

**CONTRACT AGREEMENT**

By and Between the

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ**

and the

**PLUM BOROUGH**

**SCHOOL DISTRICT**

Effective July 1, 2017 through June 30, 2020

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**AGREEMENT**

This COLLECTIVE BARGAINING AGREEMENT, made this 1st day of July 2017, between the PLUM BOROUGH SCHOOL DISTRICT, of the County of Allegheny Commonwealth of Pennsylvania, hereinafter referred to as the EMPLOYER and the SERVICE EMPLOYEES INTERNATIONAL UNION - LOCAL 32BJ, hereinafter referred to as the BARGAINING AGENT.

**WITNESSETH:**

I. **RECOGNITION**. The Service Employees International Union - Local 32BJ is hereby recognized by the Employer as the exclusive bargaining agent for the School District's full-time and part-time cafeteria employees as per certification of the Pennsylvania Labor Relations Board PERA - R - 416 - W dated 26 April, 1972.

A full-time employee is defined herein as one who is normally scheduled to work five (5) or more hours per day. A regular part-time employee is defined herein as one who is normally scheduled to work less than five (5) hours per day. A substitute or temporary employee shall not be included in the bargaining unit and is defined herein as any person who is hired as a replacement for a full-time or part-time employee who is on sick leave or other approved leave of absence and who is expected to return to employment.

Employees regularly scheduled to work twenty-five (25) hours or more per week but less than forty (40) hours per week shall receive all benefits set forth in this Agreement.

II. **TERM OF AGREEMENT**. This Agreement shall begin on July l, 2017, and shall continue in effect until June 30, 2020, or until such later date as the parties may hereafter agree to be the extended ending date. Any extended date shall be evidenced by an executed amendment to this Agreement in writing.

III. **NO STRIKE - NO LOCK OUT PROVISIONS.** The parties hereto agree to abide faithfully by the provisions of the Public Employees Relations Act, hereinafter called the Act. As a condition of the various provisions of this Agreement, the Bargaining Agent agrees and pledges that members of the Bargaining Unit shall not engage in a strike as that term is defined in the Act during the term of this Agreement, and the Employer agrees and pledges that it will not during the term of this Agreement conduct, or cause to be conducted, a lock out.

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IV. **RIGHTS OF THE EMPLOYER.** The Employer shall retain the exclusive right to manage the schools of the Plum Borough School District, Allegheny County, Pennsylvania, and their operation, and to direct their employees. The right to manage

the schools and direct the employees includes the right to hire, promote, transfer, direct, discharge, or discipline for cause, and to maintain discipline and efficiency of the employees subject to the grievance procedure.

This right shall be the sole right or responsibility of the Employer, except that members of the Bargaining Unit shall not be discriminated against as such nor shall there be discrimination against any employee or applicant for employment on account of race, color, sex, age, disability or national origin.

V. **WAGES AND SALARY PROVISIONS.** The parties hereto agree that wages and salaries pursuant to this Agreement are as set forth in Appendix A of this Agreement, and that the schedule of wages and salaries set forth shall be the schedule which shall remain in force for the period of this Agreement.

If the term of this Agreement shall be extended as provided in Section II and if mutually agreed upon changes result from an extension, then a revised Appendix A shall be executed by the parties and attached to and made a part of this Agreement.

VI. **OTHER EMPLOYEE BENEFITS.** The parties hereto agree that other employee benefits pursuant to this Agreement are as set forth in Appendix B of this Agreement.

Any changes in other employee benefits to which the parties may agree as provided in Section II shall be evidenced by a revised Appendix B, executed by the parties and attached to and made a part of this Agreement.

VII. **HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT.** The parties agree that hours of work and other conditions of employment pursuant to this Agreement are as set forth in Appendix C of this Agreement.

Changes in hours of work or other conditions of employment to which the parties may agree as provided in Section II shall be evidenced by a revised Appendix C, executed by the parties and attached to and made a part of this Agreement.

VIII. **SEVERABILITY CLAUSE**. If any provision of this Agreement is declared void and unenforceable, then such provision shall be severed from this Agreement, together with any part of this Agreement affected by such severance, however, all other remaining provisions of this Agreement shall continue in full force and effect.

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IX. **PRINTING AGREEMENT**. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all members of the Bargaining Unit.

X. **GRIEVANCE PROCEDURE.** The parties hereto agree that grievances, which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure as set forth in Appendix D of this Agreement.

