

**COLLECTIVE
BARGAINING AGREEMENT**
between the
KEYSTONE OAKS SCHOOL DISTRICT
and the
**SERVICE EMPLOYEES'
INTERNATIONAL UNION**
LOCAL 32BJ



JULY 1, 2021 TO JUNE 30, 2026

TABLE OF CONTENTS

Article I	Recognition	Page 3
Article II	Rights of the Employer	4
Article III	Personnel	5
Article IV	No Strike – No Lock Out	5
Article V	Union Security	6
Article VI	Seniority	8
Article VII	Communication	10
Article VIII	Work Schedule	10
Article IX	Holidays	13
Article X	Vacations	14
Article XI	Leave of Absence	15
Article XII	Sick Leave	18
Article XIII	Grievance Procedure	18
Article XIV	Fringe Benefits	21
Article XV	Personnel File	24
Article XVI	Printing of Agreement	24
Article XVII	Wages	25
Article XVIII	Standard of Work	26
Article XIX	Miscellaneous	27
Article XX	Term of Agreement	29
Article XXI	Waivers	29

PREAMBLE

This Agreement made by and entered into between the Board of School Directors of the Keystone Oaks School District, Allegheny County, Pennsylvania, party of the first part, hereinafter referred to as the "Employer," and the Service Employees' International Union, Local 32BJ party of the second part, hereinafter referred to as the "Union".

The District has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its Employees insofar as such practices and procedures are appropriate to functions and obligations of the District to retain the right effectively to operate in a responsible and efficient manner and are constant with the paramount interest of the District and its residents.

It is the intention of the Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruption of work and interference with the efficient operation of the District and to provide an orderly and prompt method of handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Board by the statutes of the state of Pennsylvania.

ARTICLE I – RECOGNITION

Section 1 The Employer hereby recognizes the Union as the exclusive representative for all of the Employees certified by the Pennsylvania Labor Relations Board at PERA for all of the following Employees in the unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment, and other terms and conditions of employment: custodial-maintenance Employees who are now members or who may become members of said Union.

Absence of contract language or contract silence shall continue to be interpreted as a specific exclusion from this document.

Section 2 The term "Employee" when used in this Agreement shall denote an Employee who is a member of the Collective Bargaining Unit as defined herein before.

Section 3 Any custodial-maintenance Employee who is employed and begins his/her employment with the School District prior to January 1 of any school year shall be considered at the close of the school year as having completed one year of service and shall thereof be eligible to all of the rights and privileges thereof.

Section 4 The School Board reserves the right and power in policy matters which are inherently managerial in character.

Section 5 The School Board, its agents and representatives agree to treat all of the Employees in a fair and reasonable manner and will not unreasonably deprive the Employees of any of the benefits they now enjoy by law or contract.

ARTICLE II – RIGHTS OF THE EMPLOYER

Section 1 The Union recognizes the management of the property and the buildings of the Keystone Oaks School District and the direction of the working forces is vested in the Employer. (Except as otherwise specifically provided in this Agreement and/or as required by the Public Employees Relations Act as now or hereinafter amended, all other rights, responsibilities, duties, and prerogatives of management are retained by the Employer.) It is understood and agreed that the Board retains the right to operate the District and that all management rights are reserved to it, but that such rights must be exercised consistently with the other provisions of this Agreement. It is recognized by way of illustration that such rights and functions include, but are not limited to the following rights:

- a. control of the management of the District, the supervision of all operations, the methods, process and means of performing any and all work, the control of the property, the composition, assignment, direction and determination of the size of its working forces, and the right to maintain and protect all property and equipment;
- b. establish and require observance of reasonable rules and regulations;
- c. determine the work to be done by Employees in the unit;
- d. introduce new or improved operations, methods, programs, means or facilities;
- e. schedule, promote, demote, transfer, release, and lay off employees; and the right to suspend and discharge employees

according to state statutes and District policy, and otherwise, to maintain an orderly, effective and efficient operation;

- f. discipline and discharge for just cause.

The District shall adhere strictly to all federal and state statutes and regulations.

The exercise of the District's rights stated herein does not modify the right of an Employee to appeal through established grievance procedures when an act of the District is construed as violating this Agreement.

ARTICLE III – PERSONNEL

Section 1 The Union recognizes that the selection and direction of the Employees is the responsibility of the District as specified in Act 195 and applicable law.

Section 2 The Employer agrees not to discriminate against any Employee because of membership in the Union or because of any activities in behalf of the Union nor shall the Union discriminate against any Employee because of lack of membership in the Union.

Union activities shall not interfere with the normal operation of the school facilities. The parties agree that they will not discriminate against any Employee on the basis of race, creed, color, national origin, sex, marital status, religious beliefs, handicap, age, Union membership or nonunion membership for the term of this Agreement in accordance with any applicable laws or regulations.

Section 3 A ninety (90) day probationary period of work running concurrent with the regular work schedule shall be in effect for all new Employees. Permanent status begins with the ninety-first (91st) calendar day and seniority starts from the date of employment.

ARTICLE IV – NO STRIKE – NO LOCK OUT

During the term of this Agreement, the Employer shall not conduct, or cause to be conducted, a lock out.

During the term of this Agreement, no Employee shall either individually or as part of a concerted action, engage in a strike or picketing as those terms are used in Articles III, XI, and XII of Act 195 or engage in a work stoppage or

refuse to enter or report to any District premises during normal work hours during the term of the Agreement.

