with the District no later than April 30. Junior employees filing a vacation form shall have preference to senior employees seeking the same vacation period if the senior employee has not filed a form.

Vacations may be scheduled at any time during the year, but the District reserves the right to restrict the use of vacations when school is in session to include the week before school starts and to no more than ten percent (10%) of each departmental work force for any week. School in session is defined as the first teacher work day through the last teacher work day excluding holiday breaks.

8.7 Resolution of Competing Claims for Same Time

In the event there are competing claims for the same vacation week, departmental seniority shall prevail, except as set forth in 8.6 above.

8.8 Changes in Vacation Schedule

After vacations are scheduled and approved, they may not be changed except by mutual agreement between the employer and the employee. For a change to be considered, the request must be in writing and submitted to the supervisor at least one week from the date of absence unless an emergency requiring immediate attention.

ARTICLE IX – HOLIDAYS

9.1 Holidays – Custodial/Maintenance and Clerical/Secretarial

A. The District agrees to provide the following eleven (11) paid holidays during each year for full-time and part-time custodial and maintenance employees and clerical/secretarial employees employed on a twelve (12) month basis in accordance with the School Calendar.

- Independence Day and day preceding or following
- Labor Day
- Thanksgiving Day and the Friday following
- Christmas Day and day preceding or following
- New Year’s Day and day preceding or following
- Good Friday
- Memorial Day

This does not apply to substitute employees.

- Paraprofessional, Aides and Food Service Workers
- Christmas Day

B. Eligibility

An employee must be at work or on vacation during the pay period in which the holiday occurs to be eligible for holiday pay.

C. Pre/Post Work Requirement

In order to receive compensation for any holiday, the employee must work the scheduled day preceding and the scheduled day following the holiday, unless a death or injury occurs, the employee serves on jury duty or some other reasonable cause occurs which is acceptable to the District.

D. Weekend Holidays

When a holiday falls on a Saturday or Sunday, the holiday will be observed on either the preceding Friday or the following Monday as determined by the District in accordance with the School Calendar. All regular employees shall be entitled to the above-mentioned legal holidays except when it is necessary to meet operating requirements and maintain service. In this event, an employee scheduled to work on the above designated holiday shall be compensated at the rate of time and one-half of the regular holiday rate, plus holiday pay.

ARTICLE X - LEAVES

10.1 Sick Leave

- A. Employees who have attained permanent status and are regularly scheduled to work five (5) hours or more per day and ten (10), eleven (11), or twelve (12) months per year shall receive their regular pay when sick and unable to work as a result thereof, for a total time period of not more than ten (10) days per year.

Full-time Food Service employees, Paraprofessionals and Aides shall receive appropriate pro-rated sick leave (six (6) days per year).

- B. Regular part-time employees regularly scheduled on a twelve (12) month basis shall receive appropriate pro-rated sick leave.
- C. All other part-time employees (except substitutes) may utilize five (5) days per year for sick leave.
- D. The District may require the employee to furnish a certificate from a designated physician, or other practitioner, certifying that said employee was unable to perform his or her duties during the period or periods of absence for which compensation is required to be paid in the event the District has a reasonable basis to believe the employee is abusing the leave provisions. Any employee absent for four (4) consecutive work days shall provide a written doctor's certificate of illness and fitness to return to work. This certificate shall be presented immediately upon

his return. The employee will not be permitted to return to work without submitting the required doctor's certificate.

- E. This section shall not apply to substitute employees.
- F. This article shall apply to only those employees who have attained permanent status as defined in Article IV. Substitutes are not eligible for this benefit.
- G. The use of sick days is for the employee's sickness only and not for the sickness of a child, parent, grandparent, etc.
- H. When employees' transfers from a part-time to full-time or full time to part-time, the sick day bank and allotment for that year will be pro-rated based upon the actual number of hours worked.
- I. When an employee enters or leaves the District other than July 1 or June 30, the District will pro-rate the sick and personal day's allotment given and/or accrued based upon actual days worked in the fiscal year.
- J. Sick leave cannot be used to extend a vacation except for medical reasons supported by a doctor's note or Acts of God. Therefore, it may not be used immediately prior to or following a vacation.

10.2 Personal Leave

- A. Employees may utilize personal days, as follows:
 - 1. Full-time twelve (12) month; eleven (11) month; and ten (10) month employees: up to three (3) days per year (non-accumulative).
 - 2. Part-time twelve (12) month employees: up to three (3) days pro-rated (non-accumulative) per year.
 - 3. Full-time and part-time employees on a less than ten (10) month (207-day) basis: up to two (2) days per year (non-accumulative).
 - 4. Substitute and probationary employees are not entitled to personal leave.
- B. Under the following conditions:
 - 1. Where the need for personal leave is known in advance of the requested date of absence, employees are to enter the absence into AESOP at least five (5) days prior to said leave, except in an emergency. If unable to request a leave prior to absence, they shall phone their supervisor or building principal with reason for absence.
 - 2. When circumstances do not permit prior approval, the form must be completed and returned to the supervisor of their department the first day of work following the personal leave.

3. Personal leave cannot be used to extend a vacation except for medical reasons supported by a doctor's note or Acts of God. Therefore, it may not be used immediately prior to or following a vacation.
4. When employees' transfers to a position that will entitle them to work more or less hours per day, the personal day bank and allotment for that year will be pro-rated based upon the actual number of hours worked.

C. Unused Personal Leave

At the end of each school year, unused personal leave, if any, shall be credited to the individual's sick leave accumulation for the following year.

10.3 Bereavement Leave

Bereavement leave is for the employee's time off to attend the visitation, wake or funeral of a qualifying deceased person. This leave only applies when the employee is scheduled to work, excluding weekends.

- A. Whenever an employee is absent from duty because of a death of the employee's parent, current spouse, child or grandchild there shall be no deduction in salary of said eligible employee for an absence for those days work was available, not in excess of five (5) work days.
- B. Whenever an employee is absent from duty because of the death of a brother, sister, current brother/sister-in-law, current parent-in-law, current child-in-law, or near relative who resides in the same household, or foster parent there shall be no deduction in salary of said employee for an absence for those days work was available, not in excess of three (3) work days. The District may extend the period of absence, with pay, at its discretion as the exigencies of the case may warrant.
- C. Whenever an employee is absent from duty because of the death of a near relative or ex-parent in law, there shall be no deduction in the salary of said employee for an absence for a day work was available not in excess of one (1) day, which may be taken either on the day of the funeral, the day before the funeral, or the day after the funeral. The District may extend the period of absence, with pay, at its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, and nephew.
- D. Documentation of the death and that the person who died is a covered relative will be required as the District deems necessary.
- E. Substitute and probationary employees are not entitled to bereavement leave.