XI. **NEGOTIATIONS.** The parties agree that all items have been discussed during the negotiations leading to this Agreement, and that this Agreement is in settlement of their negotiations and is the entire Agreement, and except as otherwise provided by the Public Employees Relations Act, additional negotiations will not be conducted on any item of this Agreement during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Collective Bargaining Agreement.

ATTEST:

**PLUM BOROUGH SCHOOL DISTRICT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board Secretary President

**SERVICE EMPLOYERS INTERNATIONAL UNION - LOCAL 32BJ**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Union Representative Consultant, SEIU Local 32BJ - Peter Schmidt

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**APPENDIX A**

**WAGE AND SALARY PROVISIONS**

Members of the Bargaining Unit shall receive the following hourly wages during the term of this Agreement:

|  |  |  |
| --- | --- | --- |
| School Year 2017-18 | School Year 2018-19 | School Year 2019-2020 |
| $14.70/hr. | $14.85/hr. | $15.00/hr. |

Employees substituting for the Cook Manager shall receive an additional $2.00 per hour at the elementary, $2.00 per hour at the JHS, and $2.00 per hour at the SHS (7 hours at elementary and junior high schools and 8 hours at senior high school). The Substitute Cook Manager will complete all bookwork and ordering for the day’s substituted.

**I. OVERTIME.** Time and one-half (1½) shall be paid to all employees for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

**II. QUESTIONS ON SALARY PAYMENTS.**  All questions concerning salary payment shall be directed to the Cafeteria Office.

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**APPENDIX B**

**OTHER EMPLOYEE BENEFITS**

**I. LIFE INSURANCE.** Employer shall provide $25,000.00 A.D & D. Life term insurance for all full-time employees and all part-time employees upon the completion of one (1) year of service.

**II. HEALTH AND ACCIDENT INSURANCE.** Employer shall provide a $250 per month protection plan beginning with the first day of an accident and with the eighth day of incapacitation due to sickness for all full-time employees and part-time employees upon the completion of one (1) year of service. Employees may obtain additional coverage at their own expense.

**III. HOSPITALIZATION AND SURGICAL BENEFITS.** Employer shall provide managed care hospitalization and surgical benefits based on the Allegheny Intermediate Health Care Consortium recommended plan including all deductibles and prescription co-pays for all full-time employees and their dependents. All current employees whether receiving benefits or not receiving benefits, but hired prior to 7/1/01 will be required to pay for their actual health care benefits costs for the months of July and August according to the District’s cost for those services when they become eligible to receive those benefits. This charge will be back charged and spread over the subsequent 10-month period. (Ex: $500/mo. X 2 mo. = $1000/year = $100/month deducted over the next 10 months).Any employee hired prior to 7/1/01 will be eligible for single coverage for the first calendar year of service as a full time employee. After that first calendar year of service these employee’s are eligible to receive the coverage of their choice at the employer’s expense: single, married, family, parent with child/children. If the employee’s spouse has the same coverage with another Employer at no expense to the employee’s spouse, then the above benefits shall not be provided. The effective opening date for this program is July 1. Any employee hired into the District after 7/1/01 will be required to pay for two months of health care costs detailed above should they be eligible for those benefits and only be eligible for single health care coverage during the life of this agreement. Additional coverage can be purchased at the employee’s expense at the employer’s cost. Changes in types of coverage may be made at any time, as may transfers between different groups of the same representative company, however, employees not covered by the representative company may only join at reopening date (July 1). Notices to this effect must be given to the Business Office by June 15.

Part-time employees may participate in the hospitalization program at no cost to the employer.

**IV. RETIREMENT INCENTIVE**  Any full-time employee who retires with the PSERS System at age fifty-five (55) or older with fifteen (15) years of continuous service in the Plum Borough School District Cafeteria Department immediately prior to retirement before July 1st, shall receive either five thousand dollars ($5,000) payable on the first available pay date after July 1st, following effective date of their retirement, or three thousand dollars ($3,000) payable the first available pay

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date after July 1st, following effective date of their retirement and an additional three thousand

dollars ($3,000) payable no later than March 15th of the following year. If the employee retires on

or after July 1st of the year, the first payment will occur on or before December 15th and the second payment will occur no later than March 15th of the following year.

**V. EYE CARE.** The Employer shall provide an eye care program for all full-time employees and their dependents based on the Allegheny Intermediate Health Care Consortium recommended plan, including all deductibles and prescription co-pays. New full-time employees will only receive individual coverage for the first calendar year of service as a full-time employee.