During the term of this Agreement, the Union shall not call, engage in, encourage, induce, coerce, or condone a strike or picketing as those terms are used in Articles III, XI, and XII of Act 195.

The Union recognizes and agrees that it has a duty and obligation to actively and affirmatively advise and direct any member or members of the Union engaging in any form of deliberate work stoppage to immediately cease such action or face disciplinary action.

The Union recognizes the right of the District to discipline any Employee who is in violation of the Article.

Nothing contained in this Article shall be deemed as depriving any Employee of his/her rights as guaranteed in the first amendment of the Constitution of the United States of America.

ARTICLE V – UNION SECURITY

Section 1 The parties agree to comply with all federal and state laws and all provisions thereof, regarding the collection of fees from nonmembers.

Section 1a The Union shall indemnify and hold the Employer, and its officers, directors, employees, agents and other representatives, harmless against any and all claims, demands, suits, orders, costs and/or judgments brought, or issued against the Employer, and/or its officers, directors, employees, agents and other representatives, by any and all courts, administrative bodies, and/or arbitrators, as a result of action taken or not taken by the Employer under the provisions of this Article. The Union's obligation to so indemnify and hold harmless the Employer, and/or its officers, directors, employees, agents and other representatives shall include, but not be limited to, back pay awards, court costs, arbitrators' cost, and administrative agency costs and fees.

Section 1b

The Employer agrees to deduct the Union's monthly dues, initiation fees, and any other agreed upon deductions, and the Union's Political Action Fund contributions from the pay of each Union member from whom Employer receives written authorization, and will continue to make such deductions while the authorization remains in effect.

Monthly dues deductions will be made beginning with the pay of the first full pay period worked by the employee following the receipt of authorization. Thereafter, deductions will be made from the first paycheck of each month the employee receives wage payments. Dues and other monies deducted in accordance with this paragraph shall be forwarded to the union not later than the twentieth (20th) day of each month.

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

Section 1c The Union further agrees that it will defend the School District and/or the School District's officers, directors, employees, agents and other representatives in any form of action, whether before a court of record, an administrative agency, and/or an arbitrator, where such action relates to the School District and/or the Union's compliance with the terms of this Article V, Section 1 through 1c. The Union's defense of the School District and/or its officers, directors, employees, agents and other representatives as set forth herein shall be at the sole cost and expense of the Union, and said defense shall be provided through an attorney or attorneys selected by the Union.

Section 2 The Union agrees that the Union membership on the part of Employees shall not interfere with any arrangements entered into between the Employers and the Union or nonunion contractors which require cooperative efforts on the part of the contractor and the Union school Employees, nor shall there be any work stoppage because thereof.

The Employer agrees that it will not subcontract work regularly performed at its various facilities which causes loss of jobs to Employees currently employed under this Agreement, except to the extent such may be required by the Employer to fulfill its mandated functions under the Pennsylvania School Code, taking into account the protection and safety of the student body.

Section 3 There will be no reduction of hours made to any of the full-time positions for arbitrary or capricious reasons.

ARTICLE VI – SENIORITY

Section 1 In case of layoffs, seniority of Employees of any department (custodial-maintenance) shall govern the reduction of forces in that department where ability, skill, and efficiency are substantially equal.

Section 1a In no event will a permanent Employee be laid off while a temporary, provisional or probationary Employee is working in a position in the same classification.

Section 1b If the Employer should desire to reduce the work force, it shall give four weeks advance notice to the Union, including in such notice the reasons for the reduction. During the four week notice period, the Employer agrees to meet with union representatives, at their request, to discuss the reason that necessitates the proposed workforce reduction. At the end of the notice period, if the Union is not satisfied, the Employer may implement its decision, and the Union may seek arbitration on an expedited basis. An Employee scheduled to be laid off or suffer a reduction of hours shall have the right to “bump” and be awarded the position of a less senior Employee, regardless of classification, provided that the Employee scheduled to be laid off possess the necessary qualifications for the position. A displaced Employee may then bump a less senior Employee, following the same formula until all positions are filled. The Employer will notify the Union in writing within five (5) business days following the District’s elimination of any position(s) in the bargaining unit.

Section 2 Permanent or newly created custodial job vacancies shall be posted in locations accessible to all regular custodial employees for a period of five (5) consecutive working days. All position postings shall include hours of work, areas to be cleaned, days and shift as set forth in the applicable job description. The Employer shall notify the business representative of Local 32BJ and the chapter president of the School District of the vacancy. If any Employee is interested in being considered for the position, he/she must file a written application with the Employer within five (5) working days of the posting of the notice. The position shall be awarded to the most senior full-time employee provided that he/she is qualified and capable of performing the job. The determination of the qualification or capability of any employee shall rest with the employer, subject to the grievance procedure. The Employee shall serve a trial period consisting of fifteen (15) workdays in which time the Employer will decide whether the Employee is capable of performing the work of said position. If the Employee is deemed capable by the Employer, he/she shall remain in the said position. If the Employee is determined by the Employer not to be capable of performing the work in the said position, he/she will then return to his/her former position. An Employee who transfers or is

promoted from his/her present position to any other in his/her classification shall maintain all his/her seniority from date of hire during the term of this Agreement. If a posted vacancy is not awarded at the conclusion of the application process set forth in this Section 2, the notice and meeting procedure set forth in Section 1b above will be utilized.

All employees are restricted to three (3) position moves per year. Bids on temporary vacancies count towards the three moves. The year is from the date of the first bid until one calendar year later.

