

**MASTER CONTRACT BETWEEN
THE BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF ERIE, PA**

AND

**LOCAL NO. 1968
DISTRICT COUNCIL 57
INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES
JULY 1, 2023 - JUNE 30, 2026**

Non-Discrimination Policy

The Erie School District does not discriminate in employment, educational programs or activities, based on race, sex, handicap or because a person is a disabled veteran or veteran of the Vietnam Era. This policy of non-discrimination extends to all other legally protected classifications. Publication of this policy is in accordance with state and federal laws including Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Inquiries may be made by contacting Erie School District, 148 West 21st Street, Erie, PA 16502, (814) 874-6080.

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the School District of the City of Erie, Pennsylvania, hereinafter sometimes called the "Board," the "School District," or "Management" and Erie County Civil Service Employees Local #1968 of the International Union of Painters and Allied Trades, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH

That, in order to increase general efficiency in the School District and to maintain the existing relationships between the Board and its non-instructional employees, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes Erie County School District Civil Service Employees Local #1968, International Union of Painters and Allied Trades, AFL-CIO, as the exclusive bargaining representative of regular appointed employees as set forth in the Pennsylvania Labor Relations Board Certification No. PERA-R-728, dated April 15, 1971, as amended by order dated September 6, 1972, said unit being comprised of all full and regular part-time cafeteria personnel; truant officers; AVA (excluding delivery - equipment and mail); truck drivers; laborers; ground crews; timekeeper; stock clerks; press operators; and construction workers: bricklayer, electrician, plumber, HVAC, welder, sheetmetal, carpenter, cement finisher, glazier, carpet and floor tradesmen, shade and stage equipment, painters, garage mechanics, maintenance technicians, and apprentices, and as the exclusive bargaining representative of regular appointed employees as set forth in Pennsylvania Labor Relations Board Certification No. PERA-R-729-W, dated May 6, 1971, as amended by order dated September 6, 1972, said being comprised of all full and regular part-time custodians, and as the exclusive bargaining representative of regular appointed employees as set forth in the Pennsylvania Labor Relations Board Certification No. PERA-R-2903-W dated April 10, 1973, said unit being comprised of all assistants. (Assistants throughout this Contract are Teacher Assistants, Learning Resource Assistants, Special Education Assistants, and Reading and Math Skills Center Assistants.) Excluded from the above are all professional employees, supervisors, first level supervisors, and confidential employees as defined in the Act.

ARTICLE II

NO STRIKE - NO LOCK-OUT PROVISION

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement.

ARTICLE III

WAGES

- A. During the term of this Agreement, wages shall be as set forth in Appendix A, attached hereto and made a part hereof.
- B. The parties recognize that in the performance of construction, maintenance and repair work, a question may be raised with respect to the assignment of such work. It is agreed that established past practices in the assignment of such work shall be followed. The Union and/or the employee may discuss any question in relation to such work assignments with the Supervisor of the Service Center or the Director of Operations. Such discussion, however, shall not be deemed to prohibit the carrying of the matter through the Grievance Procedure in accordance with Article IV of this Agreement. The Union recognizes the obligation of the Board to direct its working forces, and to that end, the burden of proof will be on the grieving party to establish a violation of this paragraph.
- C. If an employee is temporarily assigned to a job other than the regular job classification for at least one (1) full working day, the employee shall receive, for all hours worked at the temporary assignment, his regular rate, or the rate of the temporary job, whichever is higher.

If the temporary assignment results in a higher rate, and the assignment lasts more than four months, the employee's sick leave, vacation, personal days, and holidays will be paid at the higher rate while the employee is assigned to that position beginning after the fourth month.

- D. When a vacancy occurs by reason of an authorized absence from employment and the job remains encumbered because the employee has return rights by reason of contract or law, the Board may, without posting, fill said opening with a “substitute” and pay a “substitute” rate as set by the Board.
- E. When a vacancy occurs by reason of termination of employment, and it is determined that the vacancy is to be filled, the job shall be posted for ten (10) working days. Said vacancy may be filled by the Board with a “temporary” employee and the rate of pay shall be the “substitute” rate as set by the Board. If the said “temporary” employee receives an appointment to said job as a probationary employee, the time served as a “temporary” employee, prior to such appointment, shall be credited as probationary time.
- F. When the Board determines additional help is needed for a short duration of time (not exceeding twelve (12) calendar weeks), it may employ from outside the bargaining unit and pay a rate set by the Board. If any job so filled by the additional help continues beyond twelve (12) calendar weeks, it shall be posted for bidding.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. The parties agree that an orderly and expeditious resolution of complaints and grievances arising out of the interpretation of the terms of this Agreement shall provide for a five (5) step process.
- B. A person or persons shall discuss a complaint or problem orally with the immediate supervisor within five (5) work days following its occurrence in an effort to resolve the problem in an informal manner.
- C. Grievance Steps:
 - Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the employee and/or the Union shall present a grievance, in writing, to the immediate supervisor within twenty-four (24) hours following the oral discussion. It shall be answered by the supervisor within three (3) work days of its receipt.
 - Step 2. If the answer in Step 1 fails to resolve the grievance, the Union and/ or the employee shall forward the grievance to the Director of Human Resources within three (3) work days of the receipt of the Step 1 answer. Following a discussion with the employee and/or the Union, the Director of Human Resources shall answer the grievance in writing within three (3) work days following its receipt.
 - Step 3. If the grievance is not settled at Step 2 it may within five (5) work days after receipt of the Step 2 decision by the grievant and the Union, be appealed to the Board by filing a written notice with the Director of Human Resources stating the grounds for appeal. A meeting with the Board and/or all the members of the Board’s Grievance Committee shall occur within seven (7) work days following receipt of such notice and the Director of Human Resources shall promptly notify the grievant and the Union of the time, date and place where such appeal will be heard. The Board’s written decision shall be transmitted to the grievant and the Union within seven (7) work days after the hearing, except in the event a public meeting of the Board is required, then the written decision shall be transmitted to the grievant and the Union within three (3) work days after the next public meeting of the Board.
 - Step 4. Within five (5) work days of receipt of the Step 3 answer, the grievance may be submitted to arbitration as provided in Section 903 of the Pennsylvania Public Employee Relations Act.
 - If the Board and the Union fail to agree upon the selection of an arbitrator within five (5) work days following referral to arbitration, they shall request the Federal Mediation and Conciliation Service to submit a panel of arbitrators. The parties shall alternately strike names from the panel until one name remains, who shall be the designated arbitrator. The issue to be arbitrated shall be submitted to the arbitrator in a form mutually satisfactory to the parties, and the arbitrator shall conduct a hearing as expeditiously as possible.
 - The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The decision shall be final and binding on the parties. The expenses of arbitration shall be shared equally by the parties.
- D. Any grievance not referred from a lower step to the next higher step within the time limits specified shall for all purposes be deemed settled in accordance with the answer given at the lower step. If the Board or its representative fails at any step to give a written answer within the time limits specified the Union may advance the grievance to the next step of the procedure. In unusual circumstances, the time limit specified in this grievance procedure may be extended by written mutual agreement of the parties.
- E. 1) The Union shall notify the Director of Human Resources in writing of the name of the person authorized to act as steward. No person may exercise the rights of a steward until such notice has been received. Designated stewards and Union officers shall be paid their regular rate of pay for the time spent during regularly scheduled working hours in the adjustment of written or oral grievances as provided in this Article. The number of designated stewards