**VI. DENTAL PROGRAM**. The Employer shall provide a dental program to all full-time employees and their dependents identical to the teachers dental plan. New full-time employees will only receive individual coverage for the first calendar year of service as a full-time employee.

**VII. BENEFIT COVERAGE.** Employees on approved sick and accident leave shall be covered by all fringe benefits for a period of one calendar year. However, any employee on a leave of absence due to an injury received on the job shall be covered by all fringe benefits for a period of two calendar years.

**VIII. WORKER'S COMPENSATION.**  All school employees are covered by Worker's Compensation. School personnel injured in the course of their employment shall, within twenty-four (24) hours of the injury, report the accident to the Facilities Department and complete the necessary reports to be eligible for compensation. All school employees are covered by Worker’s Compensation according to law.

The person injured should not make any payment to the attending physician as the physician's bill is paid by the Insurance Carrier.

**IX.** **FAMILY AND MEDICAL LEAVE ACT**. Family and medical leaves are available as provided by the Family and Medical Leave Act.

**X. TAX SHELTERED ANNUITIES.** Employees in the unit may obtain a tax sheltered annuity plan from any one of the representative companies. No employees shall be contacted by a company representative in our schools during the employee's work day.

The employee may withdraw at any time if a written request is submitted to the Business Office.

**XI. UNEMPLOYMENT COMPENSATION.** The Employer agrees to participate in an unemployment compensation program so as to provide that all members of the Bargaining Unit are covered by standard unemployment compensation benefits, effective January l, 1978.

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**XII. PAYMENT FOR ACCUMULATED SICK LEAVE.** Upon retirement **within the PSERS System**, full-time employees are eligible to receive $25.00 for accumulated unused sick days earned on or before 6/30/01***.*** This rate for full-time employees will increase to $30.00 for accumulated unused sick days earned after 6/30/01.Part-time employees are eligible to receive $20.00 for accumulated unused sick daysearned on or before 6/30/01. This rate for part-time employees will increase to $25.00 for accumulated unused sick days earned after 6/30/01. If an employee dies in service, payment due shall be made to the employee’s designated beneficiary.

**XIII. DUES DEDUCTION.** Employer shall make monthly deductions for dues and submit such payments to the treasurer of the Bargaining Agent. The Bargaining Agent shall provide within five (5) working days, after the probationary period, a signed authorization card from the employee for the purpose of dues deduction.

Union Security and Check Off:

Members of the Union shall be required to pay the Union’s periodic dues and initiation fees as a condition of continued employment. Upon receipt by the Employer of a letter from the Union’s Secretary-Treasurer requesting the discharge of a member because s/he has not satisfied the membership obligations set forth hereunder, the employee shall be discharged within fifteen (15) days of the letter if prior thereto s/he does not take proper steps to meet the obligations.

The Employer agrees to deduct the Union’s monthly dues, initiation fees, assessments, and American Dream Fund contributions from the pay of each Union member from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Monthly dues deductions will be made from the pay for the first full pay period worked by the employee following the receipt of the authorization, and thereafter will be made from the first paycheck each month that the employee receives. 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.

Employees who are not members of the Union shall be subject to a fair share fee, as provided for in the 71 P.S. section 575 et seq. and any amendments thereto. Authorization from nonmembers to deduct such fees shall not be required. The amounts to be deducted for each nonmember shall be certified to the Employer by the Union. The Employer shall deduct and remit fair share fees to the Union in the same manner as regular dues.

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**XIV. VOLUNTARY POLITICAL CONTRIBUTIONS.**

Section 1. The Employer hereby agrees to honor voluntary contribution authorizations from its employees who are Union members in the following form:

“I hereby authorize the Employer to deduct from my pay the sum of $\_\_\_\_\_\_ from each of my regular paychecks and to forward that amount to the SEIU Local 32BJ ADF. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the SEIU ADF are not conditions of membership in the Union or of employment with the Employer and that the SEIU ADF will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.”

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, by the twentieth (20th) of the month following the month in which 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.

Section 2. 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.

**XV. SICK LEAVE PROVISIONS.** Full-time employees shall be granted eight (8) days of sick leave, part-time employees shall be granted seven (7)days of sick leave by Employer per year. These days are cumulative without limit and all of the days may be used in the course of one school year. Sick days shall be prorated if employment begins or terminates during the school year.

