

AGREEMENT

BETWEEN THE

JERSEY SHORE AREA SCHOOL DISTRICT

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO,

DISTRICT COUNCIL NO. 86

LOCAL UNION NO. 2639

JULY 1, 2021 - JUNE 30, 2025

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## **PREAMBLE**

**AGREEMENT** made this 14<sup>th</sup> day of June, 2021, between the JERSEY SHORE AREA SCHOOL DISTRICT (hereinafter referred to as "Employer" or the "District" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (AFSCME) DISTRICT COUNCIL 86 and its LOCAL UNION NO. 2639 thereof (hereinafter jointly referred to as the "Union").

## **WITNESSETH**

In consideration of the mutual covenants and agreements hereinafter contained, the Employer and the Union do covenant and agree as follows:

### **ARTICLE I POLICY AND PURPOSE**

**Section 1.01** It is the intent and purpose of the Union and the Employer to promote the efficiency of the Jersey Shore Area School District however possible. In order to render the most efficient public service, the Union and the Employer agree that these goals can best be achieved through an orderly, constructive and harmonious relationship between them.

**Section 1.02** It is the intent of both parties to reach an agreement and understanding with respect to wages, hours, and terms and conditions of employment (Act 195, Section 701) and to provide a peaceful method of settling grievances which may arise concerning the interpretation or application of such agreement.

### **ARTICLE II RECOGNITION**

**Section 2.01** The District recognizes the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for all employees designated in the Pennsylvania Labor Relations Board Order of Certification dated July 3, 1975, Case. No. PERA-R-6487-C and described as follows:

**UNIT:** In a subdivision of the employer unit comprised of the following classifications of employees: All full-time and regular part-time painters, maintenance and custodial employees

working more than twenty (20) hours per week, excluding CETA employees, Youth Corps Program employees, secretaries, clerks, non-instructional aides, instructional aides, food service personnel, library assistants, library technicians, professional employees, occasional employees, regular part-time employees working twenty(20)hours or less per week, and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

### **ARTICLE III GENERAL PROVISIONS**

**Section 3.01** All reference to employees in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to mean male and female employees.

**Section 3.02** There shall be no discrimination or distinction in the treatment of an individual or group in matters affecting employment status because of race, creed, color, sex, marital status, age, national origin, religion, non-job-related handicap, or disability, union affiliation or non-affiliation or political affiliation.

**Section 3.03** The terms "employee" and "employees" as used in this Agreement shall be deemed to apply only to those persons within the above-described bargaining unit and this Agreement shall apply to and affect only such persons.

**Section 3.04** This Agreement sets forth the complete agreement between the parties with respect to wages, hours, terms and conditions of employment in accordance with Act 195, Article VII.

**Section 3.05** Regular part-time employees, to be entitled to the fringe benefits of this contract, must be scheduled to work twenty-five (25) hours or more per week.

#### **Section 3.06 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.

## **ARTICLE IV MANAGEMENT RIGHTS**

**Section 4.01** The Union acknowledges that it is the exclusive function of the Employer to hire, lay off, promote, demote, transfer, classify and suspend employees; it is also the right of the Employer to discipline or discharge any employee.

**Section 4.02** Matters of managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, the right of the Employer at its discretion, to manage all operation including the direction of the working force; to plan, direct or control the operation of all equipment and other property of the District; to establish programs, standards of services, overall budget, utilization of technology, and the organizational structure; and to select and direct of personnel.

**Section 4.03** Except as modified by this contract, the Employer retains and may exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of a contract with the Union. As illustrative of the rights of management possessed and retained but in no way to be construed as a limitation, the Employer shall, subject to the provisions of this contract, have the exclusive right: To determine the locations of its operations; to determine the establishment of new units and relocation of old units; to determine the scheduling of operations and number of shifts; to establish the size of the work force; job content; schedules of work; hours of work, and the number of hours to be worked; to select management and first level supervisory personnel; to introduce new and improved methods, equipment or facilities or to change existing methods of facilities; to establish or discontinue specific jobs; and to make, alter, publish from time to time and enforce reasonable rules and regulations to be observed by the employees.

**Section 4.04** It is agreed that the above recited management rights are not subject to the grievance and arbitration procedures as set forth herein unless, in the exercise of said rights, the Employer has violated a specific term or provision of one or more other articles of this Agreement.

## **ARTICLE V CHECKOFF**

**Section 5.01** The Employer agrees to deduct each month the required Union dues from the pay of those employees who request, in writing, that such deductions be made.