Section 2a Long-term temporary custodial vacancies shall be posted in locations accessible to all regular custodial employees for a period of five (5) consecutive working days. All position postings shall include hours of work, days, and shift. Long-term vacancies shall be those over 45 consecutive workdays. The Employer shall notify the business representative of Local 32BJ and the chapter president of the School District of the vacancy. If any Employee is interested in being considered for the position, he/she must file a written application with the Director of Buildings and Grounds or his/her designee within five (5) working days of the posting of the notice. The job shall be awarded to the most senior full-time employee provided that he/she is qualified and capable of performing the job.

Temporary bids count towards the three (3) position moves per year.

The most senior Employee, being physically qualified and possessing the necessary qualifications, shall upon application to the Employer, be given first consideration and shall serve a trial period consisting of fifteen (15) workdays in which time the Employer will decide whether the Employee is capable of performing the work of said position. If the Employee is deemed capable by the Employer, he/she shall remain in the said position. If the Employee is determined by the Employer not to be capable of performing the work in the said position, he/she will then return to his/her former position. In either case, he/she will maintain all of his/her seniority from his/her date of hire in the Keystone Oaks School District.

In the event that he/she is returned to his/her former position, the Employer will award the position to the next most senior qualified Employee who bid on the position, subject to the fifteen (15) workday trial period referenced in the preceding paragraph herein. It is expressly agreed by and between the Employer and the Union that this Section 2a shall not apply to permanent or long-term temporary vacancies or new positions occurring in the maintenance department, but that these shall be filled in the manner and form provided in Section 2.

Section 2b Custodial and maintenance Employees working a full-time schedule in the same job classification will be given first consideration on all job bids that are full-time. Thereafter, other personnel may apply.

Section 3 Nothing in this Article shall in any manner restrict the Employer in the discharge of its legal obligation with respect to re-employment of veterans.

Section 4 An Employee's seniority shall end for the following reasons:

- a. if the Employee quits or is dismissed for just cause;
- b. if the Employee fails to return to work after a layoff within two (2) calendar weeks after being notified by registered mail by the Employer;
- c. if the Employee fails to return to work after the date set for termination of a leave of absence.

Section 5 The position of Team Leader shall be offered to a current internal employee who has been with the district for at least twelve (12) consecutive months.

ARTICLE VII – COMMUNICATION

Section 1 The Employer shall notify the Union president once a month, by inter-school mail, of all the custodial and maintenance personnel changes that occur each month. If the president has any questions he/she should call the Director of Buildings and Grounds.

Section 2 The District will provide, upon request, an updated roster of overtime to the Union or Chief shop steward that tracks overtime usage. Said roster will be provided within a reasonable time frame.

Section 3 The District will provide, upon request, a roster of the workforce. Said roster will include employee name, shift, and worksite/building location.

ARTICLE VIII – WORK SCHEDULE

Section 1 The regular work-week of forty (40) hours shall consist of five (5) consecutive eight (8) work hour days, for all full-time employees. During the period beginning with the last day of school in any given year and ending with the first day of school of the succeeding school year, the regular

work-week of forty (40) hours may consist of four (4) consecutive ten (10) work hour days.

Any leave taken during a work week consisting of four (4) consecutive ten (10) work hour days, whether paid or unpaid, shall be calculated based upon a ten (10) hour work day equaling one and one-quarter (1.25) days. By way of example, an employee working ten (10) hour days who takes sick leave for two (2) days will have his/her earned sick leave reduced by two and one-half (2.5) days.

Section 2 Time and one-half will be paid to all Employees for compensable hours in excess of forty (40) work hours per week or eight (8) work hours per day. Sick Leave does not count in the calculation of compensable hours for the purpose of determining whether or not an employee is eligible to receive overtime pay. However, if an employee is forced to work overtime (i.e. a more senior employee does not bid on the overtime) and he/she has used sick leave during his/her regularly scheduled work week, the employee shall be paid overtime. Sick leave is included as compensable time in the calculation of the forty (40) hour work week for the members of the maintenance department only.

Section 3 Each Employee shall be notified through the Employer of any outside activities in his/her area.

Section 4 No Employee shall be required to work two (2) shifts within a period of twenty-four (24) hours except in case of an emergency.

Section 5 An Employee who has completed his/her regular daily or weekly tour of duty and is called back to work from home at the request of the Employer shall receive a minimum of four (4) hours pay at the overtime rate. An early call-in shall not constitute a call-back. Any Employee who works for less than a full scheduled day through no fault of their own shall be paid for not less than the fully scheduled workday.

Section 6 Except in case of emergency, the Custodial Employee's regular daily eight (8) hour or weekly forty (40) hour schedule will not be temporarily changed.

Section 7 The Employer shall furnish all working tools used to perform the Employee's duties.

Section 8 There shall be no spreading of working hours during any workday. The day's work shall consist of the schedule hours which shall be

worked continuously with the exception of lunch periods as set forth in Section 9.

Section 9 The unpaid lunch period shall be regularly scheduled and shall be one-half hour in addition to the eight (8) hour workday.

Section 10 Any Employee who is assigned to work in a higher job classification shall receive the rate of pay for such higher job classification for the hours he/she so works. If an Employee is assigned to work in a lower job classification, he/she shall nevertheless be paid his/her regular hourly rate of pay.

Section 11 Overtime opportunities shall be posted for 3 days. If a member signs an overtime bid and is unable to work the bid, they must notify their direct supervisor in order for their name to be withdrawn.