A statement\* signed by the employee shall be required for all days of absence.

A certificate signed by the attending physician shall accompany the employee's statement for three (3) consecutive days of absence because of illness. Payroll deduction shall be made if the employee fails to submit a physician's statement with the Notification of Absence Form.

**XVI. DEDUCT DAYS DO NOT EXIST**. Deduct days do not exist in the Plum Borough School District, but if the employee has a legitimate reason for needing to be off work, after the employee has utilized all their contractual leave days, the Superintendent or his designee will, as appropriate, grant that unpaid leave.

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**XVII. PERSONAL DAYS.** Full-time employees receive two (2) personal days per year and part-time employees receive two (2) personal days per year. These days are in addition to the sick days. When possible, advance notice shall be given to the Director of Food Services. The use of a personal day before, or after, a scheduled holiday, shall be subject to management’s discretion. A statement\* marked Personal, signed by the employee, is acceptable for such leave. These days are cumulative as sick days. Personal days are to be granted for full days only. Personal days shall be prorated if employment begins or terminates during the school year.

*\* Denotes - "Notification of Absence Form" which shall be returned to the*

*Building Office by the employee immediately upon return to duty.*

**XVIII. DEATH IN FAMILY.** Absence without loss of salary shall be allowed for all employees for a period of five (5) days upon the death of a father, mother, son, daughter, husband and wife; three (3) days for brother, sister, parent-in-law, grandchild, daughter or son-in-law, or near relative who resides in the same household, or any person with whom the employee is making his or her home.

Absence without loss of salary shall be allowed for a period not to exceed one (1) day on the day of the funeral of a near relative. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

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**XIX. PAYMENT.** All members of the Bargaining Unit shall be paid twice a month, and the Business Manager of the Employer shall make the proper deductions for Federal, State, and Local Taxes.

With the consent of each member of the Bargaining Unit, monthly deductions shall be made for Health and Accident Insurance and Tax Sheltered Annuity.

Miscellaneous and additional pay requests must be submitted to the Cafeteria Office by the sixteenth (16th) of the month and shall be paid at the end of the month.

There shall be a service charge of $10.00 for a stop payment for a lost payroll check and re-issuance of a new check provided the check was delivered by a designated official from the Business Office.

**XX. LEAVE OF ABSENCE.** Any member of the Bargaining Unit who has been employed for at least one (1) year shall be entitled to a leave of absence without pay upon proper proof that the leave is required because of personal needs or physical disability. The leave of absence shall not exceed twelve (12) work-weeks excepting that it may be extended upon agreement of the employee and the employer. The Employer may require reasonable proof that the employee will be able to return to employment within the time in which the leave is requested. Seniority shall accrue during the leave.

Upon approval of a leave as referenced above, the Employer shall offer, on a district-wide seniority basis, any five-hour position to the most senior employee in the district. If the most senior employee refuses these hours, the next most senior employee, etc. shall be offered these hours. The most senior employee who accepts the temporary vacancy will not receive full-time benefits and will return to their original position when the full-time employee returns from the approved leave. A substitute will work the hours in the part-time position, which is vacated.

**XXI. CHANGE OF ADDRESS AND MARITAL STATUS.** When an employee changes his or her address, telephone number, or marital status, the Business Office shall be notified immediately.

**XXII. JURY DUTY.** Any employee who has been called to Allegheny County, or Federal Grand Jury, or Petit Jury duty shall be compensated by the Employer the amount of money necessary to equal the differences 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 or she 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 by a jury duty notice of summons and the amount of pay received for such service. When an employee receives notice that he or she is to report for jury duty, he or she shall notify his or her Supervisor immediately.

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**XXIII. JUST CAUSE**. Employer shall not discharge or suspend any employee without just cause.

**XXIV. MAINTENANCE STANDARDS.** The Employer agrees that all conditions of employment relating to wages, hours of work, and working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Bargaining Agent in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) calendar days from the date of error.

This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement. Any and all other additional benefits, prerogatives, or substantial rights now enjoyed by and/or given to the employees covered by this Agreement, under any applicable law of the Commonwealth of Pennsylvania or by accepted past practices in the School District of the Borough of Plum, shall be continued.

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

If substantial changes are made in the regular job duties or requirements of any job, either the Bargaining Agent or the Employer may propose a revision of the wage standards for that job. Such proposal shall be handled in accordance with the grievance procedure as set forth in this Agreement.