shall not exceed one for each department, except that in each elementary school building, there may be one designated steward to serve that building and in each secondary school, there may be one designated steward to serve the custodial staff and one designated steward to serve the cafeteria staff and assistants in their building.

- 2) Stewards and Union officers shall request permission of their supervisor when it is necessary for them to be away from their work in connection with the adjustment of grievances.
 - 3) The privilege of stewards and Union officers to leave their work during regularly scheduled working hours without loss of pay is extended with the understanding that the time shall be devoted to the prompt handling of grievances and shall not be abused, and that they shall continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances. Permission to leave work to handle grievances must be obtained from the supervisor of the steward involved. In an emergency and in the absence of such supervisor, permission must be obtained from the official named in Subsection C, Step 2, of this Article. Stewards shall be restricted to the investigation of grievances in their assigned building, area within the building, or in the case of Service Center stewards, in the area involved.
 - 4) Time spent by stewards, members and officers of Union during working hours will be without loss of pay in the following two cases:
 - a) The processing of grievances where permission is first obtained in accordance with this Article.
 - b) Attendance at meetings requested by the Board or its representatives.
- F. Any or all of this Grievance Procedure may be circumvented by written mutual agreement of the parties involved in order to go directly to arbitration.
- G. Twice each month, the President of said Local Union and/or designee shall meet with the Director of Human Resources and/or designee to discuss current problems which relate to the interpretation and/or administration of this Agreement. Such meetings shall be held during working hours and shall be scheduled by the Director of Human Resources.

ARTICLE V

SENIORITY

- A. Unless otherwise provided, "seniority" shall mean length of continuous service with the District.
- B. New employees shall serve a probationary period of six (6) months. Employees will be eligible for health insurance benefits on the first day of employment, but no other fringe benefits. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.
- C. Promotions shall be made on the basis of District seniority provided the employee has the qualifications, skill and abilities to perform the job, as determined by the employer.
- D. No vacancy or new position in the bargaining unit will be filled until such vacancy has been posted for a period of ten (10) work days and present employees have had the opportunity to bid for such positions.

Employees who bid on other positions which constitute a change in job description will have thirty (30) days from the starting date of their new position to revert to their former position. For this thirty (30) day period, the position vacated will not be posted and will be filled with a substitute. All bids from employees must be hand-delivered to the Human Resources Department.
- E. When positions are eliminated in the trades group, consisting of the classifications identified in paragraph 4 below, the employee with the least seniority in that trade classification shall be displaced. When positions in any other classification are eliminated, the employee with the least District seniority shall be displaced.

Once the persons to be displaced are identified (either trade or otherwise), they may exercise District seniority to displace less senior employees in other classifications holding positions for which they are qualified to immediately perform the work, without training. This process is known as "bumping" and shall be subject to the following rules:

 - 1) All bumps must be made into an equal or lower rated classification.
 - 2) A full-time employee can only bump into a full-time job; a part-time employee into a part-time job.
 - 3) An employee may only bump the most junior employee in the job classification into which the bump is made and must replace that employee regardless of job location or shift.
 - 4) No employee may bump into the following classifications:
 - a) Bricklayer b) Electrician c) Plumber
 - d) HVAC
 - e) Welder
 - f) Carpenter g) Glazier