**Section 5.02** The Employer shall be advised by the Union as to the amounts to be deducted, and the aggregate deductions of all employees shall be remitted to the Union by the last day of the succeeding month, after such deductions are made.

**Section 5.03** The Union shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this section.

**Section 5.04** In the event an employee has been suspended or discharged and he/she subsequently returns to work with full or partial back pay, the Employer shall deduct the Union dues that are due and owing for the period for which the employee receives back pay provided, of course, the Employer has the employee's written authorization to do so.

**Section 5.05** The Employer agrees to deduct from the wages of any employee voluntary contributions to the Union's Political and Legislative Committee, in the amount provided in a written authorization from the employee. The employer agrees to remit any deductions made pursuant to this provision to the Union's political action fund, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance, by the last day of the succeeding month after such deductions are made. The union shall reimburse the employer for the actual cost of administering this provision.

## **ARTICLE VI UNION SECURITY**

**Section 6.01** Each employee who, on the date of signing of this Agreement, is a member of the Union and each new employee who decides to join the Union in the future, shall, as a condition of employment, pay the Union dues as long as he/she is in a position represented by the Union for the duration of this Agreement.

**Section 6.02** The Employer shall dismiss from employment an employee who fails to comply with this provision within fifteen (15) days after written notice from the Union. The Union shall indemnify the Employer against any claims resulting from such dismissal.

**Section 6.03** Each employee under Act 195 retains his/her right:

- (a) To be hired without his/her membership in the Union being a condition of employment;
- (b) To refuse to join the Union;
- (c) To withdraw from the Union fifteen (15) days prior to the termination of this Agreement.

**Section 6.04** Neither the Union nor its employees will use any form of intimidation or coercion to force non-member employees to join the Union or prevent them from withdrawing from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

## **ARTICLE VII BLANK INTENTIONALLY**

## **ARTICLE VIII PROBATIONARY PERIOD**

**Section 8.01** All new employees shall be considered probationary employees for a period of forty-five (45) days worked and may be discharged without recourse during such probationary period. Probationary employees continued in employment after the probationary period shall be considered regular employees.

**Section 8.02** The terms and provisions of this Agreement are not applicable to probationary employees, and it is understood that the Employer is the sole judge of requirements and qualifications of all applications for work and shall be the sole judge of the qualifications of such probationary employees for retention by the Employer.

**Section 8.03** Probationary employees may be granted up to ten (10) days leave for illness or leave subject to Section 16.05 and 16.06 of the CBA. At the discretion of management, probationary employees may use more than ten (10) days, up to the maximum allowance for first year employees, provided the employee provides certification from his/her doctor of continuing treatment for illness or injury. Employees utilizing this provision shall have



their probation period extended by the number of days utilized under this provision. Payment for sick time used during the probation period will be deferred pending the employee's completion of the probationary period. Probationary employees who use sick time under this agreement will be charged for used sick time upon the disbursement of sick and vacation after the completion of the probationary period if they receive at least ten (10) days between vacation and sick or first full allotment of complete sick and vacation days. This shall have no effect on any other article or section of the CBA including but not limited to Section 8.01.

## **ARTICLE IX HOURS OF WORK**

**Section 9.01** The normal workday shall be eight (8) hours per day. The normal work week shall consist of forty (40) hours per week.

**Section 9.02** The provisions of this article shall not be construed:

(a) As a guarantee of any minimum number of hours of work either per day or per week;

or

(b) As a limitation on the number of hours of work which the Employer may require.

**Section 9.03** The normal hours for any shift shall generally be consecutive except for a one-half (1/2) hour unpaid lunch period unless a change in the work schedule is made by the Employer.

**Section 9.04** The provisions of Section 9.01 through 9.03 shall not be applicable to employees whose hours of work, prior to the date of this Agreement, have been part-time, irregular or intermittent.

### **Section 9.05** Scheduled Events

Employees assigned to work scheduled events shall be given reasonable notice under the circumstances of their assignment.

**Section 9.06** Each full-time employee shall be entitled to two (2) ten (10) minute paid-rest periods during each shift. The Employer shall schedule the rest period for each employee, as

in the Employer's opinion, the demands of work permit. In addition, rest periods may be interrupted due to operational requirements as determined by the Employer.

## **ARTICLE X OVERTIME**

**Section 10.01** The Employer agrees to pay one and one-half (1½) the employee's regular hourly rate of pay exclusive of any premium or differential pay for work under the following conditions:

Work performed in excess of eight (8) hours in one (1) day.