10.4 Parental/Maternity Leave/Child-Rearing Leave

- A. Employees eligible for leave due to the birth of a child or the placement with the employee of a child for adoption or foster care pursuant to the District's Family

and Medical Leave Act Policy, will be permitted to extend the leave for up to a total (when combined with the FMLA leave) of one (1) year.

- B. At least sixty (60) days prior to the start of the leave, the employee shall submit a written request for maternity/parental/child-rearing leave to the Personnel Office. The request for a maternity leave shall be accompanied by certification from her physician supporting the request for leave. The employee also shall comply with all other requirements of the District's Family and Medical Leave Act Policy.
- C. Accumulated sick leave shall be available to the female employees for the period of disability during the maternity leave only. Such sick leave shall be allowed only on the basis of an employee's request coupled with a physician's statement substantiating the disability. A female classified employee shall be deemed to be disabled for those periods of time during the maternity leave when she is prevented by illness or accidental injury from following her occupation. Once released by her physician to return to work, the leave shall be unpaid. Parental, child-rearing and non-disability maternity leaves of absence shall be unpaid. Health care benefits shall be continued in accordance with the Family and Medical Leave Act Policy for the period of leave covered by that Policy. In the event the employee extends the leave beyond the period governed by the Family and Medical Leave Act Policy, the employee may request that the fringe benefits be continued upon the payment by the employee of the District's participation, if any, in such benefit and further provided that the insurance carrier or other provider of the benefit permits the employee to pick up the District's benefit or otherwise convert such benefit. No payment shall be made on behalf of the employee for social security coverage or to the Public School Employee's Retirement System during the unpaid leave, including any agreed extension, other than for that portion of income received for the utilization of accumulated sick leave.
- D. In the event the District employs a substitute for the period of the expected leave, the employee shall remain on leave for the full period of the expected leave.
- E. The employee will be reassigned to the job or assignment held prior to the beginning of the leave upon return from leave.
- F. The period of parental/child-rearing leave shall be recognized for the purposes of seniority only.
- G. Notice of intention to return from leave, or to resign from the position from which the leave was granted, must be sent in writing to the Personnel Office at least thirty (30) days prior to the effective date of such return or resignation.
- H. Fringe benefits such as sick leave, personal days, and vacation shall not accrue during parental leave/child-rearing leave. Substitute employees and are not entitled to this leave.

10.5 Unpaid Leave of Absence

An Employee may be granted a five (5) day leave of absence without pay during each fiscal year of the contract. To be eligible, the employee must have utilized all personal and vacation days, the employee must apply in writing stating reasons for such leave, two (2) weeks in advance of taking such leave. Employees who take more than the five (5) days will be subject to disciplinary actions. The employee will be responsible for the payment of the daily benefits cost each day of unpaid leave. This amount will be deducted from employee's paycheck.

10.6 Family and Medical Leave

The employer shall comply with the requirements of the Family and Medical Leave Act of 1993. The District will use a rolling twelve (12) month period measured backwards from the date leave is used to determine if an employee has exhausted his/her FMLA leave in any twelve (12) month period.

ARTICLE XI - GRIEVANCE PROCEDURE

11.1 Grievance

A grievance is an alleged breach or violation of this Agreement, or a dispute arising out of the interpretation or application of the provisions of this Agreement.

11.2 Election of Remedies

Employees and/or the Union shall elect one (1) remedy to resolve one (1) alleged injury. The processing of a grievance into the third step of this procedure and above will be deemed to be an election of remedies.

11.3 GRIEVANCE PROCESS

Should there be any disputes or difference between the employer and the Union or between the employer and any of its employees, such grievance shall be reduced to writing within ten (10) working days from the date of the alleged occurrence and submitted to the other party. The following procedure shall then be used to adjust the same.

Step One: The grievant and the Union shop steward shall take up the complaint or grievance with the employee's immediate supervisor within ten (10) days after such meeting.

Step Two: If a satisfactory settlement is not reached in Step One, the grievant has the right to appeal said grievance to the Superintendent or his designee and the Union by sending written notice of said appeal within ten (10) days after written answer in Step One. The Superintendent or his designee and the Union's full-time officer or business agent shall meet within ten (10) days from the date the grievance was appealed to Step

Two in an attempt to settle the dispute. A written answer must be given by the Superintendent or his designee within ten (10) days after such meeting.

Step Three: In the event no agreement is reached in Step Two, the Union may, upon written notice to the Superintendent within ten (10) working days after receipt of the answer in Step Two, appeal the grievance to final and binding arbitration.

11.4 Arbitration

- A. The parties shall first attempt to mutually agree upon an impartial arbitrator. If the parties are unable to so mutually agree within five (5) days after request for arbitration is received, then the employer and the Union shall request the Federal Mediation and Conciliation Service to submit the names of seven (7) suggested arbitrators, all of whom are to be members of the National Academy of Arbitrators. Each party shall alternately strike a name until one name remains. The Union shall strike the first name. The person remaining shall be the arbitrator, unless the parties, by mutual agreement, request another arbitration panel.
- B. The cost of arbitration, including the expense of the arbitrator, the hearing room and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be shared equally by the parties. Fees paid to the arbitrator shall be based on a schedule established by the Bureau of Mediation of the Commonwealth of Pennsylvania.
- C. The decision of the arbitrator shall be final and binding. The arbitrator, however, will have no authority to alter, delete or add to any of the provisions of the Agreement.

11.5 Miscellaneous Provisions

- A. It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement. However, a grievance which arose under a prior agreement may be continued and appealed to arbitration. The award of any arbitrator concerning such prior grievances shall be based upon the Agreement in effect at the time the grievance arose.
- B. It is agreed that any grievance must be presented under the procedures of this Article promptly and within the prescribed time limits. Any grievance not presented within the time limits of each level shall be considered settled on the basis of the decision which was not appealed or shall be deemed settled on the basis of the last level to which the grievance was carried and shall not be further appealed or filed as a new grievance. Time limits in the appeal steps may be extended by mutual consent of the parties.
- C. The Union may initiate a grievance, including a group grievance, at Step Two of this procedure.
- D. Conferences, meetings, and hearings held pursuant to this grievance procedure, except arbitration hearings, shall be scheduled by mutual agreement.

ARTICLE XII - SUSPENSIONS OR DISCHARGES

12.1 Just Cause

The employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward and a copy mailed to the local union office within three (3) working days from the time of the discharge or suspension.

12.2 Wages to Discharge Employee

Any employee discharged must be paid in full for all wages owed him by the employer, including earned vacation pay, if any, within five (5) working days from the date of discharge or the next regular pay period.

12.3 Notice

A discharged or suspended employee must advise his local union in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the employer in writing within ten (10) working days from the date of discharge or suspension.