Section 12 In the event a scheduled event is cancelled, the member will still report to work on the day that the event was scheduled to occur.

Section 13

A. Building Overtime

(a) All overtime will be posted in all buildings. Scheduled overtime in buildings, including adjacent areas to buildings where regularly assigned building personnel normally work, will be rotated among the regularly assigned building Employees on the basis of building and not District seniority. Scheduled overtime shall first be offered to Employees in the building, and then by District seniority. It is acknowledged that Custodial Supervisors have been, and will continue to be part of the building overtime rotation schedule. When no building Employee wants the overtime, the District will award the overtime to other District Employees, by District seniority, when time permits. If no employee wants the overtime, the least senior Employee working in the building where the overtime is needed, must work the overtime.

(b) When building overtime is required because of unforeseen circumstances, it will be awarded to the Employee or Employees then working in the building and/or most available to the District to cope with the situation without regard to either building or District seniority.

(c) An award of overtime on the basis set forth in Article VIII, Section 13 A (b) shall not cause an Employee to lose his/her place in the rotation of scheduled overtime.

B. Other Overtime Not Pertaining to Buildings

Other overtime will be awarded on the basis of District seniority regardless of whether the overtime is scheduled overtime or not, when the overtime is not being awarded on a building basis.

Section 14 Notwithstanding any of the language in Article VIII, Section 13, and particularly Section 13.A.(a), “outside” custodians who work overtime doing snow plowing or otherwise in the operation of motor vehicles of the Employer, shall be awarded overtime without the provisions of Section 13 applying.

Overtime awarded to “outside” custodians shall be awarded between or among them on the basis of their District seniority.

Notwithstanding any of the provisions of Article VIII, Section 13, Employees who work to prepare buildings and/or grounds for commencement ceremonies shall also be awarded the work involved during the commencement ceremonies.

Section 15 In the event the Employer is unable to fill a vacancy due to a temporary absence by assigning overtime or by using a substitute, the Employer may assign the work created by the temporary absence to an employee who is already working. The employee who is assigned additional work to cover such temporary absence shall be instructed by management as to the priority of the work to be performed, in writing (such as via the “daily log” sheets).

ARTICLE IX – HOLIDAYS

Section 1 The Employer agrees to grant the following paid holidays annually to all twelve-month custodial-maintenance Employees:

Spring Recess (according to the school calendar)	Thanksgiving Recess (including Thanksgiving Day, the day after Thanksgiving, and the Monday after Thanksgiving Day, all when school is not in session)
Memorial Day	Labor Day
Picnic Day	Winter Recess (including New Year’s Day, all when school is not in session)
July 4 th Independence Day	
Presidents’ Day (when school is not in session)	

In the event that school is in session on a holiday or an Employee is required to work on a scheduled holiday, the Employee affected shall be entitled to a paid day off to be assigned by the Employer.

Section 2 If school is in session, as determined by the Superintendent, on any of the enumerated holidays, the Union can recommend, prior to the day(s) on which the enumerated holiday(s) are to be celebrated. Final determination shall be made by the Employer.

Section 3 Except as provided in Section 5, if an Employee's day off falls on a holiday, he/she shall receive an additional day's pay or an additional day off.

Section 4 Holidays are to be considered as time worked in the computation of overtime.

Section 5 When any of these holidays occur on Saturday, the Friday immediately preceding shall be considered the holiday, or if the holiday occurs on Sunday, the Monday immediately following shall be considered the holiday, except when school is in session.

ARTICLE X – VACATIONS

Section 1 The Employer agrees to grant the following vacation schedule to all full-time, twelve (12) month custodial-maintenance Employees:

Less than 1 year	1 day per month worked (maximum 10 days)
1 year through 5 years	10 working days
6 years through 14 years	15 working days
15 years or over	16 working days plus 1 additional day per year of service to a maximum of 20 working days

Eligibility for vacation entitlement is determined as of July 1 each year.

Section 2 All twelve (12) month Employees eligible for vacation time will take their vacation in accordance with a schedule to be submitted to the Director of Buildings and Grounds or his/her designee prior to April 1 of each year. Any Employee not selecting his/her vacation by April 1 will be granted

vacation on a first come, first serve basis. The District will post the master schedule no later than May 1. The schedule of vacations submitted by the Employees will be honored except in a case of conflicts in scheduling or emergencies, in which case final decision will be made by the Employer. During the weeks of summer cleaning, no more than four (4) additional employees will be granted vacation on any given day and vacation will be granted based on district need, and not by the building the employee is normally assigned to. Additionally, vacation will not be granted during the two weeks before the first day of school or the one week after the last day of school.

Section 3 If a holiday as set forth in Article IX of this Agreement occurs during an Employee's vacation period, he/she shall be granted an additional day of vacation with full pay, or an additional day's pay at the option of the Employer.

Section 4 Vacation days must be used within eighteen (18) months of the July 1 entitlement date set forth in Section 1 herein above. Failure to use any such vacation days within the eighteen (18) month period will result in loss of any such days without provision of additional compensation in lieu of receiving paid time-off.