If by so doing, a member of the Bargaining Unit is laid off, the Employer agrees not to assign any unit work to non-bargaining unit employees or supervisors.

**XV. UNIFORM ALLOWANCE.** The Employer will provide five (5) shirts per year per employee plus a $150 allowance per year, per employee, upon submission of valid receipts. This allowance will be paid at the end of the month in September of each year. Also, the Employer shall furnish aprons for all cafeteria employees as determined by the Director of Food Services.

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**APPENDIX C**

**HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT**

**I. WORK DAY**. The work day shall not exceed eight (8) consecutive hours.

**II. WORK WEEK.** The work-week shall begin and end at the discretion of the Employer and shall not exceed five (5) consecutive eight (8) hour days per week or forty (40) hours per week.

**III. WORK YEAR.** The work year for payroll computation purposes shall consist of the number of days the cafeteria is in operation, including days for cleaning and other days designated by the Food Service Supervisor.

**IV. EVALUATION OF EMPLOYEE.** The Director of Food Services and the Cook Managers shall observe and evaluate the employees periodically. The employee and the Bargaining Agent shall receive copies of all written observations and evaluations.

**V. NOTICE OF TERMINATION.** Employees shall give a minimum of ten (10) working days notice before leaving the employ of the School District. Final payment shall be made to the employee upon presentation of a Release Form properly executed and signed by the Director of Food Services.

**VI. SENIORITY.** Employees may acquire seniority by working a period of sixty (60) calendar days, in which event the employee's seniority will date back to date of hire. The sixty (60) calendar days shall serve as the probationary period. When an employee acquires seniority, his or her name shall be placed on a seniority list in the order of his or her seniority.

In addition to the definition of temporary employees previously set forth, an employee shall be a temporary employee until his or her name shall have been placed on the seniority list. There shall be no responsibility on the Employer for the re-employment of temporary employees if they are laid off or discharged during this period.

Seniority shall be within changeable occupational groups district wide.

Seniority shall govern the reduction of forces in the employment of employees. An employee's seniority shall end if the employee leaves his or her employment, is discharged for cause, or fails to return to work after a layoff within fifteen (15) work-days after being notified by Registered Mail by the Employer, unless a satisfactory reason is given and accepted by the Employer. However, seniority shall be accumulated during absence due to illness, layoff, or leave of absence, as long as such seniority is not terminated in accordance with other provisions of this Agreement.

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When the Employer is aware in advance that an employee will be off for more than fifteen (15) work days, the senior district employee who requests the position in writing will be awarded the temporary position during the absence.

**VII. REDUCTION OF FIVE (5) HOUR POSITIONS.** The Employer will not reduce the current number of five (5) hour positions, (currently nine (9) positions), in order to circumvent the payment of health care insurance during the term of this contract. However, if a building cafeteria is eliminated, then and only then, may a five (5) hour position be eliminated.

**VIII. NOTIFICATION OF JOB VACANCIES.** The Director of Food Services shall post a notice in each building for five (5) consecutive work-days of all job vacancies, and the employees may apply in writing if they desire to be considered for such opening. The posting shall include shift and building location. The employee having the most seniority shall be awarded the position. If an employee is successful the employee may not bid for another vacancy or position within the same school year as the successful bid. The Employer may reserve the right to permit more than one bid per year in certain cases that would be in the best interest of all concerned. All posted positions will be filled within forty-five (45) calendar days after the posting period.

In the event a member of the bargaining unit is promoted to a job outside the bargaining unit, or bids on a position within the bargaining unit, said employee may within thirty (30) calendar days of accepting the new position, return to the former job without loss of seniority.

After the thirty (30) calendar day trial period, an employee shall have no further right to return to the former position. The District has the right to use a substitute during the thirty (30) calendar day trial period. If a vacancy exists after the trial period has expired, the vacancy shall be posted immediately.

During the time required to fill a vacancy, the most senior regular part-time employee shall work the additional hours available until the vacancy is filled.

**IX. MAINTENANCE OF MEMBERSHIP AND FAIR SHARE FEE.**  All Employees who are members of the Bargaining Unit as of the date of this Agreement, and all employees who hereafter become members of the Bargaining Unit, shall as a condition of their employment, maintain their membership in good standing in the Bargaining Unit for the duration of this Agreement. Failure of any such person to maintain his or her membership in good standing as required herein shall, upon written notice to the Employer by the Bargaining Agent to such effect, obligate the Employer to discharge such person. The Bargaining Agent shall indemnify and save harmless the Employer from all claims made against the Employer as the result of this Maintenance of Membership clause.