12.4 Adjustments

Should adjustment in an employee's compensation or benefits be appropriately directed by an arbitrator or agreed upon, such adjustments shall be made promptly. Any disagreement concerning the adjustment to be made may be referred to the grievance procedure.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.1 Health Examination

The District may require a health examination (at no cost to the employee if the District's physician is utilized) for an employee at any time if it determines such is necessary. In the event the employee objects to examination by the District's physician, the District's physician and a physician selected by the employee shall designate an impartial physician.

13.2 Resignations

Resignations are to be addressed to the Superintendent and submitted at least two (2) weeks before their effective date. A copy should be sent to the immediate supervisor. In the event no such two (2) weeks notice is provided, the employee shall forfeit any accumulated vacation or vacation pay, unless the employee has good cause not to supply the two (2) weeks notice.

13.3 Pay for Year Preceding Retirement

Employees anticipating retirement are to be paid the maximum salary as set forth in the current departmental salary schedule, providing that an irrevocable letter of resignation is filed with the District on or before July 1 of the year proceeding such retirement. The employee shall receive credit for service increments in accordance with entitlement.

13.4 Unused Sick Leave – Retirement

An employee with at least one (1) full year of credited service who leaves the system through retirement or the estate of one who dies while employed by the District, shall receive a payment as set forth below for each accumulated, unused day of sick leave. To be eligible for this payment, the employee must give thirty (30) days written notice of the date of termination for retirement. This payment, if any, will be made following the termination of employment and will not be subject to calculations for pension purposes. This notice may be waived for good cause shown by the employee. Upon receipt of written request from the employee, the District may withhold this payment until the first January pay of the following year.

Upon death, the payment shall be made to the beneficiary (ies) identified on the PSERS “Nomination of Beneficiary” form or if the beneficiary is not identified or available, to his/her estate.

PAYMENT SCHEDULE – (Maximum 200 days)

Full-time employee	\$45/day for the first 50 days of unused sick leave \$65/day for all days after the first 50 up to 150 days
Part-time employee	\$30/day for the first 50 days of unused sick leave \$50/day for all days after the first 50 up to 150 days

Employees terminated for cause shall not be eligible for this payment.

13.5 Jury Duty

- A. Any employee who has been called for jury duty shall be compensated by the employer the amount of money necessary to equal the difference between the employee’s regular pay and the compensation such employee received for jury duty. If an employee serves on jury for five (5) days, Monday through Friday, and is required to work the Saturday or Sunday of such week, he shall receive the overtime rate. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service of a jury duty notice or summons and the amount of pay received for such service.
- B. When an employee receives notice that he/she is to report for jury duty, he shall notify his/her supervisor immediately.

- C. An employee on jury duty during what would be his/her regularly scheduled work hours shall be considered the same as being at work for overtime pay purposes.
- D. The employer reserves the right to request the Court to release and relieve any employee from jury duty.
- E. Substitute employees are not eligible to be reimbursed for jury duty.

13.6 Employees Required to Appear in Court as Witnesses

Employees who are required to attend a court of law by reason of having a subpoena, except when an employee is a party or beneficiary to a suit or if testifying against the School District, shall receive the difference between their basic pay and any amounts received as witness fees. Payment provided in this section will not apply when employees appear in court in any capacity other than as a witness.

13.7 Personnel Records

It is the duty of every employee to notify the Personnel Office of any changes or additions to be made to the employee's personnel records. This shall include such items as: mailing address, telephone numbers, marital status, and number of dependents.

13.8 Extended Illness (Including Workers' Compensation Injuries)

- A. Employees who have successfully completed their probationary period and who have three (3) years or less of uninterrupted service in the District are eligible for a leave of absence of up to six (6) months duration for health reasons only based on a doctor's recommendation. Fringe benefits will be continued but without pay. After employment for more than three (3) years of uninterrupted service, employees are eligible for a leave of absence of up to twelve (12) months for health reasons only based on a doctor's recommendation. Fringe benefits will be continued, but without pay. If the employee is unable to return to work at the end of the approved leave of absence due to continuation of the health reasons for the leave, fringe benefits will cease, but the employee's seniority will not end due to extended illness until the sooner of 24 months or the receipt of any disability benefits by the employee, including Social Security.

Effective July 1, 2020 employees may use the maximum defined benefit above cumulatively over a three year period. The District will use a rolling thirty-six (36) month period measured backwards from the first date the leave is used to determine if an employee has exhausted his/her leave in any thirty-six (36) month period

- B. Salary will not be paid during the leave of absence, but the position will be filled on a substitute basis only and accumulated sick leave days will not be lost.
- C. Any employee who is absent because of illness for four (4) days or more will be required to present a medical doctor's recommendation that he/she is physically able to resume working before returning. The District reserves the right (to be paid

for by the District) to designate the medical doctor. In the event the employee objects to the physician designated by the District, the District physician and the physician selected by the employee shall designate an impartial physician.

- D. If an employee is absent longer than the period provided for in the leave of absence, the absent employee shall be notified by certified mail that his continuous service has been broken.
- E. Employees may exercise the rights provided in Section 13.8 once in any twenty-four (24) month period for an illness or disability of the same nature.
- F. Fringe benefits such as sick leave, personal days and vacation will not accrue while on extended illness leave.

13.9 Unsafe Conditions

Employees shall not be required to work under unsafe or hazardous conditions. This provision shall not be utilized by the Union or members of the bargaining unit to avoid the commitment for uninterrupted service.

13.10 Personnel File

Employees shall have the right, upon request and at reasonable time, to review their personnel file. An employee shall be entitled to have a representative of the Union accompany him/her during such review.

13.11 Disciplinary Records

Upon the request of the employee, all records of disciplinary matter pertaining to that employee shall be expunged from their personnel file after three (3) years following the incident provided the employee has no other disciplinary actions during that three (3) year period.

13.12 Maintenance Lockers

The District shall provide one (1) locker per maintenance employee.

13.13 Utilization of Supervisors

Supervisors shall not perform bargaining unit work.

13.14 Bulletin Boards

The Union shall have the exclusive use of a bulletin board in appropriate areas. The location of the Union's bulletin boards shall be designated by the District.

13.15 Probationary Employees

Non-employment of probationary employees is not subject to the grievance procedure. This section shall not be utilized by the District for reprisals due to union activity.

13.16 Wage Continuation Payments Due to On-the-Job Injuries

Any employee, injured while on the job necessitating loss of time and medical expense, shall have his current salary continued for a maximum of sixty (60) work days.

Weekly benefits payable under Workers' Compensation during this period shall be deducted from the employee's gross remuneration. After sixty (60) work days, the employee, if still absent from his duties as a result of the same injury, shall receive workers' compensation insurance benefits only.

Applicable retirement charges shall be made.