**Section 10.02** The Employer agrees to pay:

- (a) One and one half (1½) the employee's regular rate of pay exclusive of any premium or differential pay for work performed on a Saturday.
- (b) Double the employee's regular hourly rate of pay exclusive of any premium or differential pay for work performed on Sunday.

**Section 10.03** There shall be no pyramiding of overtime. The payment of overtime for any hour excludes that hour from consideration of overtime payments on any other basis.

**Section 10.04** The Employer shall have the right to assign extra work (work which would extend a regular employee's work week to over forty (40) hours) to regular employees. In the event extra work is assigned to regular employees, it will be assigned as follows:

An extra work list will be maintained at each building. Those regular employees who wish to work the extra work may place their name on the list and work in that building will be assigned to those who are on the list in accordance with their seniority. If sufficient regular employees are not obtained from the building list the regular employees shall be assigned from a composite list of the building lists in the order of their seniority. If the necessary number of regular employees are not obtained, then the employer may assign employees to that work in the reverse order of their seniority starting with employees in the building where the work is needed and if sufficient employees are not obtained then from the composite seniority list.

- (a) Use of a building-based substitute will be mutually agreed upon between the employer and the union.

**Section 10.05** The Employer will attempt to equalize the number of opportunities to work overtime between the employees who have the skill and ability to do the work and who normally perform the work to be done. It is understood that if overtime is required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime until able to be properly relieved. It is also understood that the Employer shall not be required to distribute overtime with any mathematical accuracy over any given period.

**Section 10.06** At the beginning of each athletic season; management will provide a schedule and dates for Weekend games and other events scheduled for those time frames. All employees will be offered the opportunity to sign up for overtime for those dates and a list will be posted in all JSASD buildings. The head custodian will return the list to the Director of Buildings and Grounds or designee who will assign those dates to employees based on seniority and equalization. The Director of Buildings and Grounds or designee may call employees for emergency overtime according to the provisions of this article.

**Section 10.07** Paid sick leave days shall be counted as days worked in computing the overtime pay of an employee.

## **ARTICLE XI HOLIDAYS**

**Section 11.01** The following days shall be recognized as paid holidays:

- (1) New Year's Day
- (2) Good Friday
- (3) Easter Monday
- (4) Memorial Day
- (5) July 4th
- (6) Labor Day
- (7) Thanksgiving Day

- (8) Day after Thanksgiving
- (9) Monday after Thanksgiving
- (10) Christmas Eve
- (11) Christmas Day
- (12) Day after Christmas
- (13) New Year's Eve

**Section 11.02** Eligible full-time employees who are off work due to the observance of one of the above named holidays will receive their normally scheduled day's pay for such holiday not worked.

**Section 11.03** An "eligible" employee shall have:

- (a) Completed his/her probationary period prior to the date of such holiday.
- (b) Worked the full workday immediately preceding such holiday and the full workday immediately following such holiday unless his absence on either of such days has been with the permission of the Employer.
- (c) Performed work for the Employer during the week in which the above-named holidays fall unless he/she was absent on vacation.
- (d) Reported as scheduled and actually performed the assigned work when the employee is scheduled to work on such holiday.

**Section 11.04** Holidays occurring on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the holidays occurring on Saturday shall be treated for all purposes under this Agreement as falling on the preceding Friday and shall for such purposes be observed on that Friday only.

**Section 11.05** The Employer agrees to pay the employee's regular hourly rate of pay exclusive of any premium or differential pay for work performed on any of the above mentioned paid holidays. In addition, the employees who worked the holiday or any portion of will receive an alternate paid holiday of a half-day working less than 4 hours and 1 day working more than 4 hours with the exception of Thanksgiving Day and Christmas Day will receive a full day. The specific date of the alternate paid holiday shall be applicable to all employees who worked the

holiday and shall be a date that is mutually agreeable to the Employer and the Union. Under all circumstances, the operational requirements of the Employer take precedence when implementing the requirements of this Section.