- h) Painter
 - i) Garage Mechanic
 - j) Electronic Technician
 - k) Digital Photographer/Media Services
 - l) Printing Specialist
- 5) No employee may bump into the Educational Assistant Classification unless they have previously held that classification. Bumping into these classifications shall be subject to Article XVIII, Section E.
- F. Employees on layoff shall notify the Personnel Department of any change in address and of availability for recall. Furloughed employees shall have the first option to accept any available substitute work for which they are qualified based upon their seniority ranking.
- G. 1) Employees shall be recalled to work in accordance with seniority, qualifications, skills and ability.
 2) Employees to be recalled after a layoff shall be notified as far in advance as possible by notice in writing sent by registered mail, special delivery, return receipt requested, to the last address shown on the employer's record. (It shall be the obligation of all employees, whether on active or laid-off status, to keep the employer informed of change in their home address.) A copy of such notice shall be given to the Union.
- H. Seniority shall be terminated as follows:
- 1) Quit
 - 2) Discharge
 - 3) Absent for two (2) work days without notification of valid reason, unless the employee is unable to contact management.
 - 4) Failure to report for work within five (5) work days of notification of recall, unless the employee is unable to contact management or the current employer requires an additional week's notice.
 - 5) On lay-off for twenty-four (24) consecutive months, except that employees placed on lay-off on or before June 30, 1991 shall have seniority terminated after twelve (12) consecutive months on lay-off.
- I. An employee will not be permitted more than two (2) job biddings in a twelve month period.
- J. In the event a permanent second or third shift is created, the following procedure will be followed to fill those positions:
- 1) Positions will be posted and they will be awarded to the most senior, qualified bidder.
 - 2) If the positions remain unfilled through the posting procedure, the District will transfer the least senior, qualified employee in the classification.
- With regard to temporary assignments to second or third shift, the following procedure will be employed:
- 1) Volunteers will be sought, with the most senior volunteer being given the assignment.
 - 2) If there are no volunteers, the least senior employee in the classification will be assigned to do the work.

ARTICLE VI

BOARD RESPONSIBILITIES

- A. Except as expressly provided otherwise in this agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board, and that the Board is the legally constituted body for that purpose.
- B. The Board agrees to meet and discuss with the Union on policy matters affecting wages, hours, terms and conditions of employment as well as the impact thereon upon request of the Union.
- C. A meet and discuss meeting will be held by the Administration and the Union to discuss all lateral transfers before the transfer is made. Every effort will be made to make any transfer mutually acceptable. An employee may request a lateral transfer by written notice to the Personnel Department.

ARTICLE VII

HOURS OF WORK AND OVERTIME

- A. Eight (8) hours shall constitute a regular work day, and forty (40) hours shall constitute the regular work week for eight (8) hour employees. And Monday through Friday shall constitute a regular work week. The various work schedules are set forth in Appendix B.
- B. The starting and ending time of schedules, as set forth in Appendix B, may be changed by management with one (1) week's advance notice.

- C. Time and one-half shall be paid for all work in excess of eight (8) hours in one day, and for all work in excess of forty (40) hours in any one work week. No employee shall be laid off from regularly scheduled hours of employment for the purpose of offsetting overtime or premium pay. An employee who is absent due to a bonafide paid illness, vacation, funeral leave, or paid holiday shall not have the absence offset for purposes of calculating overtime.
- D. An employee who is called out for emergency work at any time, other than the regularly scheduled shift, shall receive a minimum of two (2) hours pay at the rate of time and one-half (1-1/2).
- E. Overtime opportunities shall be offered to employees on an equitable basis.
Beginning on July 1 of each year, offers of overtime will be made as follows: The most senior qualified employee in the classification at the location will be offered the opportunity first. The next offer of overtime will be made to the next most senior, qualified employee, and so on. If an employee refuses to work overtime when it is his turn, he shall be considered as having worked the overtime. Overtime will be offered through the entire list before returning to the beginning.
At the end of July and each subsequent month, the list of employees will be updated in the order of amount of overtime worked (including time refused) and by seniority. Overtime will be offered in accordance with seniority, beginning with employees with the least overtime accumulated.
- F. Employees shall be paid on a bi-weekly basis; Friday shall be the normal day when earnings for the two preceding weeks shall be paid.
- G. The Board shall, when practicable, continue its established practice of paying employees at the regular work station to reduce lost travel time on pay day. Such statement shall show the employee's name, the pay period and hours worked, all deductions made, and the net amount due the employee.
- H. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or week or of days of work per week or of work per year.
- I. An employee required to use the employee's own vehicle as requested by the supervisor in pursuance of work duties shall be reimbursed at the Internal Revenue Service rate.
- J. An employee who reports to work and is subsequently sent home due to severe inclement weather shall be paid to the end of the regularly scheduled shift.
- K. When students are instructed not to report to school due to severe inclement weather, Teacher Assistants will not report to work and will not be compensated for the day. Teacher Assistants must report to work on the day students are scheduled to make up the day (e.g., snow day).

ARTICLE VIII

HOLIDAYS

- A. For the purposes of this Agreement, the term "holiday" shall mean one of the following days:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
Good Friday	Monday after Thanksgiving
Monday after Easter	December 24
Memorial Day	Christmas Day
Independence Day	December 31
Labor Day	
- B. A regular employee with Board appointment shall be paid for each of the holidays set forth in Paragraph A occurring during the period in which the employee is actively at work, pay at straight time for regularly scheduled hours at the employee's regular rate of pay at the time the holiday occurs.
- C. The employee shall be eligible for holiday pay only if the employee works the last scheduled shift prior to and the next scheduled shift after such holiday. An employee shall not forfeit holiday pay if absent due to the following conditions:
 - 1) An employee is absent from work due to a verified personal illness and on paid sick leave.
 - 2) An employee is on vacation prior to or following such holiday in accordance with the provisions of Article X.
- D. A holiday occurring on Saturday shall be observed on Friday and a holiday occurring on Sunday shall be observed on Monday, providing school is not in session.
- E. An employee shall be entitled to an additional vacation day when a holiday occurs during a regularly scheduled vacation.
- F. An employee working on a holiday shall receive the employee's holiday pay in addition to pay at time and one-half for all hours worked on the holiday.