13.17 Grants

Whenever the District is in receipt of a grant, and such grant requires personnel conditions, rates, benefits, or terms different than those set forth in the Agreement, then anything in this Agreement to the contrary, notwithstanding, the grant conditions shall apply.

13.18 Union Stewards

The District recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate local union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information;
 - a) have been reduced to writing, or
 - b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the District's business, except as authorized by official action of the Union.

The District recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The District in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

13.19 DRIVE Authorization and Deduction

The District agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer’s actual cost for the expenses incurred in administering the weekly payroll deduction plan.

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

ARTICLE XIV - UNINTERRUPTED SERVICE

14.1 Uninterrupted Service

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slow-down affecting any site operated by the District or any curtailment of work or restriction of services or interference with the operations of the District in any manner and the District, for its part, shall not cause a lockout during the term of this Agreement.

ARTICLE XV - NO DISCRIMINATION

15.1 Discrimination Prohibited

The District and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual’s race, color, religion, sex, national origin or age.

The District and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee’s lawful activity and/or support of the Union.

15.2 Gender

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

ARTICLE XVI - SEPARABILITY AND SAVINGS CLAUSE

16.1 Remainder of Agreement Valid

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, such invalidity or unenforceability will not affect or impair any other terms or provisions of this Agreement.

16.2 Immediate Bargaining

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restricted as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the District for the purpose of arriving at a mutually satisfactory replacement, for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding, any provisions in this contract to the contrary.

16.3 Effective Date

If any part of this Agreement cannot be put into effect because of legislation, appropriate order or valid regulation, then such provisions, or any part thereof, shall become effective as determined by the parties.

ARTICLE XVII - PAST PRACTICE

In the event either party invokes the theory of past practice when interpreting the contract language and/or determining the “meeting of the minds”, the parties agree that the relied upon past practice must have occurred within the last five (5) years of the incident/interpretation in question.

ARTICLE XVIII - DRUG AND ALCOHOL TESTING (Effective January 1, 2012)

The School District and Teamsters 205 Custodians, Maintenance, Secretaries, Aides, Food Service and Substitute Custodial Employees wish to establish a workplace for its employees which is free from the effects of illegal drugs and alcohol. The Parties intend to maintain a workplace in which the employees are free from the effects of illegal drugs and alcohol. The District and the Union intend to maintain a workplace in which the employees are free to perform their duties safely and efficiently and to report to work regularly and on-time. In order to assure that these goals are accomplished, the District will not tolerate the manufacture, distribution, personal possession or presence in the body of alcohol or any controlled substance in any amount which may impair the personal safety or job performance of any employee.

No employee shall be permitted to:

1. Report to work or remain on-duty while under the influence of alcohol or drugs;
2. Manufacture or distribute, possess, use or be under the influence of alcohol or drugs while on-duty;
3. Store or otherwise maintain alcohol or drugs in any amount in his/her vehicle, locker and/or personal area, except stored or otherwise temporarily maintained in conjunction with the performance of his/her duties as a Gateway School District employee;
4. Consume alcohol in any amount during the four (4) hour period immediately preceding his/her normal starting time, preceding any call-out for overtime or while on duty;
5. Perform work for the District if he/she has a breath alcohol reading of 0.02 or higher;
6. Consume alcohol in any amount for at least eight (8) hours following any on-the-job vehicular accident or until he/she has undergone post-accident drug and alcohol testing, whichever should occur first; and
7. Refuse to report or refuse to submit to required drug or alcohol test or otherwise failing to cooperate with the testing procedures.

Employees whose job performance and or behavior give the District probable cause to believe that they are under the influence of alcohol or some controlled substance will be subjected to a fitness for duty drug and alcohol examination. Probable cause means some identifiable reason for suspecting that an employee is under the influence of a controlled substance; i.e., slurred speech, odor or smell of alcohol, staggering, blood shot eyes, dilated pupils, abnormal behavior, or any other conduct that is usually associated with being under the influence of drugs or alcohol.

The District may also utilize random testing of employees to enforce this agreement. The start date for this random testing will be January 1, 2012. Employees who are requested to submit to a random alcohol or drug screen test must sign a consent form consenting to the urine and/or blood screen test and the release of the test results to the District.

Employees who refuse to submit to the urine and/or blood screen tests, including a breathalyzer test; who fail to remain readily available for testing and/or fail to report to the designated testing site at the specified time; who refuse to sign a consent form; who attempt in any way to alter the drug and/or alcohol screen results; or who have reported to work and have a positive test for prohibited drugs or 0.08 or above for the presence of alcohol will be considered to have created just cause and adequate grounds for his/her immediate termination of employment.

An employee with a positive test result will have the right to request that a confirmatory test be performed. The District agrees to cover the cost of the confirmatory test only if it is conducted within twenty-four (24) hours of receiving the positive result report and confirms a negative test results.

During random testing, an employee with a positive drug result, for the first time, will receive a five (5) day unpaid suspension, be evaluated by a Substance Abuse Professional (SAP) and successfully comply with the SAP's evaluation recommendations. Failure to successfully comply with the SAP's evaluation recommendations will result in additional progressive disciplinary action up to and including termination of employment. An employee with a second positive drug result will have his/her employment terminated immediately.

For the first occasion on which the employee tests 0.02 to 0.039 the employee will not lose a day's wages for the day the employee is tested and sent home with an oral warning. However, on the second occasion that the employee tests between 0.02 and 0.039 the employee will be sent home without pay in addition to a second verbal warning. The employee has the option of using one of his/her reimbursable leave days in place of the one-day without pay. On the third occurrence, the employee will continue on with progressive discipline and receive a written reprimand and not receive pay for the day that he or she was sent home. Any additional alcohol test result of 0.02 to 0.039, the employee will continue on the District's progressive disciplinary procedures.

An employee with a positive alcohol test result from 0.04 to 0.079 will be subject to progressive discipline which will be initiated with a written reprimand and be sent home for the day without pay. Any additional alcohol test result of 0.04 to 0.079, the employee will continue on the District's progressive disciplinary procedures and subject to the procedures in Appendix G.

Employees with a positive alcohol test result at or above the 0.08 will be considered to have created just cause and adequate grounds for his/her immediate termination of employment.

Employees may from time to time use medications while working pursuant to a prescription from a physician. Employees must therefore inform their physician that they (1) hold a position in which they are subject to drug testing and, (2) they need the physician's verification that their use of the drug as prescribed will not adversely affect their ability to safely operate a commercial motor vehicle or perform safety sensitive functions. Employees whose use of legal drugs or of medicines containing alcohol that may affect their ability to perform their work must report this fact to the Department of Human Resources before performing safety sensitive functions.