## **ARTICLE XII PERSONAL DAYS**

**Section 12.01** The Employer agrees that employees may, upon request, be granted three (3) personal days of absence for each fiscal year during the term of this Agreement in accordance with the following personal day guidelines:

- (a) The employee must file a written request with the Employer at least one (1) calendar week prior to the day of his/her choice.
- (b) The approval of personal days by the Employer shall be governed by operational requirements.
- (c) In the event of an emergency, the Superintendent may, at his/her discretion, cancel any or all of the personal leave days previously approved.
- (d) One (1) personal day that is not used during the fiscal year may be carried forward and used in the subsequent fiscal year, subject to the limitations in this section. However, at no time shall any employee accumulate or have available more than five (5) personal days, inclusive of any personal days credited on the first day of the next fiscal year.
- (e) Personal days may be used to extend bereavement leave and the one (1) calendar week advance notification requirement is waived by the Employer when such personal day is used to extend bereavement leave. However, as much advance notice as is possible under the circumstances shall be given to the Employer.

## **ARTICLE XIII VACATIONS**

### **Section 13.01**

- (a) Effective after the probationary period employees will receive vacation on a prorated basis from the date of hire until July 1<sup>st</sup> (5/6 day per month rounded up to a full day).
- (b) Effective July 1<sup>st</sup>, each year of the agreement, the District will credit each employee with their allotment of vacation in accordance with the schedule below:

Allotment	Vacation
Allotment 1 (end of probation)	Prorated
Allotment 2-5	10

Allotment 6-12	15
Allotment 13-24	20
Allotment 25and over	25

**Section 13.02** Vacation pay will be the employee's regular weekly rate on a straight time basis.

**Section 13.03** It is the responsibility of the Employer to administer the vacation program. Vacation schedules shall be governed by the operational requirements of the Employer. As an additional limitation, when school is not in session, no more than six (6) custodians and two (2) maintenance workers may be on vacation at any one time and, when school is in session, no more than four (4) custodians and one (1) maintenance worker may be on vacation at any one time.

**Section 13.04** Employees entitled to more than two (2) weeks vacation will be scheduled in accordance with the operational requirements of the Employer. The wishes of each employee shall be considered and if there is a conflict in the choice of vacation time among employees in any classification, seniority shall prevail.

**Section 13.05** Employees may carry over vacation from year to year with a maximum amount not to exceed forty-five (45) days for school year 2021-2022; not to exceed forty (40) days for school year 2022-2023; not to exceed thirty-five (35) days for school year 2023-2024; not to exceed thirty (30) days for 2024-2025 and all school years thereafter, as of August 31<sup>st</sup> of each year. All Legacy employees will be grandfathered at the rate of fifty (50) days during the term of this agreement. The Employer will provide each employee the opportunity to receive the per diem rate for any unused vacation days earned, up to the maximum of allowed upon separation from employment.

**Section 13.06** Senior employees shall be given preference with respect to the dates they desire for vacation over junior employees, provided their choice is made prior to April 1. If no choice is made prior to April 1 or if a choice has been made prior to April 1 and subsequently the employee desires to change the date, the employee, if senior, will not be allowed to select a date which interferes with a date which has previously been selected by a junior employee.

**Section 13.07** Normally, vacations shall be taken as scheduled. However, the Employer shall have the right to deny the taking of vacation upon payment of vacation pay if operational requirements so necessitate.

## **ARTICLE XIV WAGES**

**Section 14.01** Section 14.01: Effective on the 1st day of July, 2017, each custodial and maintenance employee, in an active payroll status who has completed his/her probationary period, covered by this Agreement shall receive increases in the base hourly wage rate during each year of the contract as follows: (attached)

		<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>		
<b>Custodial</b>	C1	14.33	14.55	14.76	15.06		
	C2	14.56	14.77	15.00	15.30		
	C3	14.78	15.00	15.23	15.53		
	C4	15.00	15.23	15.46	15.77		
	C5	15.23	15.46	15.69	16.00		
	C6	15.45	15.68	15.92	16.24		
	C7	15.68	15.91	16.15	16.47		
	C8	15.90	16.14	16.38	16.71		
	C9	16.13	16.37	16.61	16.95		
	C10	16.35	16.60	16.84	17.18		
	C11	16.58	16.82	17.08	17.42		
<b>Maintenance</b>		<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>		
	M1	20.35	20.66	20.97	21.39		
	M2	20.60	20.98	21.36	21.85		
	M3	20.85	21.30	21.75	22.31		
	M4	21.10	21.62	22.13	22.77		
	M5	21.35	21.93	22.52	23.23		
<b>Legacy</b>		<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>		
	IV	19.74	20.03	20.33	20.74		
	III	19.44	19.73	20.03	20.43		
	II	19.20	19.48	19.78	20.17		
	I	18.93	19.22	19.50	19.89		
<b>Head Custodian/Warehouse Manager Incentive</b>		1.00	1.25	1.50	1.75		

Legacy Employees will move laterally across the scale each year. All other employees will advance one step per year of this contract as applicable.