ARTICLE IX

LEAVES OF ABSENCE

A. Sick Leave

- 1) A full-time employee with regular Board appointment shall be credited July 1 of each year with ten (10) days of personal sick leave for the preceding full year of continuous service. A full-time employee (also sometimes known as a "2080 hour employee") is defined to mean an employee regularly scheduled to work eight (8) hours or more per day and five (5) days or more per week on a year-round (52 week) basis, exclusive of paid vacation, paid holidays and paid leaves of absence only.
- 2) A total unused portion of the annual sick leave shall accumulate indefinitely.
- 3) An employee with less than one full year of service on July 1 shall be credited with sick leave on the basis of one day for each full month of service, not to exceed ten (10) days.
- 4) An employee shall be required to furnish a doctor's certificate when returning from a sick leave exceeding two (2) days and, may be required to produce such a certificate for shorter absences at the discretion of the District after an employee uses ten (10) sick days in a year to the extent consistent with the Family and Medical Leave Act.
- 5) A new employee shall not be credited with sick leave until completion of the probationary period.
- 6) An employee whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of the employee's paid sick leave may be granted a leave of absence without pay by the Board for the duration of the illness, not to exceed one continuous year. Request for unpaid sick leave extension shall be made in writing to the Personnel Department.

An employee granted such unpaid sick leave extension shall not be eligible for fringe benefits or accrue retirement, vacation, sick leave, or seniority during the period of such leave, except as otherwise provided by State Law.

The Board shall carry all insurance policies on their employees during any such approved unpaid sick leave for a maximum period of one year, although the employee is responsible for his/her share of premium payments as if he/she remained at work.

If the employee does not return to work upon the expiration of the unpaid sick leave extension, the employee shall be terminated.

- 7) Upon return from sick leave, the employee shall return to the employee's former job, if physically qualified and the position is in existence, or to another position in accordance with seniority, subject to Article V.
- 8) Absence due to injury (other than assault) which is compensable in accordance with the Workers' Compensation Act shall not be charged against the employee's sick leave days unless the duration of disability is within the waiting period required by the Act. An employee, who has been absent from work for one continuous year must, at the beginning of the second year, provide a statement from his/her doctor stating that the employee cannot resume his normal duties. In that event, the employee will be responsible for the full cost of any insurance benefits he/she wishes to retain for that second year. Beyond two continuous years, no benefits are provided and seniority is terminated. If an employee is recalled to light duty, the period of light duty assignment will not suspend the running of either the one or two year time periods for fringe benefit entitlement, but, if an employee is allowed to work light duty after the expiration of the one year period, insurance benefits will be provided at District expense during the period of actual light duty work.

Any benefit payments under an employee's private insurance program need not be returned to the Board. If the employee fails to reimburse the Board as agreed, continuation of his salary and benefits shall cease.

Injuries occurring as a result of assault are covered under other provisions of this agreement.

- 9) Members of the bargaining unit absent from work because of mumps, scarlet fever, measles, chicken pox, scabies, head lice, or tuberculosis, as duly certified by a qualified physician, shall suffer no loss of compensation and shall not be charged with loss of personal sick leave. The addition of tuberculosis is effective as of July 1, 1985 and anyone that had this contagious disease prior to July 1, 1985 is not covered by this language.
- 10) Upon written application and approved by the Director of Human Resources, an unpaid leave of absence for a specified period of time and purpose may be granted to the employee not to exceed ten (10) working days at the discretion of the Board.

B. Personal Leave

- 1) All eligible members employed 40 hours per week, 12 months per year, will get three (3) personal days per year. All eligible members employed less than 40 hours per week, 12 months or less per year, will get one (1) day per year, although teachers' assistants will be entitled to two (2) days effective July 1, 2016. This is based on hours worked per day. Requests for personal leave shall be made in writing to the immediate supervisor at least five (5) days in advance of the day requested; however, one (1) personal leave day of the three days awarded may be used

without the five day advance request, provided the supervisor is notified before the start of the employee's regular shift, and if said request is justified. The one (1) day without the five day notice is available to employees who are employed forty (40) hours per week, twelve (12) months per year.

- 2) It is understood that personal leave will not be used for vacation days in themselves or to extend vacations and holidays.
- 3) For employees hired prior to July 1, 1987, the following procedure shall remain in effect for crediting unused personal days:
 - a) In the event that an employee does not use the allowed personal days during the 2008-09 work year (July 1, 2008 through June 30, 2009) one day will be credited to that employee's personal leave account for the 2009-10 work year (July 1 through June 30) for a maximum of four (4) days. For the 2009-10 work year one (1) day of unused personal leave may be credited to the employee's personal leave account. For the 2010-11 work year, one (1) day of unused personal leave may be credited to the employee's personal leave account. Only three (3) days may be used at one time. Any additional days not used shall be credited to the employee's accumulated sick leave as of the beginning of the following year.
- 4) For employees hired after July 1, 1987 the following procedure will be in effect for awarding personal days and crediting unused personal days:
 - a) For purposes of clarification of this section, work year shall mean the twelve months following the date the employee commenced employment.
 - b) Upon completion of the probationary period, three (3) personal leave days shall be granted new eligible employees (members employed 40 hours per week, 12 months per year). Thereafter, personal days will be awarded on the employee's anniversary date (one year from the date employment commenced).
 - c) In the event that an employee does not use the allowed personal days during the work year, one (1) day will be credited to that employee's personal leave account for the following year, and one (1) day may be accumulated in each subsequent year of this contract for a total of no more than four (4) in any work year. Only three (3) personal days may be used at one time. Any additional days not used shall be credited to the employee's accumulated sick leave on the anniversary date.

C. Christmas Shutdown

In lieu of Emergency Days, the District will give notice annually of the Christmas shutdown.*

*Shutdown - FT employees receive pay for shutdown days. Excluded are Teacher Assistants and Cafeteria Workers.