ARTICLE XI – LEAVE OF ABSENCE

Section 1 Any Employee who has been continuously in service with his/her Employer and holds a one (1) year service credit shall be entitled to a leave of absence with proper proof of physical disability not to exceed ninety (90) calendar days except by mutual agreement between the Employee and his/her Employer. An entitlement to an extension of the leave of absence for up to an additional ninety (90) calendar days will be based upon proof of continued physical disability as determined by medical personnel selected by the School District. The determination of proof of physical disability for granting an extension of the leave of absence will reside exclusively with the medical personnel selected by the School District. Any such leave of absence will be without pay and shall also operate as a leave of absence from retirement rights and life insurance benefits except that said Employee shall have the right to continue said benefits at his/her expense if permitted by the carrier to do so. Health and welfare benefits will be provided according to Article XIV, Section 1, 2, and 3, to twelve-month Employees. The Employer may request reasonable proof of physical disability and reasonable proof that the Employee will be able to return to duty within a time for which the leave is granted.

Section 2 **Bereavement Leave**

Employees covered by this Agreement shall receive death in family paid leave as follows:

- a. A maximum of three (3) days of leave will be granted for a death in the immediate family; including parents, siblings, spouse, child, grandparent, grandchild, parent-in-law, child-in-law, sibling-in-law, or near relative residing in the same household as the employee, or any person with whom the employee has made his/her home. When special circumstances so dictate, this may be extended to five (5) days upon pre-approval of the Superintendent or his/her designee.
- b. A maximum of two (2) days for the death of a near relative. A near relative shall be defined as first cousin, a parent's sibling, or sibling's child.
- c. A maximum of one (1) day for the death of a friend with bonds so close that good taste demands attendance at the funeral.

The Administration will require notification of the relationship between the deceased and the employee.

Such time will not be deducted from sick leave.

In cases involving immediate family as identified in paragraph 1 and when funeral/memorial arrangements are delayed, these days may be taken at a later time when verification is provided to the Superintendent or his/her designee.

Section 3 When a full-time Employee's absence is due to injury incurred in the course of employment, the School District will pay such Employee the difference between his salary and workers' compensation for a maximum period of four (4) consecutive months. The Employer will offset such payment against available sick leave on a one-for-one basis. The Employer may require reasonable proof of physical disability sufficient to justify the Employee's absence from work for the period claimed.

Section 4 Leaves of absence for other reasons may be granted only by mutual agreement between the Employer and the Employee.

Section 5 By reason of such leave of absence, the Employee shall not forfeit any accrued rights under this Agreement.

Medical Insurance will be paid by the School District in accordance with any Employee medical insurance contributions as defined by the Agreement, during the first six (6) months while an Employee is receiving workers' compensation benefits.

Accrued Sick Days, Holiday, and Vacation Days While Receiving Workers' Compensation Insurance: Sick days, holidays, and vacation days will continue to accrue for the first four (4) months while an Employee is receiving workers' compensation insurance benefits.

Section 6 Whenever an Employee has served on jury duty, he/she shall receive on a daily basis the difference between the wage as a juror and that as an Employee of the District if the latter is greater.

Section 7 Employees with over one year of service shall be granted four personal days in each year of this Agreement. Personal days are subject to the following conditions:

- a. three (3) days' notice must be given to the immediate supervisor and the Director of Buildings and Grounds or his/her designee.
- b. must be approved by the immediate supervisor. If immediate supervisor disapproves, the Employee may appeal to the Director of Buildings and Grounds. The decision of these individuals is final.
- c. up to three (3) unused personal days are subject to carry over to the next fiscal year as sick days.
- d. personal days may be taken on any day.

The intent of these days is to provide time off for the Employee to perform duties and functions that can only reasonably be performed during regular working hours. The use of these days are not intended for vacation or travel.

Section 8 The Employer shall provide eligible Employees with job-protected leave for certain family and medical reasons, in accordance with the Family and Medical Leave Act (FMLA).

ARTICLE XII – SICK LEAVE

Section 1 Absence without loss of salary for regular Employees covered by this Agreement shall be allowed for a period not to exceed twelve (12) days because of personal illness or injury during each year. The unused sick leave allowance at the end of the year will accumulate to the credit of the Employee. Any employee hired who previously worked for another Pennsylvania Public School District immediately prior to Keystone Oaks, shall be eligible to transfer no more than twenty-five (25) sick days from their prior employer.

Section 2 Sick leave shall be applicable only if the Employee is ill on days during which he/she normally is scheduled to work and not actually receiving workers' compensation. Pay for sick leave shall be at the rate of pay which the Employee would have received had he/she worked his/her regular straight time schedule that day.

Section 3 An Employee who wishes to use sick leave must, except in an emergency, provide at least three (3) hours' notice of his/her absence to the Custodial Supervisor to which he/she is assigned, prior to the beginning of his/her regularly scheduled shift. The Employer may require reasonable proof of physical disability sufficient to justify the Employee's absence from work should the employee be absent for three (3) or more consecutive days.

Section 4 If the Employee is absent on paid sick leave and a holiday occurs, he/she shall receive the holiday pay and the day shall not be charged against his/her sick leave credits.

Section 5 The Employer will pay health and welfare benefits as provided in Article XIV, Section 1, 2, and 3, to eligible Employees up to a maximum period of one-hundred eighty (180) days if the Employee also meets the requirements for extended sick leave because of a physical disability under the provisions of Article XI, Section 1.

Section 6 The Employee may use sick days to care for the illness, injury, or disability of the employee's spouse, parent, or child. The District may require reasonable proof of the family member's illness, injury or disability.

ARTICLE XIII – GRIEVANCE PROCEDURE

Section 1 **Definitions**

Grievance: A Grievance is a dispute arising out of the interpretation of the provisions of this Collective Bargaining Agreement.

Section 2 **Submission of Grievance:** A Grievance shall be deemed invalid unless filed within the time limits established.