**Section 14.02** A head custodian and the warehouse manager will be paid \$1.00 per hour during the 21/22 school year, \$1.25 per hour during the 22-23 school year, \$1.50 per hour during the 23/24 school year, \$1.75 per hour during the 24-25 school year above the base pay. This section for the head custodian will be in affect during the school year from the first teacher day to the last teacher day. This section will be in effect while performing these duties for a maximum of 8 hours per day.

## **ARTICLE XV SHIFT DIFFERENTIAL**

**Section 15.01** All employees assigned to perform duties during premium shift hours, second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts shall receive a shift differential of twenty (.20) cents per hour regardless of their permanent shift assignment.

## **ARTICLE XVI SICK LEAVE**

### **Section 16.01**

(a) Each permanent full-time employee who has completed their probationary period shall receive pro-rated sick leave at the rate of 1 day a month till June 30, rounded up.

(b) After that the employee will receive twelve (12) sick days on July 1<sup>st</sup>.

(c) Where sickness in the immediate family requires the employee's absence from work, employees may use not more than four (4) days of such sick leave entitlement in each school calendar year for that purpose. Immediate family for the purpose of this section is defined as the following persons: husband, wife, domestic partner, child, stepchild, foster child, parent, brother or sister of the employee or child of the employee's domestic partner. The Employer may require proof of such sickness in accordance with Section 16.05 and Section 16.07.



**Section 16.02** Employees may accumulate two hundred fifty (250) days of sick leave and receive payment of 21/22-\$20 per day; 22/23-\$25 per day; 23/24-\$30 per day; 24/25-\$35 per day upon retirement for all accrued unused sick leave. Amounts will be paid to the employee on the pay date immediately following the employee's final regular pay date.

**Section 16.03** Sick leave is defined as leave granted for actual illness which prevents an employee from reporting to work except as 16.01 (c).

**Section 16.04** An employee shall notify the Employer promptly in order to be eligible for sick leave payments. Such notification shall:

- (a) Be given prior to his/her individual starting time;
- (b) Be given by telephone or message directly to the employee's supervisor or Business Office;
- (c) State that the employee is sick or injured along with an estimate of how long the employee may be incapacitated.

**Section 16.05** A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absence of less than three (3) days, a doctor's certificate may be required where, in the opinion of the Employer, the employee has been abusing his/her sick leave privileges.

**Section 16.06** An employee who is eligible for Workmen's Compensation benefits shall not be eligible for sick leave pay.

**Section 16.07** If an employee claims sick leave pay to which he/she is not entitled under this article, he/she will be subject to disciplinary action.

## **ARTICLE XVII LIFE INSURANCE**

**Section 17.01** On the effective date of this Agreement, the District agrees to pay the premium for a group term life insurance policy in the amount of Twenty Thousand (\$20,000) Dollars for each eligible employee who has completed his/her probationary period.

**Section 17.02** The insurance shall terminate at the end of the month in which the employee's active employment with the District ends.

**Section 17.03** The group life insurance is a contract between the Employer and the insurance carrier. No dispute over a claim for life insurance will be subject to the grievance procedure established in this collective bargaining agreement.

**Section 17.04** It is agreed and understood that the Employer neither accepts nor is the Employer to be charged with hereby any responsibility in any manner connected with the determination of liability for payment of life insurance. It is agreed that the Employer's liability shall be limited to the payment of premiums.

**Section 17.05** The Employer shall have the unilateral right to change insurance carriers.

### **ARTICLE XVIII HOSPITAL, MEDICAL, VISION AND DENTAL INSURANCE**

**Section 18.01** The Employer agrees to provide health insurance CDHP 1 coverage and dental insurance coverage which is equal to that received by the professional staff of the Employer. The vision insurance is for employee only with the option to purchase for family.

**Section 18.02** This insurance coverage shall terminate at the end of the policy month in which the employee's active employment with the Employer ends.

**Section 18.03** It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the hospitalization, medical service plan, dental plan.

**Section 18.04** All employees will be enrolled in the CDHP 1 Plan and the employer will contribute \$1,00.00 for Employees participating in the Single Plan and \$2,000.00 for all other plans each year of this contract or the rate contributed by the District to the Professional Unit, whichever is greater, to a qualified HSA plan. Should the professional Unit not be offered an HSA plan, the rate will remain intact. Employees will not have a premium contribution for the school year.