The terms of this article shall be administered according to the Procedures For Implementing Article 17 – Drug and Alcohol Testing (Appendix G) agreed to by the District and Union.

ARTICLE XIX - TERM OF AGREEMENT

This Agreement shall be effective July 1, 2019 and shall terminate on June 30, 2024, unless extended by mutual agreement of the parties. WITNESSETH, the undersigned, having been duly authorized by their respective principals, do hereby affirm this Agreement by their signatures.

GATEWAY SCHOOL DISTRICT

SERVICE PERSONNEL AND
EMPLOYEES OF THE DAIRY
INDUSTRY, TEAMSTERS LOCAL
UNION NO. 205

by: Mary Beth Cirucci
President

by: Carl A. Bailey
Secretary-Treasurer

Date: _____

Date: _____

GATEWAY SCHOOL DISTRICT
APPENDIX "A"
CUSTODIAL
Rates of Pay (Hourly)

2019/20	2020/21	2021/22	2022/23	2023/24
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FULL-TIME CUSTODIANS HIRED BEFORE 7-1-97

\$20.42	\$20.93	\$21.35	\$21.88	\$22.32
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FULL-TIME CUSTODIANS - YEAR BEFORE RETIREMENT

\$20.64	\$21.16	\$21.58	\$22.12	\$22.56
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PART-TIME CUSTODIANS HIRED BEFORE 7-1-97

\$18.49	\$18.95	\$19.33	\$19.81	\$20.21
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FULL-TIME CUSTODIANS HIRED AFTER 7-1-97

\$17.63	\$18.07	\$18.43	\$18.89	\$19.27
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FULL-TIME CUSTODIANS - YEAR BEFORE RETIREMENT

\$17.85	\$18.30	\$18.67	\$19.14	\$19.52
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PART-TIME CUSTODIANS HIRED AFTER 7-1-97

\$17.26	\$17.69	\$18.04	\$18.49	\$18.86
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*All wages shall be retroactive to July 1, 2019

Additional wage adjustment:

*A \$.25 per hour increase will be added to the pay scale to be given to the custodian(s) certified as pool operators under the following conditions:

A certified pool operator (CPO) is a custodian who holds an active/current certified pool operator license issue by Allegheny County and one who actively/currently performs the essential pool duties and job functions on a regular basis.

(The District reserves the right to determine which custodian(s) will be eligible for this hourly adjustment)

All custodians who have a permanent 2nd shift bid shall receive an additional \$.29 per hour.

All custodians who have a permanent 3rd shift bid shall receive an additional \$.33 per hour.

GATEWAY SCHOOL DISTRICT
APPENDIX “B”
MAINTENANCE
Rates of Pay (Hourly)

	2019/20	2020/21	2021/22	2022/23	2023/24
Generalist Workers					
Hourly Rate	\$23.12	\$23.70	\$24.17	\$24.77	\$25.27
Hourly Rate – Year before retirement	\$23.43	\$24.02	\$24.50	\$25.11	\$25.61
*Certified Workers (See note below)	\$23.63	\$24.22	\$24.70	\$25.32	\$25.83
Hourly Rate – Year before retirement	\$23.94	\$24.54	\$25.03	\$25.66	\$26.17
*Certified Skilled Tradesman	\$28.73	\$29.45	\$30.04	\$30.79	\$31.41

*All wages shall be retroactive to July 1, 2019

A certified maintenance worker is one who holds an active/current county or state certification in a related field to his job (as described and accepted by the District) and performs essential duties and job functions within that active certification.

(The District reserves the right to determine what certifications will and will not be applicable to this hourly adjustment)

Maintenance employees will be eligible for only (1) one certified worker increase regardless of the number of certifications the employee may hold.

All maintenance employees who have a permanent 2nd shift bid shall receive an additional \$.29 per hour.

All maintenance employees who have a permanent 3rd shift bid shall receive an additional \$.33 per hour.

GATEWAY SCHOOL DISTRICT
APPENDIX "C"
FOOD SERVICE
Rates of Pay (Hourly)

POSITION	2019/20	2020/21	2021/22	2022/23	2023/24
GENERAL WORKERS AND CASHIERS					
Before 6-30-97	\$15.16	\$15.54	\$15.85	\$16.25	\$16.58
After 7-01-97	\$12.17	\$12.47	\$12.72	\$13.04	\$13.30
ASSISTANT COOKS AND BAKERS					
Before 6-30-97	\$15.72	\$16.11	\$16.43	\$16.84	\$17.18
After 7-01-97	\$12.73	\$13.05	\$13.31	\$13.64	\$13.91
HEAD COOKS					
Before 6-30-97	\$15.92	\$16.32	\$16.65	\$17.07	\$17.41
After 7-01-97	\$12.93	\$13.25	\$13.52	\$13.86	\$14.14

*All wages shall be retroactive to July 1, 2019

GATEWAY SCHOOL DISTRICT
APPENDIX “D”
SECRETARY/CLERICAL
Rates of Pay (Hourly)

Class	2019/20	2020/21	2021/22	2022/23	2023/24
6	\$20.96	\$21.48	\$21.91	\$22.46	\$22.91
7	\$21.21	\$21.74	\$22.17	\$22.72	\$23.17

*All wages shall be retroactive to July 1, 2019

GATEWAY SCHOOL DISTRICT
 APPENDIX “E”
AIDES
 Rates of Pay (Hourly)

Job Classification	2019/20	2020/21	2021/22	2022/23	2023/24
Personal Care Aides	\$15.16	\$15.54	\$15.85	\$16.25	\$16.58
Lunch Room Aides					
Paraprofessionals	\$15.72	\$16.11	\$16.43	\$16.84	\$17.18

*All wages shall be retroactive to July 1, 2019

APPENDIX "F"
UNIFORM ALLOWANCES

1. **Application**

This appendix applies to custodial, food service and maintenance employees ONLY that have served their probationary period. These employees shall, while on duty, wear the uniform prescribed.

2. **Custodial Uniforms**

The District will furnish the custodial employees with two (2) uniforms per work year. Furthermore, the District will provide cold weather gear for those custodians responsible for snow removal one (1) time during the life of this agreement. The employee is responsible for the personal laundry of uniforms and cold weather gear and the purchase of additional uniforms, if desired. Complete uniforms are to be worn at all times that school is in session and while on duty for evening functions or extra activities. Exceptions can be made for employees during the summer months when cleaning of the buildings takes place. In the event the employee has received all required cold weather gear, he/she may request to substitute snow boots, not to exceed seventy-five dollars (\$75.00) under the terms and conditions of this section.

3. **Food Service Uniforms**

The District shall provide a uniform allowance for all food service employees not to exceed one hundred and twenty-five dollars (\$125.00) per year. To be eligible for this allowance, each employee must provide the District with proof of purchase verification.