Section 3 Grievances shall be processed in the following manner:

Step 1 The Employee will first take his/her Grievance up with his/her immediate supervisor not later than ten (10) calendar– days after the Employee reasonably should have knowledge of the event or condition giving rise to the Grievance. He/she may be accompanied by his/her steward if he/she so desires. Every effort shall be made by the aggrieved and the immediate supervisor to resolve the Grievance. In any case, where the Grievance involves a matter beyond the control of the immediate supervisor, he/she will see that the problem is brought to the attention of the appropriate supervisory officials who do have the authority to adjust the issue. Failing to satisfactorily resolve the Grievance, the Employee will reduce the Grievance in writing on a Grievance form (in triplicate) and submit the form to his/her immediate supervisor within ten (10) calendar days from the date of the discussion between the Employee and the supervisor. The supervisor shall comment within five (5) calendar days and forward three (3) copies to the Employee. The Employee is responsible to initiate any further action. The Employee must submit his/her request for the second step to the Superintendent of Schools within ten (10) calendar days of receipt of the supervisor’s reply or the Grievance is considered resolved.

Step 2 An unresolved Grievance shall be discussed with the Superintendent of Schools by the aggrieved Employee within ten (10) calendar days from the date the employee submitted his/her request for the second step. He/she may be accompanied by his/her steward and Union representative (business agent). Failing to satisfactorily resolve the Grievance for this informally, the Superintendent of Schools will submit an answer in writing on the Grievance form within five (5) calendar days of the meeting and forward three (3) copies to the aggrieved Employee. The Employee is responsible for initiating action for Step 3 within ten (10) calendar days of receipt of the reply or the Grievance is considered resolved.

Step 3 An unresolved Grievance shall be discussed at a meeting of a committee representing the Employer and all persons concerns. The Employee may be accompanied by his/her Union steward, local chairman, and Union representative (business agent), or any

designee considered appropriate by Union officials. The committee representing the Employer shall comment on the Grievance form in writing within ten (10) calendar days of the meeting, returning the original to the Employee, one (1) copy to the Union headquarters, SEIU, Local 32BJ and retaining one copy for the Employer's files. The Employee is responsible to initiate any further action with the Union within ten (10) calendar days of the receipt of the reply or the Grievance is considered resolved.

Step 4 If the grievant is not satisfied with the committee's decision, he/she may within fifteen (15) calendar days after the Step 3 decision, request in writing that the Union submit the Grievance to arbitration. If the Union desires, it may submit the Grievance to arbitration within fifteen (15) calendar days. The parties shall then be bound by the provisions of the Public Employees Relations Act 195. If the parties cannot agree on a third party to decide the matter, it will then be forwarded to the Director of State Mediation who will be requested to submit the names of five (5) disinterested persons qualified and willing to act as impartial arbitrators. From such list, the Union shall strike one name then the District shall alternately strike one name until four (4) names have been eliminated and the person whose name remains on the list shall be the one selected to act as the impartial arbitrator.

The arbitrator shall submit his/her decision, in writing, within thirty (30) calendar days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the Employee involved and upon the parties to this Agreement.

The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of the Agreement, but must interpret the contract as it stands using the explicit language as stated. All terms and conditions of employment not covered directly and specifically within the four corners of this Agreement shall continue to be subject to the District's direction and control.

The costs for services of the arbitrator shall be borne equally by the Union and the Employer. Any other expenses incurred shall be borne by the party incurring same.

The remedies proposed for arbitration in the Agreement shall be exclusive so that neither the Union nor member of the bargaining unit shall be permitted to pursue remedies outside of the Grievance process herein outlined.

Any aggrieved Employee may be represented at all stages of the Grievance procedure by a designated Union representative.

All Grievance activity beyond Step 1 shall be conducted outside normal working hours at a mutually convenient time. If the Employer agrees to hold the meeting during working hours of the grievant, all work assigned to Union personnel during that shift must be completed at no additional cost to the District.

ARTICLE XIV – FRINGE BENEFITS

Section 1 Medical Insurance

The School District shall provide continuing health insurance under the Allegheny County Schools Health Insurance Consortium (ACSHIC) to all 12-month employees during the term of this agreement.

Each bargaining unit employee who accepts the EPO medical insurance agrees to contribute the following amounts toward the cost of coverage:

2021-2022	9% of premium
2022-2023	10% of premium
2023-2024	11% of premium
2024-2025	11.5% of premium
2025-2026	12% of premium

Bargaining unit members may choose to elect the PPO Plan but will pay the difference between the costs of the two plans in addition to the premium contribution toward the EPO Plan as stated above.

The District shall arrange to have this payment deducted on a pre-tax basis.

A. Spousal Medical Coverage

The District will reimburse any employee who voluntarily deletes medical/dental coverage or dental coverage, only because of other spousal coverage received from a source other than the Keystone Oaks School District, the following amount each year:

1. Delete family or dual medical– 1/3 of the premium cost of the plan for which the employee would be eligible for each year of the Agreement.
2. Delete medical but keep dental – 1/3 of the premium cost of the plan for which the employee would be eligible for each year of the Agreement.
3. Delete only dental coverage – 1/3 of the cost of the premium plan for which the employee would be eligible for each year of the Agreement.

Applications must be submitted to the Business Office prior to July 1.

Any employee who deletes coverage and later finds it necessary to reinstate coverage can do so at any time provided that the need for reinstatement is due to a qualifying event under the terms of the Insurance Policy. As a result, the stipend will be paid in June of each year by separate check. The stipend will be prorated when necessary.