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Employees who are or who may become members of the Bargaining Agent may resign during the period of fifteen (15) calendar days prior to the expiration of this Agreement.

In addition the Employer agrees to deduct from each non-member of the Bargaining Unit a fair share fee in accordance with applicable legislation currently in effect in the Commonwealth of Pennsylvania upon proper receipt and notification of the fair share amount by the Bargaining Unit and compliance with the fair share legislation. The Bargaining Unit agrees to indemnify and save the Employer harmless with regard to this provision.

**X. JOB STEWARDS.**

A. The Employer 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 transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Officers, provided such message 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.

B. Job Stewards and alternates have no authority to take strike action or any action interrupting the Employer's business.

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

D. Union Leave and Shop Steward Training: The Employer may provide employees with unpaid leaves of absence for Union related activities, provided that the Employer may limit leaves of absence for Union activities to no more than two (2) members of the bargaining unit at any one time. Shop stewards will be granted two days off per year to attend steward-training class, providing written request is submitted to the Employer at least one (1) week in advance. The Union will reimburse one (1) steward per building for scheduled working time lost, up to a maximum of eight (8) hours straight-time pay per day, a maximum of two (2) days per year.

**XI. LAYOFFS.** When in the opinion of the Employer it is necessary to reduce the working force or to reduce hours, probationary and the least senior employees shall be laid off first or have their hours reduced first.

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Employees shall be recalled in the reverse order of layoff. In cases of layoff, an employee has the right to apply for, and shall be eligible in accordance with the seniority provisions for any job, which is occupied by an employee with less seniority. This procedure shall be known and referred to as bumping.

In the event an employee's position is abolished and said employee is not eligible to bump in accordance with the aforementioned procedure the affected employee shall be retained on an Employer recall list for a period of eighteen (18) months.

**APPENDIX D**

***GRIEVANCE PROCEDURE***

The term "grievance" is defined and shall mean a claim based upon the meaning, interpretation, or application of any provision of this Agreement. The term "grievance" shall not mean a claim allegedly based over matters of inherent managerial policy. Should any dispute arise in the nature of a grievance, either the Employer or member of the Bargaining Unit may submit such dispute for determination by compliance with the procedure hereinafter provided.

a. An employee unit member shall immediately submit his or her grievance to the Director of Food Services. Every effort shall be made by the employee and the Food Service Supervisor to resolve the grievance. If no satisfactory result follows from this submission, the employee shall reduce the grievance to writing in triplicate, and the Food Service Supervisor shall comment within three (3) work days and forward all copies to the employee. The employee is responsible to initiate any further action.

b. If no satisfactory result follows from this submission, the grievance shall, within ten (10) work days after the Director of Food Services reply, be submitted to the Superintendent of Schools of the Board, at which time the employee unit member may be accompanied by his or her Bargaining Agent representative. If no satisfactory result follows from this submission, the Superintendent of Schools shall submit an answer in writing within three (3) work days of the meeting.

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c. If no satisfactory result follows from this submission, the employee unit member, within ten (10) work days after the Superintendent of Schools' reply, submit the grievance to a committee of the Bargaining Agent and a committee from the Employer. Appropriate reports and answers shall be submitted, and if no satisfactory result follows from the consideration of the grievance by these committees, the grievance shall be submitted to binding arbitration pursuant to the Act. The expense and compensation of the arbitrator or arbitrators shall be borne equally by the Employer and the employee or the Bargaining Agent.

d. In case of a dispute of a general matter as distinguished from a grievance affecting individual employees, any such dispute shall be submitted for consideration directly to the committee of the Employer and the committee of the Bargaining Agent.

e. All submissions, except those initially submitted to the Director of Food Services, shall be in writing.

f. Failure to present disputes or grievances as set forth in this section shall result in a waiver of all rights involved. Procedural requirements shall be strictly adhered to, except technical requirements may be waived in writing in individual cases. The provisions of this Section constitute the sole procedure for the processing and settlement of any claim by the employee unit member or Union of a violation by the Employer, however, as representative of the employees, the Bargaining Agent may process grievances through the grievance procedures in accordance with this Section or adjust or settle the same with its members.

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