Employees hired during the terms of this agreement will be provided with the HSA contribution start up rate (\$1,000.00 for the single plan, \$2,000.00 for all other plans) in addition to the rate that corresponds with their hire date.

Any employee who terminates their employment (through resignation, retirement, or disciplinary action) during the terms of this agreement shall forfeit any further contributions under this provision after termination of employment.

**Section 18.05** A member who wants to opt out of health insurance will notify the Business Office during the open enrollment period. The opt out period will begin on July 1. A lump sum opt out payment of \$5,000.00 will be paid in a lump sum on or before November 30 of each year.

## **ARTICLE XIX MILEAGE**

**Section 19.01** When an employee who is required by the Employer to use his/her personal vehicle for School District business the employee shall receive mileage pay in accordance with the IRS rate at such time.

**Section 19.02** Prior approval of all trips and method of travel must be obtained from the Employer.

**Section 19.03** Expense sheets must be filled out immediately upon return and approved by the employee's supervisor.

## **ARTICLE XX BEREAVEMENT**

**Section 20.01** An employee, will be allowed time off because of death in his/her immediate family for the purpose of making arrangements for and attending the funeral. He/ She shall receive pay for time lost from his/her regular work week not to exceed eight (8) hours pay at his/her straight time hourly rate for each of the employees normally scheduled workdays which fall within three (3) consecutive workdays following the date of death. The immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household or any person with whom the employee has made his/her home.

**Section 20.02** An employee, will be excused from work because of the death of his/her first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law,

brother-in-law, or sister-in-law for the purpose of attending the funeral and shall be paid for the day of the funeral in accordance with the number of hours regularly scheduled or the employee's work day not to exceed eight (8) hours pay at his/her straight time hourly rate.

**Section 20.03** Pay will be allowed for regularly scheduled work days only.

## **ARTICLE XXI PENSION**

**Section 21.01** The Employer agrees to continue the present pension plan for all eligible employees who are in the bargaining unit.

## **ARTICLE XXII SENIORITY**

**Section 22.01** For purposes of this Agreement, the term "seniority" means a preferred position for specific purposes which one (1) employee may have over another employee because of greater length of continuous service in his/her classification.

**Section 22.02** The following shall constitute a break in continuous service and terminate seniority:

- (1) Resignation
- (2) Separation or discharge for just cause
- (3) Retirement
- (4) Absence without leave for three (3) working days
- (5) Refuse a recall to work from layoff
- (6) Failure to report after leave
- (7) Works at another job while on leave
- (8) Layoff for a period of one (1) year

**Section 22.03** Seniority lists shall be prepared for each seniority group and revised when necessary every six (6) months. Appropriate service information shall be shown thereon to

permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards.

**Section 22.04** When a job vacancy occurs within the bargaining unit and the Employer wishes to have it filled, the Employer agrees to post such vacancy on the bulletin board for a period of five (5) days prior to the filling of such job vacancy unless an emergency requires a lesser period of time. In filling the vacancy, the following shall be considered:

- (a) Skill and ability to perform the work
- (b) Physical fitness
- (c) Seniority in the School District

**Section 22.05** Layoffs shall be made in the inverse order of seniority. Employees affected by layoffs who have the requisite seniority shall have the right to bump back to positions previously held within the classification; the employees may bump back within the same classification provided they have the requisite seniority, skill, and ability. The Employer shall establish a preference list for those persons who have been laid off under the provisions of this article in the inverse order of such layoff. This list shall be used in the order of seniority to fill vacancies within a classification from which the persons on the preference list may have been furloughed or laid off. In the event a person refuses an offer of a position under this section, he/she shall be dropped from the list. Seniority for the purpose of this section shall be deemed to be length of continuous service within the classification.

**Section 22.06** In making shift assignments, preference shall be granted on an order to protect the efficiency of operation. Seniority status in this regard shall be that status attained within a classification.

**Section 22.07** When no qualified bids or no bids have been submitted for the vacancy, then the Employer may fill the vacancy in any manner he/she deems appropriate.

**Section 22.08** Three (3) employees holding the positions of President, Vice-President, Secretary, Treasurer, Chief Steward and Steward shall have super seniority in his/her

classification for purposes of layoff only. The Union will inform the Employer of the Union member holding the position with super seniority.

## **ARTICLE XXIII LEAVES OF ABSENCE**

**Section 23.01** Leaves of absence without pay or other benefits hereunder may be granted to regular full-time employees at the request of the employee, for good cause. Falsification of the reason for a leave of absence shall be grounds for discharge. Employees accepting employment elsewhere during such leave shall be considered to have quit without notice.