D. Funeral Leave

- 1) An employee (including one with a work schedule of less than 2080 hours per year), shall be allowed five (5) work days or seven (7) consecutive days, beginning with the day following the death, without loss of regular wages, in each case of death of a member of the immediate family. The term "immediate family" shall be understood to include the following:

Mother	Husband
Father	Wife
Brother	Parent-in-law
Sister	Near relative residing in same household
Son	Person with whom employee has
Daughter	made his home
- 2) In other cases - Grandmother, Grandfather, Grandson, Granddaughter, Son-in-law, Daughter-in-law, absence shall be allowed without loss of wages through the day of the funeral.
- 3) In case of death of near relatives (First Cousin, Aunt, Uncle, Niece, Nephew, Brother-in-law, Sister-in-law, Grandparent-in-law), an employee shall be allowed up to one (1) day to attend the funeral without loss of pay.
- 4) Absence for funeral leaves shall not affect accumulated sick leave.

E. Jury Duty and Court Subpoena

An employee required to serve as a juror shall receive regular wages less any compensation received as a juror. Satisfactory evidence of serving as a juror must be presented to qualify for payment. Similar makeup pay shall be granted to an employee who loses time from work because of the employee's appearance in court pursuant to proper subpoena. In order to be eligible for such benefit, the employee shall notify the employee's supervisor in writing immediately upon receipt of the call for jury duty or the subpoena. After such duty or subpoena, the employee shall present proof of

compliance from the appropriate public official and return to the School District of the City of Erie the amount of pay received for such duty or appearance as a witness, exclusive of any mileage allowance.

F. Military Leave of Absence

An employee serving in the Armed Forces shall be reinstated following separation from the service in accordance with the applicable Federal and State statutes.

G. Annual Military Reserve Training

An employee shall be granted a leave of absence with pay, not to exceed fifteen (15) days per calendar year, as prescribed by State Law to attend annual Reserve military training.

- H. 1) An employee who has approval to donate blood during regularly scheduled hours shall be paid for the time so spent.
- 2) Duly elected delegates, three (3), shall be granted time off without pay to attend International Union conventions and other International functions. The Union shall notify management in writing at least one week in advance of the leave. It is expressly understood that such leaves shall not be approved for local activities.

I. Child Rearing Leave

- 1) Upon the birth of a child, child-rearing leave, not to exceed one year, shall be granted at the request of an employee. An extension of not more than one year may be granted upon receipt of such request from the employee. During the period of the child-rearing leave the employee shall not be employed in a job outside of the Erie School District. Time spent on child-rearing leave shall count as actual District service regarding the accrual of benefits and seniority rights.
- 2) Requests for leave shall be made no later than one month prior to the anticipated commencement of the leave. In the case of employees who become disabled due to childbirth, the employee may use all credited sick leave and accrued vacation time for the period of actual disability, as certified by a physician. All other periods of leave related to childbirth or child-rearing shall be without pay. The unpaid portion must commence at the end of the period during which the employee is disabled as a result of childbirth. In the case of employees who are not disabled by childbirth, the leave must commence on the date of birth. All leaves shall be consecutive and a return to work will end all right to further leave occasioned by that birth.
- 3) Employees who are pregnant will be permitted to continue to work as long as they are capable of doing so without health risk. In cases where such employees desire to work beyond the sixth month of pregnancy, they must obtain from their attending physician written advice that the performance of regular duties poses no health risk. This medical advice must be repeated each subsequent month until absence from work commences. If the employee cannot obtain such medical advice the employee will be deemed disabled and eligible to utilize accumulated sick leave.
- 4) A written statement from the physician of an employee who has given birth shall be submitted verifying fitness to return to required duties as a prerequisite of return to work at the expiration of any period of disability or child-rearing leave.
- 5) Unused sick leave and vacation shall be carried over until the employee returns.
- 6) For employees not giving birth, a one day paid leave of absence shall be granted for parental responsibilities at the time of birth or adoption of a child, without regard to the one month notice requirement set forth above for child-rearing leave. This one day allowance may be extended in unusual circumstances with the approval of the Director of Human Resources.
- 7) Upon return from absence occasioned by childbirth or child-rearing leave, employees shall be entitled to be returned to a position in the same classification they occupied when the absence began, if consistent with seniority but the employee shall have no right to return to the same location or shift.

J. FMLA Leave

Eligible employees are entitled to leaves of absence for qualifying reasons under the Family and Medical Leave Act.

ARTICLE X

VACATIONS

- A. The vacation eligibility year shall be July 1st through the following June 30th.
- B. During the term of this Agreement, a full-time employee with regular appointment by the Board (full-time employee being defined in Article IX, Section A-1), shall on each succeeding July 1st that this Agreement is in effect, be eligible for vacation with pay for continuous service with the School District and each succeeding July 1st during the term of this Agreement in accordance with the following schedule:

Length of Continuous Service

<u>Since Last Date of Hire</u>	<u>Vacation</u>
Less than 12 months of service	One day vacation for each full month of service not to exceed ten (10) days
At least one year but less than five	10 days
At least five years but less than eleven	15 days
At least eleven years but	16 days less than twelve
At least twelve years but	17 days less than thirteen
At least thirteen years	18 days but less than fourteen
At least fourteen years but less than fifteen	19 days
At least fifteen years but less than sixteen	20 days
At least sixteen years	21 days but less than seventeen
At least seventeen years	22 days but less than eighteen
At least eighteen years	23 days but less than nineteen
At least nineteen years	24 days but less than twenty
Twenty years or more	25 days

- C. A new employee shall not be eligible for vacation until the employee has received a Board appointment and has completed the probationary period. The new employee shall receive vacation credits from the first day of service to the following June 30th in accordance with the schedule set forth in Paragraph B of this Article. Such vacation shall be credited on the July 1st following the first day of service or the date of successful completion of the probationary period, whichever is later.
- D. During the term of this Agreement, vacations will be credited to the employee as of July 1st for work performed during the preceding year; provided, however, that in the case of employees who are entitled to increments in vacation time above and beyond ten (10) days as set forth in Paragraph B of this Article, such increments shall be credited as of the employee's anniversary month and day of continuous service, but the taking of such incremental day or days of vacation time will be subject to the remaining paragraphs of this Article.
- E. Whenever practicable, vacation preference shall be honored in accordance with School District seniority. It is understood the vacation periods must conform with requirements for qualified personnel to perform necessary work. Vacation will be granted upon request two (2) weeks prior to the desired time off.
- F. Vacations must be taken during the vacation year or shall be forfeited although up to ten (10) unused vacation days each year may be converted to sick days. Anniversary increments must be taken prior to the July 1st following the date of crediting of the increment or the increment shall be forfeited.
- G. An employee who terminates employment shall be entitled to any unused, earned vacation pay and vacation pay on a pro-rata basis for months worked since July 1st in the current vacation eligibility year.