Special situations that arise will be handled in an equitable manner.

Section 2 Dental Insurance

During the term of this Agreement, the District agrees to provide individual or full family dental care insurance to all full-time, 12-month Employees under this Agreement under the Blue Cross/Blue Shield Dental Program as offered by ASCHIC, and subject to any riders which may be available under the policy.

Each bargaining unit employee who accepts dental insurance agrees to contribute a percentage of the annual premium that is equal to the percentage paid towards medical insurance. Payments shall be on a pro-rata deduction basis during the year. The District shall arrange to have this payment deducted on a pretax basis.

Section 3 Vision Insurance

During the term of this Agreement, the District agrees to provide individual or full family vision care insurance to all full-time, 12-month Employees under this Agreement through the ASCHIC provided insurance.

Each bargaining unit employee who accepts vision insurance agrees to contribute a percentage of the annual premium that is equal to the percentage

paid towards medical insurance. Payments shall be on a pro-rata deduction basis during the year. The District shall arrange to have this payment deducted on a pretax basis.

Section 4 The District will provide 5 pullover shirts and 5 t-shirts per year per employee. One of these shirts must be worn on a daily basis. The District will also provide a \$65 clothing allowance per year to all regular full time custodial-maintenance employees. **This allowance will be paid no later than July 30th.** This allowance will be prorated for new employees.

Safety Clothing Allowance

The District agrees to reimburse each Maintenance Employee up to \$250.00 each year, for safety clothing and items purchased for, and used in, the performance of his/her job duties for the District, upon submission of appropriate receipts to the Director of Buildings and Grounds or his/her designee.

Section 5 The Board shall furnish a term life insurance policy to each regularly assigned Employee in the amount of \$25,000.

The Board will provide the opportunity for retired Employees to continue \$25,000 term life insurance coverage upon commencement of retirement at or between age 62 and age 65. Employee must enroll within thirty days after retirement. Eligibility ceases when Employee reaches his/her sixty-fifth birthday. Terms of coverage, increase in premium payment and right of cancellation shall be determined solely by the carrier. The Employee waives all rights in relation to these items.

District responsibility is limited to collection and transmittal of premium payment and proper enrollment of eligible Employees. Failure to promptly pay premium on schedule will result in termination of coverage.

Should the District change carriers, the retired Employee agrees to be bound by the terms of coverage provided by the new carrier.

In no case, and under no circumstances, shall the District be liable for payment of any benefit or be required to provide a cash settlement to the decedent's estate, if the carrier refuses to provide the stated benefit. Disputes over premiums and/or benefit claims are between the Employee and his/her estate and the insurance carrier and shall not be subject to the Grievance procedure.

Section 6 Employees eligible for retirement under the provisions of the Public School Employees Act shall submit to the Superintendent written notification six (6) months in advance of the intended retirement date.

This limit is subject to waiver by the Superintendent upon Employee request, provided the Employee notifies the District no later than six months prior to the date of retirement.

Upon retirement, an Employee shall be compensated for unused and accrued sick leave at the rate of \$25 per day, said total amount to be deposited into a 403(b) financial plan.

It is understood and agreed to between the Employer and the Union that in no event shall this amount exceed a maximum of \$4,500; further, it is provided that in the case of an Employee retiring whose accrued sick leave multiplied by the rate of \$25 is less than \$1,000, the Employer shall add to the benefit paid for unused sick leave that amount of money necessary to give such an Employee a minimum payment for unused sick leave of \$1,000 provided the Employee retiring has a minimum of five years of service with the District. In the event the Employee is terminated for cause, Employee shall not receive any compensation for any unused sick days and/or vacation days which had been transferred to the District from a previous employer.

Section 7 **Disability Policy**

The District shall provide full-time permanent Employees with disability income protection under the same terms and condition, as those which have been, or may be, established for full-time permanent teachers employed by the District.

ARTICLE XV – PERSONNEL FILE

An Employee shall have the right, upon request, to review the contents of his/her personnel file. In the event any derogatory material is placed in the Employee's file, the Employee shall have the right to file a written response to such derogatory material, which response shall also be placed in the Employee's personnel file. Employer agrees not to maintain separate or alternate personnel files.

ARTICLE XVI – PRINTING OF AGREEMENT

Copies of this Agreement shall be duplicated at equal cost to the Board and the Union within thirty (30) days after the Agreement is signed. The Agreement

shall be presented to all Employees now employed and hereafter employed within thirty (30) days of their date of initial hire.

ARTICLE XVII – WAGES

Wages shall be paid in accordance with the following:

All current employees who are below the career level set forth below, and who are eligible to receive a pay increase at the start of each work year shall receive an increase of the employee's current base annual rate as follows:

2021-2022	3.75%
2022-2023	3.25%
2023-2024	2.75%
2024-2025	2.5%
2025-2026	2.75%

The career level salaries and maintenance entry level salaries listed herein below shall be increased each year of this Agreement by 2.00%.

The entry level custodial salaries listed herein below shall be increased as follows:

2021-2022	3.5% (included below)
2022-2023	3.0%
2023-2024	2.5%
2024-2025	2.0%
2025-2026	2.0%

Any employee who would otherwise receive a raise which would place the employee's wage rate above the career level rate which then exists shall only receive the then applicable career rate from that point forward.