The employee shall make a written request stating the reason for the leave of absence and the Employer's granting of such leave shall be in writing.

**Section 23.02** Employees who have entered or who hereafter shall enter the Armed Forces of the United States shall be entitled to reinstatement to the extent and under the circumstances that reinstatement may be required under the applicable laws of the United States.

**Section 23.03** Employees, in case of childbearing or child-rearing, shall have the right to receive a leave of absence up to six (6) months as they may choose. The total between bearing and rearing will not exceed six (6) months. Such leave of absence must be applied for and approved in writing and at the sole discretion of the Employer, childbearing or child-rearing leave may, for good cause, be extended for a period not to exceed six (6) months. Under this condition the total between bearing and rearing will not exceed (12) months. It is understood by both parties that the provisions of this Section are consistent with the Pennsylvania Human Relations Act of 1969. P.L. 133.

### **Section 23.04 Jury Duty**

An employee, excluding probationary employees, who is subpoenaed for jury duty, shall be granted as leave of absence from his/her regular duties during the actual period of such jury duty. The Employer will pay, upon presentation of proper proof, the employee's full salary while on such duty, but no more than eight (8) hours in each day at his/her regular straight time rate. The employee shall reimburse the Employer for all pay received as a juror. The employee will notify the Employer as soon as he/she knows that he/she is being summoned for such duty.

In order to assure proper payment, each employee must furnish to the Employer a certificate of service and payment received duly signed by the Clerk of Court.

This provision does not apply if an employee volunteers for jury duty.

**Section 23.05** A regular employee who is required to report for military duty (not to exceed fifteen (15) days per year) shall be paid the difference between their military per diem rate and their per diem rate of pay with the District. An employee claiming such pay must submit proof of his/her military pay.

#### **ARTICLE XXIV UNION REPRESENTATIVE**

**Section 24.01** Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises after being granted permission by the Employer. Such permission shall not be unreasonably withheld.

#### **ARTICLE XXV DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE**

**Section 25.01** The parties agree that the discharge, demotion, suspension and discipline of an employee are subject to the grievance procedure. Grievances for demotion, discharge and suspension may be filed at the third (3rd) step.

**Section 25.02** Bargaining Unit members shall not be disciplined or discharged, reduced in classification or compensation, or denied any benefit of this agreement without just cause.

#### **ARTICLE XXVI BULLETIN BOARD**

**Section 26.01** The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of Union officers and other material relating to Union business.

**Section 26.02** The Union shall not post material detrimental to the labor/management relationship nor of a political or controversial nature.

## **ARTICLE XXVII LABOR/MANAGEMENT MEETINGS**

**Section 27.01** The Union may appoint up to three (3) persons on a committee to meet at mutually agreed times and places with representatives of the Employer to confer on "meet and discuss" matters as defined in Act 195. Council and International staff representative may also be present. Such meetings may be initiated by either party and the agenda shall be in writing specifying the items to be discussed.

**Section 27.02** Safety and health may be a part of these discussions.

**Section 27.03** The Employer agrees to meet and discuss with the Union representatives prior to eliminating any current or vacant bargaining unit position(s). The Local Union Representatives along with the District Council 86 Staff Representative will receive such notice and opportunity to discuss the decision with the Employer prior to any decision being finalized.

## **ARTICLE XXVIII GRIEVANCE PROCEDURE**

**Section 28.01** The parties to this Agreement agree that it is of the utmost importance to adjust grievances in an orderly and expeditious manner.

### **Section 28.02** Grievance Definition

A grievance is a dispute between the parties regarding the meaning, interpretation or application of any provision of this Agreement.

### **Section 28.03** All grievances shall:

- (a) Be signed by the aggrieved employee or a Union Official
- (b) Set forth the date the grievance occurred;
- (c) Designate the provision(s) allegedly violated;
- and
- (d) State remedy or relief sought.

**Section 28.04** Grievances shall be settled in the following manner:



Step 1: The employee initiating the grievance shall present it in writing to his/her immediate supervisor within ten (10) working days after its occurrence. The immediate supervisor shall reply to the grievance within ten (10) working days of its presentation.

Step 2: If the grievance is not resolved in Step 1, it shall be referred in writing to the Superintendent or his/her designee within ten (10) working days after the decision has been rendered in Step 1. The Superintendent or his/her designee shall reply in writing to the grievance within ten (10) working days after its presentation.