- H. Vacation time may be scheduled in one-half day segments with the approval of the Supervisor of Service Center, Supervisor of Service Center Operations/Transportation, Director of Operations, Chief Engineer/Maintenance Supervisor, or Asst. Maintenance Supervisor.

ARTICLE XI

EQUAL EMPLOYMENT OPPORTUNITIES

The Board and the Union are in agreement with the established policy and practice of providing to all candidates for employment and employees equal consideration irrespective of race, color, religion, national origin, sex, age, or other classification protected by law.

ARTICLE XII

DISCRIMINATION AND COERCION

- A. Neither the Board nor any of its Foremen, Superintendents, or other agents or representatives, shall discriminate against any employee because such employee is a member of, or acting as, a Steward, Officer, or other agent or representative of the Union.
- B. Neither the Union nor any Steward, Officer, or other agent or representative of the Union shall intimidate or coerce any employee, nor solicit members or funds in the plant during working hours.
- C. The Board shall not discriminate against any of the employees in the payment of wages, assignment of jobs, seniority, promotion, transfer, layoff, discipline, discharge, or any other term or condition of employment because of race, color, religion, marital status, sex, age, national origin, or other classification protected by law.
- D. The Union shall not discriminate against any employee on account of race, color, religion, marital status, sex, age, national origin, or other classification protected by law.
- E. Nothing in the Agreement shall be interpreted or applied in a manner which limits or restricts any action taken by the Employer to comply with the requirements of the Americans with Disabilities Act or any employer obligation under that Act.

ARTICLE XIII

TERMINAL PAY AT RETIREMENT

An employee who retires into PSERS as a "qualified retiree" shall be paid for his/her unused accumulated sick days at the rate of 60% of his/her per diem rate not to exceed \$80 per day with unlimited accumulation, provided the District is notified by letter to the Personnel Department at least ninety (90) days prior to July 1 of the planned retirement occurring during the following school year. In any event, the employee shall be paid an amount of not less than \$500. This amount will be included in the employee's last paycheck. Payment for accumulated sick days at time of retirement shall include any days accumulated during the retirement year up to ten (10) days prorated on the basis of the number of months worked prior to the date of retirement. For purposes of this Section, "qualified retiree" shall be defined as someone who meets the following criteria:

- Any age with twenty-five (25) years of service in PSERS and at least ten (10) years of service with the Erie School District; or
- Age sixty-two (62) with at least ten (10) years of service in the Erie School District.

If the employee does not apply by July 1, he/she will not receive payment for unused sick days or Early Retirement Incentive until July of the following year.

In the event of the death of the retiree, the balance of the amount due will be paid to the retiree's beneficiary or estate each July in the same yearly amount being paid the retiree.

ARTICLE XIV

INSURANCE

- A. Health Insurance
 - 1) The Board shall maintain, during the term of this Contract (subject to Section A-2 of this Article), health insurance benefits equal to or greater than those provided in the current Highmark Blue Cross Blue Shield PPO Blue Plan as modified below.

Effective July 1, 2017, the existing “PPO Blue” plan shall be modified as follows:

Specialist Office Visit:	\$30 co-payment (effective July 1, 2017)
Physician Office Visits:	\$30 co-payment (effective July 1, 2017)
ER:	\$100 co-payment (effective July 1, 2017)

Deductibles:

<u>Effective:</u>	<u>In-Network Deductible (Individual/Family):</u>	<u>Out-of-Network Deductible</u>
July 1, 2021	\$150/\$300	\$300/\$600
July 1, 2022	\$250/\$500	\$500/\$1,000
July 1, 2023	\$250/\$500	\$500/1,000

All employees enrolled in health insurance coverage, regardless of category of coverage, will pay the following amounts each month through payroll deduction:

Effective July 1, 2019	\$100
Effective July 1, 2020	\$110
Effective July 1, 2021	\$110

Effective July 1, 2022 Incentive Formulary - \$10 generic, \$40 preferred formulary, \$80 non-preferred formulary.

Effective July 1, 2022 introduce Exclusive Home Delivery Program, which requires members to use mail order for all maintenance prescriptions. Maintenance prescriptions will be rejected at retail after 2 fills. Mail order co-payments: \$20/\$80/\$160 for a 90-day supply.

The District shall establish and maintain a Section 125 plan to enable tax free coverage of the premium share amounts.