4. **Maintenance Employees**

A. **Uniforms Provided**

The District will furnish each maintenance employee with three (3) uniforms per work year. The employee will be responsible for the personal laundry of the uniforms and the purchase of additional uniforms as desired. Complete uniforms are to be worn at all times that school is in session and while on duty for evening functions or extra activities.

B. **Rain Gear**

During the term of this Agreement, the District will supply one (1) set of rain gear per maintenance employee.

C. **Coveralls**

Employees shall be supplied with one (1) set of coveralls (non-thermal) per work year under the same conditions as 4-A above.

D. Work Boots

The District shall provide an allowance for all maintenance employees not to exceed one hundred (\$100) per fiscal year to be used to purchase District approved work boots. To be eligible for this allowance, each employee must provide the District with proof of purchase verification. Employees must wear these boots at all times while at work.

APPENDIX "G"
FOOD SERVICE DEPARTMENT MATTERS AND PAY ADJUSTMENTS

1. Compensation

(See appendix C)

2. Special Wage Provisions Applicable to Food Service Employees

A. Light Refreshment Service

1. Functions during the day: Monday through Friday when school is not session...employee regular rate + \$1.00
2. After usual working hours on school days...employee regular rate + \$0.75.
3. Functions during the weekend: Saturday or Sunday when school is not in session...employee regular rate + \$2.00

B. Light Refreshment Service

1. Luncheons and dinners when school is not in session...employee regular rate + \$2.00.
2. Formal catered banquet functions whenever school is not in session...One and one-half (1 ½) times individual's hourly rate.
3. All other supplemental services shall be considered part of the regular work assignment.

Minimum Work Force

When special events such as those described in Sections A and B above occur, at least fifty (50%) percent of the persons required from the bargaining unit shall be employees of that building. In the event there are insufficient volunteers to fill the fifty (50%) percent requirement, the persons with the least continuous service in the classification in that building shall be required to service.

C. Workshops Sponsored by the Food Service Department

1. For attendance: minimum starting rate
2. For teaching or demonstrating: individual's hourly rate

D. Athletic Team Training/Summer Feeding Programs

Each employee employed in preparing and/or serving meals to members of a school athletic team during training sessions or in summer feeding programs will be paid at a wage set forth in the annual posting depicting the terms and conditions of the summer work for the positions.

E. Disregarded for Daily Overtime

Hours worked under these sections shall be disregarded for purposes of daily overtime calculation but shall be counted for weekly overtime calculations.

F. Temporary Reassignment to a Higher Job Classification

1. When a regularly scheduled employee is temporarily reassigned to a higher job classification for more than ten (10) working days, the employee shall receive, beginning on the eleventh (11) day, the starting rate of the classification to which reassigned (if higher than the employee's regular rate, or, if the starting rate of the classification to which reassigned is lower than the employee's regular rate, then the next higher rate of the classification to which reassigned is above the employee's regular rate).

In the event an employee is temporarily reassigned to a higher job classification and then reassigned again to a different higher classification without first returning to the employee's regular classification, such persons shall be treated as though he/she is a regular employee of the classification to which first reassigned for pay purposes.

2. The employee substituting or being temporarily reassigned will not receive additional fringe or sick leave benefits while so substituting or reassigned.

G. Wage Provisions for Food Service Employees Who become Sick after Reporting to Work.

An employee who becomes sick at work and must leave before completing one (1) hour's work may use one (1) day sick leave if there is any available or the employee may be paid for one hour's work. If the employee remains at work for more than one (1) hour, but leaves before completing the scheduled hours, the employee will be paid for the actual time spent on duty.

APPENDIX “H”

PROCEDURES FOR IMPLEMENTING ARTICLE 17 **DRUG AND ALCOHOL TESTING**

I. INTRODUCTION

- A. **DRUG AND ALCOHOL** – Drug and alcohol abuse is a major problem in the workplace and affects government, business and industry, all age groups, economic levels and geographic areas. It jeopardizes safety and productivity and is a major contributing factor in highway accidents and fatalities. Employees who abuse drugs and/or alcohol are much more likely to have accidents, use sick leave, file workers’ compensation claims, be late for work or leave work early. Further, their actions can endanger themselves, their co-workers and the general public.
- B. **PHILOSOPHY** – The Gateway School District and its service personnel staff are committed to providing a safe, protective and drug & alcohol-free workplace. It is also recognized that employees are a valuable resource and the parties wish to work together to maintain health and well-being. Most drug and alcohol abuse problems can be prevented or rehabilitated. The purpose of this policy is to encourage those employees who may have such problems to seek counseling immediately and to utilize any and all available resources through the School District and the community at large. In addition the parties feel that it is important that those who are employed by the School District, set a positive example in the community by actively supporting a drug and alcohol-free work environment. Our goal is to assure that the workplace is free from the adverse effects of drugs and alcohol and to support ongoing governmental efforts to provide the highest possible level of quality public safety services to the residents and taxpayers of Gateway School District. It is recognized that an employee’s medical records are personal to him, and this privacy shall be protected. Such records as are generated shall be maintained by the Director of Human Resources and not available for public inspection. In the event of positive testing or discipline, such records may be utilized only in accordance with this policy.
- C. **EDUCATION** – Periodically, the School District will provide service personnel employees with information on the effects and consequences of drug and alcohol use on personal health, safety and the work environment. In addition, supervisory personnel may be designated by the School District to attend classes on how to recognize the manifestations and behavioral symptoms of drug and alcohol usage.
- D. **TERMS & DEFINITIONS** – For purposes of interpreting this Policy, the following terms are defined as follows:

Accident – any vehicular accident, as defined under the Commonwealth of Pennsylvania’s Vehicle Code and as may be amended.

BAT – a certified breath alcohol technician.

School District – Gateway School District, Pennsylvania

DHHS – The Department of Health and Human Services

DOT – The United States’ Department of Transportation

Drug(s) – any illicit or illegal drug or other controlled substance

EBT – evidential breath-testing

EBT Device – evidential breath-testing device.

FHWA – The Federal Highway Administration

NIDA and DHHS Certified Laboratory – an independent laboratory operated by the health system designated by the District, which acts as the primary provider of drug and alcohol collection services for the School District, including the MRO and the SAP. The School District may use an alternate program other than that conducted by the health system designated by the District.

MRO – the medical review employee; a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs.

NHTSA – The National Highway and Traffic Safety Administration.

NIDA – The National Institute on Drug Abuse.

Penn Dot – The Pennsylvania Department of Transportation

Employee – any full-time or part-time Gateway Custodial, Maintenance, Secretaries, Aides and Food Service staff within the Collective Bargaining Agreement.

SAP – the substance (drugs and/or alcohol) abuse professional.