Step 3: Within fifteen (15) working days of the transmittal of the written answer by the Superintendent, notification shall be given to the Board of School Directors that the grievance shall be presented to the Pennsylvania Department of Labor and Industry Bureau of Arbitration and Mediation for dispute mediation. The mediator shall have no power to add or subtract from or modify this Agreement.

Step 4: If the grievance is not resolved in Step 3, either party may refer the grievance to the American Arbitration Association for the purpose of arbitrating the unsettled grievance. The Union, District Council 86, shall first notify the District in writing of its intent to proceed to arbitration within ten (10) working days of the mediator's recommendation and then it shall within ten (10) working days after the notice has been given to the District refer the grievance in writing to the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association and the arbitrator shall proceed under said rules. The arbitrator, when duly appointed, shall proceed to consider the disputed grievance without delay and render his/her decisions promptly following the conclusion of the hearing in the matter.

**Section 28.05** The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

**Section 28.06** The arbitrator shall neither add to, subtract from or modify the provisions of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

**Section 28.07** All of the time limits contained in the Article may be extended by mutual agreement.

**Section 28.08** All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

**Section 28.09** An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure if he/she so requests.

**Section 28.10** The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth unless the time limit has been mutually waived, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal. The failure of any of the Employer's representatives at any level to give his/her written response within the specified time limit shall automatically move the grievance to the next step unless the time limits have been extended by mutual agreement.

**Section 28.11** Any decision in the first two steps of the grievance procedure shall be applicable to that grievance only.

**Section 28.12** The arbitrator shall not award back pay for any period before the date of the occurrence leading to said discipline provided the grievance is submitted timely. If the arbitrator orders back pay, then any compensation received by the aggrieved employee during the non-working period must be deducted from the settlement.

## **ARTICLE XXIX STRIKES AND LOCKOUTS**

**Section 29.01** The Union recognizes that the District must operate continuously and the employees need to perform their work so there is not interruption of service.

**Section 29.02** The Union agrees that there shall be no strikes, slowdowns, stoppages, walkouts, sit-downs, concerted refusals to work overtime or any other interruptions of work or impeding of work or prevent or attempt to prevent the access of employees or anyone properly having access to the District's facilities during the term of this contract. (All of which are

hereinafter referred to as "strike".) The Employer agrees that there shall be no lock outs during the term of this Agreement. The Employer shall be under no obligation to discuss or bargain with the Union concerning employees on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this contract.

**Section 29.03** In the event of any such strike, the Union agrees that it will in good faith and without delay exert itself to the fullest extent to bring about a prompt termination of such strike and will insist that the employee or employees involved therein shall return to work.

### **ARTICLE XXX SCOPE OF AGREEMENT**

**Section 30.01** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 30.02** Therefore, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

### **ARTICLE XXXI UNIFORMS**

Each employee will receive a uniform allotment of Three Hundred (\$300.00) Dollars for each fiscal year. New employees in receipt of said allotment will comply with the following guidelines:

A. The Employee must purchase the Employer approved uniform style, including emblems, from the Employer approved uniform supplier. The Employer will reimburse the employee for such uniform purchases, within fifteen (15) days of the presentation of purchase receipts to the School District Business Office, up to the total allotment for each fiscal year.

B. Unused uniform allotment funds lapse at the end of each fiscal year and are not cumulative.

C. All Employees are required to be in uniform at all times when on duty for the Employer.

D. The uniform may be worn only by the Employee, and then only while on duty for the Employer. The uniform may be worn by the Employee when traveling to and from work for the Employer.

E. The uniform shirts shall remain the property of the Employer and shall be returned to the Employer upon termination of employment with the Employer or retirement of the garment from use.

F. Employees are responsible for keeping their uniform clean and in a good state of repair.

G. New employees hired during the terms of this agreement will be compensated an additional \$100.00 for the purchase of proper foot gear.

**ARTICLE XXXII  
TERM OF AGREEMENT**

THIS AGREEMENT shall become effective on the 14<sup>th</sup> day of July, 2021, and shall remain in full force and effect for a period of FOUR (4) years up to and including the 30th day of June, 2025. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. The parties hereto through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this 14<sup>th</sup> day of June, 2021.

JERSEY SHORE AREA SCHOOL DISTRICT

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES,

AFL-CIO (AFSCME) AND LOCAL  
UNION NO. 2639.

G. M. Allen

Craig W. Rodgers

Don L. Nelson

[Signature]

[Signature]

Judy L. Pacher  
[Signature] Staff Representative