- 2) It is understood that individual differences between individual applicants, beneficiaries, the processors of claims, and the insurer(s) are not subject to the Grievance Procedure of this Contract. Such differences shall be disposed of by the insurer(s) and the individual applicants or beneficiaries in accordance with the normal claims procedure of the insurer(s).
- 3) The School District will waive the monthly employee contributions for Dependent Insurance of employees who have contributed for that class of Dependent Insurance for at least one (1) year. This is subject to change when and if the monthly premium rates paid by the District increase or decrease.
If the Dependent Coverage status of an employee changes at any time so as to normally result in a greater employee contribution, the difference between the old and new amount is to be deducted for the one-year period before such additional contribution amount is to be waived. This paragraph will not apply to employees hired after July 1, 2016. Spousal/dependent coverage may be added at any time without additional cost to the employee.
- 4) An employee who removes his/her spouse from dependent coverage under the District’s plan of hospital, medical, surgical insurance will receive a payment of \$750.00. An employee who has received the payment of \$750.00 for removing his/her spouse from dependent coverage under the District’s plan will be allowed to have such coverage reinstated for his/her spouse upon providing proof to the District that said spouse’s employment has ceased through termination, retirement, or layoff. Proof of cessation of employment shall consist of written verification from the former employer or a copy of an Application for Retirement Benefits or its equivalent. If the reinstatement occurs within two (2) years of the removal of the spouse, the District shall be permitted to recover the \$750.00 from the employee through payroll deduction over a period of 12 months following the reinstatement.
- 5) This section applies to employees, new to the District, who become employees on or after October 10, 2013. This District’s plan will always be the primary payer for employees of the School District of Erie and their dependent children, but will be the secondary payer for a spouse who has a medical plan offered through their place of employment.

If an employed spouse opts out of the medical coverage that is available to them at their place of employment and chooses to enroll in the District’s plan, there will be an additional cost to the employee for this coverage. This

additional cost will equal the difference between the single COBRA rate and the Employee + Spouse COBRA rate as determined by the insurance plan's actuaries.

B. Life Insurance and Accidental Death and Dismemberment

The Board shall provide without cost to the employee's life insurance and accidental death and dismemberment insurance in the amount of \$35,000.

C. Dental Plan

The Board shall provide a dental plan with full paid individual and family coverage.

The benefits shall be as follows:

Dental Services	Dental Treatment Costs	
	Paid by Carrier	Paid by Patient
Diagnostic	100%	0%
Preventive	100%	0%
Restorative	100%	0%
Oral Surgery	100%	0%
Endodontic	100%	0%
Periodontic	100%	0%
Prosthodontic	50%	50%
Orthodontic	50%	50%

Maximum - \$1,000 per person, per calendar year, with a separate orthodontic maximum of \$750 per case. (As of July 1, 2009, maximum will increase to \$1,000 per case)

D. Visual Care Plan

The Board shall provide in a vision care plan for the employee, without cost to the employee, including family coverage at no cost to the employee, the benefits of which shall not be less than those provided in the Pennsylvania Blue Shield Eye Examination and Refraction Program that was in effect in 1981-82.

E. The Board shall allow those employees on maternity leave to reimburse the District for premium for hospital, medical, surgical insurance benefits as set forth in Paragraph A of this Article while such employee is on leave. Premiums must be paid in advance in accordance with District payment schedule.

F. Employees who retire into the Public School Employees' Retirement System may continue their membership under hospital, medical, surgical insurance and dental insurance programs as may exist now or hereafter up to age 65 or when they become eligible for Medicare, whichever occurs first, provided they pay to the District at a time specified by the District a lump sum necessary to cover the entire cost of the annual premium.

G. The insurance benefits described in this Article are intended to be equal to the insurance benefits provided in the District's collective bargaining agreement with the Erie Education Association. If the insurance provisions in that agreement change at any time, those changes will automatically be made at the same time to the insurance provided under this agreement, regardless of any of the specific benefits set forth in this Agreement. The change could include, but are not limited to, moving to a different type of plan, modifying levels of coverage, the implementing and/or increasing (or decreasing) deductible amounts, co-pays, and out-of-pocket limits.

Absence due to injury and disability as a result of an assault (which is an intentional act) by students or non-students on school property or on school business shall not be charged against the worker's sick leave days. The Board shall continue his hourly base rate and benefits for the duration of the absence, but not to exceed one (1) calendar year from the date of injury, provided the employee agrees in writing to return to the Board any Pennsylvania Workers' Compensation, Social Security, and other insurance benefit payments or monies obtained (not to exceed payments made to the worker by the School Board) relating to the assault. Employees who have been assaulted must notify the Building Principal or immediate supervisor and the District Police immediately.

H. In case of an assault on a worker in the performance of his duties during the course of his employment causing damage to his clothing and/or job related equipment and where such damage is verified by the employee's supervisor, the Board shall make a financial adjustment with the worker. Such adjustment will be determined by the Personnel Department, the Union representative and the employee. Financial adjustment on an approved claim will be made within sixty (60) days.

I. In case of vandalism or theft of a worker's personal tools and/or other job related equipment, approved by the immediate supervisor for use on the job, occurring on school grounds during the course of their employment and in the performance of their duties and verified by the employee's supervisor, the Board shall make a financial adjustment with the worker. Such adjustment will be determined by the Personnel Department, the Union representative and the employee.

If a member of the bargaining unit is instructed by their immediate supervisor to use their personal vehicle in the performance of their duties and the vehicle is vandalized, a claim can be submitted for financial adjustment. Such adjustment will be determined by the Personnel Department, the Union representative and the employee.

Financial adjustment on an approved claim will be made within sixty (60) days.

ARTICLE XV

OTHER BENEFITS

A. Longevity Payments

Each July 1, the District will determine the eligibility of employees for longevity payments under this Section, to be paid in one lump sum payment during the following June. Amounts paid shall be as follows:

Completed years of service as of July 1	Amount to be paid the following June
20-24	\$300.00
25-29	\$400.00
30 or more	\$500.00

The longevity set forth in this Section shall only be paid in the case where the employee has worked the full work year.

B. Death Benefit After Retirement

The Board will provide a \$3,000 death benefit made payable to the employee's beneficiary or estate with the following restrictions:

- 1) Ten (10) consecutive years in the Erie School District
- 2) To begin with retirees from the 1981-82 school year
- 3) Must retire into the Public School Employees' Retirement System
- 4) Payment of death benefits shall be based on the contractual amount in effect at the time of retirement.