II. VIOLATIONS

An employee is considered to be in violation of this Policy anytime that he or she:

- A. Tests “positive” for drugs at a level equal to or higher than that established under Article X of this Policy, or tests “positive” for alcohol with breath alcohol reading of 0.02 or higher, regardless of whether or not a supervisor or anyone else has determined that the employee is impaired or that the employee’s job performance has been adversely affected;
- B. Fails to adhere to any procedure(s) set forth in the Collective Bargaining Agreement and Article VI of these Procedures; or
- C. Is involved in an accident, and fails without good cause to:
 - 1. Remain on the scene of the accident; and
 - 2. Make himself/herself available for testing.

III. PENALTIES FOR VIOLATING THIS POLICY

Any employee who violates this policy during his/her entire term of employment with the School District will be considered to have created just cause and adequate grounds for his/her immediate termination. In addition, any employee who fails for any reason to follow each and every specific condition and direction outlined under Articles IV and V of this Policy including, but not limited to, the employee’s failure for any reason to meet at the appointed dates and times with the SAP shall be considered to be grounds for disciplinary action, including his/her termination.

IV. EMPLOYEES UNDERGOING MEDICAL TREATMENT

Any employee who is taking a prescription drug which may impair or limit his/her ability to safely and/or effectively perform his/her duties is required to report the use of this prescription drug in writing to the Human Resources Director or, in the absence of the Human Resources Director to the Superintendent, prior to beginning work. This information is confidential. Failure to report the use of any such prescription shall be considered a violation of this Policy and, as

such, may result in disciplinary action, including termination. Any employee regularly taking any prescription may have a report of the medication placed in his personnel file to be maintained exclusively by the Human Resources Director and satisfy the requirements of this section. However, a prescription drug, which may impair or limit an employee's ability to safely and/or effectively perform his/her duties, may not be ingested within a period of time preceding an employee's shift so as to impair his/her ability to safely and/or effectively perform his/her duties.

V. PROCEDURES FOR IMPLEMENTING THE AGREEMENT

A. PROCEDURES

An employee who tests "positive", for the second time during the entire term of his/her employment with the School District, for alcohol with a breath alcohol concentration greater than 0.04 but below 0.08 will be:

1. Immediately removed from his/her position;
2. Sent home for the balance of the day; and
3. Directed to a SAP for examination, evaluation and possible referral to a counseling or treatment program;
4. Comply fully with each and every recommendation of the SAP;
5. Periodically or as requested submit reports from any person or group as may be designated by the SAP to assure or confirm compliance with each and every recommendation of the SAP;
6. Pass a "return to work" drug and/or alcohol test and agree to "follow-up" testing;
7. Sign an agreement, which releases any and all medical information relating to drug and/or alcohol use to the MRO, ensuring that the employee can safely and effectively perform his/her duties and job assignment before being permitted by the School District to return to work;
8. Acknowledge in writing that he/she understands that a second violation of this policy at any subsequent point in time during the employee's entire term of employment with the School District will be considered just cause and adequate grounds for the employee's immediate discharge;
9. Directed to report back to work the first scheduled workday following the next calendar day after the employee has served the five (5) day suspension without pay.

B. AVOIDING DISCIPLINARY ACTION

Any employee with a drug or an alcohol abuse problem, who voluntarily seeks assistance without violating this Policy or any other policy rule or practice of the School District will not be subject to disciplinary action.

VI. MANDATORY TESTING

- ### A. EMPLOYEES COVERED
- The requirements for mandatory testing contained herein shall apply to all full-time and part-time employees who are considered to be members of the collective bargaining unit under the current collective bargaining agreement between the Gateway School District and Teamsters Local 205.

- B. PROCEDURES FOR MANDATORY RANDOM TESTING – An employee shall be selected at random for testing during his/her regular working hours, and shall be:
1. Notified that he/she has been selected for random drug/alcohol testing;
 2. Escorted to the testing site by a supervisor; and
 3. Required to follow all instructions given at the site.

VII. TIME LOST FROM THE WORKPLACE

- A. Time lost from the workplace during any period of absence which resulted from a “positive” alcohol test (other than the mandatory five (5) day suspension without pay), including any absence for purposes of evaluation, rehabilitation, and all follow-up testing shall be accounted for as follows:
1. To the extent that the employee’s accumulated balance of unused sick leave will permit, all time lost will be charged as a sick leave absence with pay;
 2. After the employee’s accumulated balance of unused sick leave has been exhausted, time lost will be charged against the employee’s accumulated balance of unused vacation time, personal leave; and
 3. After the employee’s accumulated balance of unused sick leave and vacation time, personnel/emergency leave have been exhausted, time lost from the workplace shall be charged as an authorized leave of absence without pay.
- B. Time lost from the workplace during any period of absence resulting from a positive alcohol test, including any absence for purposes of evaluation, rehabilitation and all follow-up testing shall be limited to a reasonable period of time, which shall in no event exceed sixty (60) calendar days in duration.

VIII. PAYMENT OF COSTS RELATED TO TESTING & REHABILITATION

- A. SCHOOL DISTRICT RESPONSIBILITY – The School District shall be solely responsible for the payment of all costs related to testing and laboratory analysis relating to pre-employment and random drug and/or alcohol testing. The School District shall also be solely responsible for the payment of all costs related to post-accident and suspicious drug and/or alcohol testing where all of the employee’s test results are negative.
- B. EMPLOYEE RESPONSIBILITY – The employee shall be solely responsible for the payment of all costs related to fitness for return to duty and follow-up drug and/or alcohol testing. The employee shall also be solely responsible for the payment of all costs related to post-accident and reasonable suspicion drug and/or alcohol testing by the SAP where any one or more of the employee’s test results are positive.

IX. TYPES OF TESTING

Testing may be conducted for the following reasons: pre-employment, random, reasonable suspicion, post-accident, fitness or return to duty and follow-up to a positive test. Alcohol testing will be conducted for the following reasons: random, reasonable suspicion, post-accident, fitness to return to duty and follow-up to a positive test.

Test types are defined as follows:

- A. **PRE-EMPLOYMENT** – Prior to beginning his/her employment with the School District, any applicant for the position of part-time or full-time employee who has been tentatively selected for an appointment may be required to first submit to a drug-screening test. Any applicant who tests positive will be denied employment. The School District also reserves the right to check with any job applicant’s previous employers, going back not more than two (2) years from the date of application. Any applicant who has a history of previous alcohol and/or drug abuse with a previous employer will also be denied employment. Any job applicant who fails for any reason to consent to and authorize in writing both the pre-employment drug test and the check with his/her previous employers will be considered to have withdrawn his/her application from further consideration for employment.