At the outset of this Agreement, the District has four (4) outside custodial positions. Outdoor positions will be paid a premium as set forth below. When vacancies occur in these positions, the District shall post the positions in

accordance with the bidding procedure in this section and award the position to the most senior qualified Employee. If an Employee bids out of an outdoor custodian position, he/she will relinquish the premium rate as set forth below. The positions will be filled by a current member of the bargaining unit among those expressing an interest in the position.

Outdoor positions will be paid a premium as follows:

2021-2022	\$0.50
2022-2023	\$0.60
2023-2024	\$0.70
2024-2025	\$0.75
2025-2026	\$0.75

Maintenance employees with one or more trade certification or License will be paid a premium of one dollar and twenty-five cents (\$1.25) per hour.

In the event any bargaining unit Employee is assigned to perform non-bargaining unit work, he/she shall be compensated for such hours of work at the rate of two dollars (\$2.00) above his/her normal hourly rate of pay.

Entry-level salaries are established for the 2021-2022 school year as:

Custodial	\$29,459.00
Maintenance	\$41,471.00

Career-level salaries are established for the 2021-2022 school year as:

Custodial	\$44,571.00
Maintenance	\$58,367.00

ARTICLE XVIII – STANDARD OF WORK

Section 1 The Custodial Supervisor will make closer and more frequent inspections of the quality of custodian's work if written or verbal complaints are received.

Section 2 If the work performed by a regular Employee does not meet the standard of cleanliness for that building as determined by the Custodial Supervisor as a result of written complaints, then the Custodial Supervisor

will meet with the Employee to discuss and instruct the Employee in the use of proper procedures. If the Employee disagrees with the determination of the Custodial Supervisor, he/she shall have the right to appeal the determination to the Director of Buildings and Grounds, or his/her designee, whose decision shall be final. If the appeal is unsuccessful and improvement is not noted within one month, the Employee will be subject to disciplinary action.

Section 3 If a subsequent work deficiency occurs, the process in Section 2 will be repeated.

**ARTICLE XIX – MISCELLANEOUS –
SEPARABILITY,
VOLUNTARY POLITICAL CONTRIBUTION,
CREDIT UNION**

A. Separability

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Credit Union

The District agrees to provide payroll deduction of ALCOSE Credit Union payments for savings and/or loan payments for any custodial-maintenance Employee.

Participation is voluntary and will be instituted only after ALCOSE provides authorization for such a deduction.

The role of the District shall be to make deductions when notified by the ALCOSE Credit Union and forward such money to ALCOSE.

No liability shall accrue against the Employer as a result of this except to the extent of money actually deducted from Employees' salaries.

C. Voluntary Political Contributions

The Employer agrees to deduct no later than the first payroll of each month from the wages of the employee their voluntary contribution to the SEIU Local 32BJ *American Dream Fund* and shall at the same time remit it immediately said monies to the Union together with a list of

employees' names for whom such deductions have been made and the amounts thereof. Deductions for the *American Dream Fund* will only be made for those employees who have filled out an *American Dream Fund* deduction card that designates the amount to be deducted. (A copy of the card will be added to the appendix). A check will be issued to SEIU Local 32BJ *American Dream Fund* which includes the aggregate deduction of all employees authorizing check off of political contributions, together with an itemized statement for the month the deductions are made. The Union shall notify the Employer in writing of the name of the person (together with his/her title and address) to whom the check should be sent, and any changes concerning this information.

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

D. Leave of Absence for the Conduct of Union Business

Upon proper written application to the Keystone Oaks School District, the District may grant leaves of absence with pay to members of the bargaining unit for the conduct of Union business, to attend Union conferences or conventions, or to serve as full-time employees of the Union. To the extent permitted by law, employees granted such full-time leaves of absence shall retain all insurance and other benefits, including pension participation, and shall continue to accrue seniority for salary increments as though they were in regular service. Upon return to service, such employee shall be placed on the assignment which he/she left or on a similar assignment with all accrued benefits and increments that he/she would have earned had he/she been on regular service. Such leaves of absence may not exceed a period of one (1) year, unless extended by mutual agreement between the District and the Union. The Union shall reimburse the District for all payroll, pension, and other benefit costs incurred for the employee during the time of the union leave of absence on either a weekly or monthly basis, as mutually agreed between the District and the Union.

- E. The District shall grant up to two (2) current shop stewards up to two (2) days off with pay each year for the purpose of attending shop steward training classes. The Union will provide the District with a minimum of two (2) weeks advance notice for such trainings.

ARTICLE XX – TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2021 through and including June 30, 2026 or until such later date as may be mutually agreeable to the parties. Such mutual agreement is to be expressed as an amendment to this Agreement.

ARTICLE XXI – WAIVERS

The parties agree that all negotiable items presented have been discussed during the negotiations leading to this Agreement and that no additional negotiations in Agreement will be conducted on any item whether contained herein or not, during the life of the Agreement unless mutually agreed to in writing by the parties. The Employer and the Union agree that this Collective Bargaining Agreement embodies their entire settlement and that no agreements with regard to wages, hours, and other terms and conditions of employment exist independent of this Collective Bargaining Agreement.

(Signatures of Parties on Next Page)

IN WITNESS WHEREOF of the parties have hereto executed this Agreement this 16th day of March, 2021.

KEYSTONE OAKS SCHOOL DISTRICT

**SERVICE EMPLOYEES' INTERNATIONAL
UNION AFL-CIO**

BY 

President of the Board

BY 

Negotiating Team Member

BY 

Board Secretary

BY 

Negotiating Team Member