- B. **RANDOM** – In order to discourage the use of illegal drugs and alcohol, the School District may conduct random tests of its employees for both drug and alcohol. Every employee has an equal chance to be tested every time those tests are conducted, without regard to whether or not the individual employee has or has not been previously tested. The minimum percentage of employees to be tested is subject to change, depending upon any applicable subsequent changes or requirements, which may be dictated by state or federal law. All random selection and testing will be administered through the NIDA and DHHS certified program selected by the District.

- C. **REASONABLE SUSPICION**
 - 1. Testing will be required in any case where the Human Resources Director or a supervisor reasonably suspects that this Policy has been violated as a result of employee’s conduct or behavior which has been witnessed by a person trained in the detection of probable drug/alcohol use.
 - 2. Reasonable suspicion may be established and testing required based upon, among other things:
 - a. The direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of drugs or alcohol;
 - b. The direct observation of a pattern of abnormal conduct or erratic behavior; or
 - c. The conviction of an employee for a drug or alcohol related offense.

- D. **POST-ACCIDENT**

Any employee who has been involved in an accident deemed to be a serious event at the discretion of the Human Resources Department while driving a School District vehicle shall be required to:

 - 1. Be tested for drugs by providing urine specimens for drug testing as soon as possible after said accident, but in no event later than 32 hours after the accident;
 - 2. Be tested for alcohol as soon as possible after the accident, preferably within two (2) hours of the time of the accident, but in no event later than eight (8) hours after the accident; and
 - 3. Not consume alcohol in any amount until after he/she has been tested.

NOTE: If as a consequence of the accident, an employee has been seriously injured and cannot provide a specimen at the time of the accident, he/she must provide the School District with authorization to obtain the hospital's records or other documents that will indicate whether or not there were controlled substances or alcohol in his/her system at the time of the accident.

E FITNESS FOR RETURN TO DUTY

After an employee has been referred to the SAP and undergone the recommended treatments and/or rehabilitation programs, he/she must be tested for drugs/alcohol and the test results negative prior to being permitted by the School District to work.

X. DRUG TESTING STANDARDS

Urine specimen testing and screening shall include, but not necessarily be limited to, the following Standard 10-Drug Panel for illicit drugs with the cutoffs set forth below:

DRUG	IMMUNOASSAY SCREEN CUT-OFF	GC/MS CONFIRMATION CUT-OFF
Amphetamines	1,000 ng/ml	500 ng/ml
Camiabinoids (Marijuana)	50 ng/ml	15 ng/ml
Cocaine & Metabolite	300 ng/ml	150 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Barbiturates	300 ng/ml	Each 100 ng/ml
Benzodiazepines	300 ng/ml as Oxazepam	Each 100 ng/ml (except alprazolam at 50 ng/ml)
Methadone	300 ng/ml	100 ng/ml
Methaqualone	300 ng/ml	100 ng/ml
Propoxyphene	300 ng/ml	Each 100 ng/ml

XI. OTHER TESTING DETAILS & STANDARDS

A. SPECIMEN COLLECTION – Individuals will be permitted to provide urine specimens in private and will not be directly observed, except that observed specimen collection may be required anytime that:

1. A specimen falls outside of the range of 90.5 to 99.8 Fahrenheit;
2. A specimen shows signs of contamination;
3. A previous specimen provided by the same employee was determined by the laboratory to have a specific gravity less than 1.003 and a creatinine concentration below .2 g/l; or
4. The collection site person observes employee conduct, which he/she believes indicates an attempt by the employee to substitute or adulterate the sample.

B. LABORATORIES

Only NIDA and DHHS certified laboratories would be used by the School District to conduct testing or determine via testing that there was an attempt by an employee to substitute or adulterate a sample.

C. ESCORT TO THE TEST SITE

Any employee scheduled for random, post-accident or reasonable suspicion testing shall be escorted to the test site by a supervisor and shall be required to follow all instructions given at the site.

D. MRO

An MRO will receive, review, analyze, interpret and evaluate test results obtained from the laboratory prior to notifying the Human Resources Director of the results. Before notifying the Human Resources Director of a positive test result, the MRO will conduct a medical consultation with the employee to discuss the employee's medical history and other medical factors. He will then receive and analyze all medical records made available by the tested employee in order to determine if there might be a legitimate reason for a positive test result. If the MRO should determine that there is a legitimate medical reason for the positive test result, he will report that test result to the Human Resources Director as negative. If the MRO should for any reason be unable to immediately contact the employee who has tested positive, he will then contact the Human Resources Director to report those efforts. The Human Resources Director will then contact the tested employee and direct him/her to contact the MRO within 24 hours. Between this time and the time that the Human Resources Director receives a return (second) call from the MRO, the employee will be Temporarily removed from his/her driving duties and reassigned without loss of pay.

E. REPORTING DRUG TEST RESULTS

The MRO will forward the drug test results to the Human Resources Director. The MRO shall report whether or not each particular tested employee's results were positive or negative. If positive, the MRO will identify the substance for which the test was positive and the level present.

F. SPLIT SAMPLE TESTING

After the MRO has informed the employee that he/she will be reported to the School District as having tested positive for an illegal drug, the employee has the right to request a split sample test at another NIDA/DHHS certified laboratory. The employee must take any request to the MRO within 72 hours after the MRO-employee consultation (SEE: Items C and D above). The cost of the second laboratory analysis and the subsequent second MRO Review will be borne solely by the employee, not the School District). However, in any situation where the second test is negative, the employee shall be reimbursed by the School District for all costs related to the second test which are not otherwise covered by the employee's hospitalization plan.

G. ALCOHOL TESTING

All alcohol testing is to be performed by a BAT approved by the NHTSA, utilizing an EBT device. All alcohol tests are to be conducted in an area where the confidentiality of the results is assured. If the alcohol screening tests indicate an alcohol concentration of 0.02 or greater, a second confirmation test will be conducted within 15-20 minutes after the results of the first test are known.

H. REPORTING ALCOHOL TEST RESULTS

Following a confirmed positive test result for alcohol, the BAT must immediately report the results to the Human Resources Director of Gateway School District. This is done so that immediate steps can be taken to ensure that the tested employee does not drive a School District vehicle.

I. RECORDKEEPING

All of the records to the administration of this policy, including all test results, will be maintained by the Human Resources Director for a minimum period of five (5) years. The employee's personnel file shall contain only the following information:

Whether or not the employee submitted to drug/alcohol test(s);

1. The date of the test(s);
2. The location of the test(s);
3. The identity of the person performing the test; and
4. Whether the particular test result was negative or positive. In the event of a positive test result, the District may maintain the name of the drug and its level of presence in the test. The School District will also maintain an annual summary of the records relating to the administration and results of the mandatory testing program. No person may obtain the individual test results without first obtaining authorization from the employee, except as may be otherwise required herein or as may be required by law.