C. Health Insurance

1) Employees hired prior to July 1, 2016 who retire into the Public School Employees' Retirement System ("PSERS") may continue their membership under hospital, medical, surgical, major-medical insurance and dental insurance programs up to the age of 65 or when they become eligible for Medicare, whichever occurs first, as follows:

- a) "Qualified Retirees" shall be defined as those who meet the following criteria:
 - i. Any age with twenty-five (25) years of service in PSERS and at least ten (10) years of service with the Erie School District; or
 - ii. Age sixty-two (62) with at least ten (10) years of service in the Erie School District.
- b) Qualified Retirees shall contribute the PSERS premium assistance for District-provided health insurance for only the duration of the time they remain on District provided insurance.
- c) "Regular Retirees" who do not meet the criteria in section (a) above shall pay a lump sum necessary to cover the entire cost of the annual premium. Payments are due at a time specified by the District.

2) Employees hired after July 1, 2016 who retire into PSERS may continue their membership under hospital, medical, surgical, major-medical insurance and dental insurance programs up to age 65 or when they become eligible for Medicare, whichever occurs first, by paying the applicable COBRA rates.

3) Health insurance coverage under this provision will be the same as provided to active employees. If there is a change to coverage for active employees, the changes also will apply to retirees.

4) This provision shall not be subject to the Grievance Procedure by retired employees.

ARTICLE XVI

UNION RIGHTS

- A. All employees in the bargaining unit, who are members of the Union on the effective date of the Agreement, or who thereafter become members of the Union, shall remain members of the Union in good standing as a condition of employment for the duration of this Agreement; provided that such employees may resign their membership in the Union during the period of fifteen (15) days prior to the expiration date of this Agreement.

- 1) The Board, upon receipt of a signed voluntary written authorization form to be furnished by the Union, agrees to deduct (from the salaries of employees who are members of the Union) regular monthly membership dues on the second pay period.
 - 2) Monthly membership dues shall be remitted to the Financial Secretary of the Union together with a list (Union Deduction Dues Sheets) of those from whom deductions were made in alphabetical order within five (5) working days after the deduction.
 - 3) The Union shall notify the Board in writing of the amount of dues specified in the By-Laws and shall submit to the Board a copy of the By-Laws or the applicable By-Law provision.
 - 4) The Union shall indemnify and save the Board harmless against any and all claims, demands, or other form of liability, that may arise through complying with any provision in this Article.
- B. The Union and its representatives shall be allowed to use school buildings at reasonable hours for executive board meetings and/or special meetings - not general Union meetings - with the approval of the Building Principal and in accordance with established use of building procedures.
 - C. The Union shall be allowed to use the facilities of the interschool mail system in accordance with the practices, procedures, and schedules of said system which is subject to change from time to time.
 - D. Teachers and secretaries shall not be permitted to direct or otherwise give orders to members covered by this Agreement. Teacher Assistants are excluded from this particular Section.
 - E. There will be two rest periods during each full work day as follows: a fifteen- minute rest period during the first half of the day and a fifteen-minute rest period during the second half of the day. In cases where work is scheduled for one-half day only, there shall be one fifteen-minute rest period.
 - F. An employee, in the performance of his/her duties who is charged with the responsibility of supervising children, will be covered by the School District in case of liability.
 - G. The maintenance supervisors will make every effort to allow for cleanup time on any job site during the normal work day.
 - H. All references contained in this Agreement shall be deemed to apply to both male and female employees regardless of the gender implied in the reference, except for those matters which, from the context, could only apply to one sex or the other.
 - I. Copies of this Agreement shall be printed at the expense of the Board. Distribution to the employees in the bargaining unit is the responsibility of the Union. Contracts shall be made available for distribution to all members no more than sixty (60) days following the ratification of the Agreement by the Union. Said contract may be delivered to each member by inter-school mail. The Union shall be provided with an additional fifteen (15) copies for its own use.
 - J. Any Union officer who works second or third shift shall be entitled to unpaid leave with no loss of seniority in order to attend the monthly Union meetings. Such an employee will be required to punch out and back in.

ARTICLE XVII

WORK SCHEDULES LESS THAN 2080 HOURS PER YEAR

- A. For employees hired prior to July 1, 1991, an employee (with Board appointment) regularly scheduled to work four (4) hours or more a day, five (5) days a week, and during the full school year shall be eligible for the following benefits:
 - 1) Participation in the Retirement Plan as determined by Public School Employees' Retirement Board Rules and Regulations.
 - 2) Pay for scheduled hours not worked on a recognized holiday occurring during the employee's regularly scheduled work year in accordance with Article VIII.
 - 3)
 - a) Five (5) days paid sick leave per year, to accumulate without limit, to be credited July 1 of each year for the preceding full year of continuous service;
 - b) Paid sick leave shall be based upon the number of regularly scheduled hours a day worked by the employee;
 - c) An employee with less than one full year of service on July 1 shall be credited with sick leave on the basis of one day for each two months of service, not to exceed five (5) days;
 - d) An employee shall be required to furnish a doctor's certificate when returning from a sick leave exceeding two (2) days;
 - e) A new employee shall not be credited with sick leave until the employee completes the probationary period and receives a regular Board appointment.
 - 4) Participation in Group Insurance plan - Article XIV.
- B. Effective July 1, 2016, teacher assistants' will be entitled to seven (7) days paid sick leave per year.
Effective July 1, 2023, teacher assistants will be entitled to ten (10) days paid sick leave per year.

- C. For employees hired on or after July 1, 1991 (with Board appointment), eligibility for the benefits listed in Section A shall be limited to those employees regularly scheduled to work more than four hours per day, five days per week, during the full school year.
- D. For the duration of this agreement, for employees hired prior to July 1, 1991 and covered by Section A the District will not reduce the regularly scheduled hours below four for the purpose of rendering a still working employee ineligible for benefits. This assurance shall not be interpreted as preventing the District from completely eliminating any of part-time positions covered by Section A or as guarantee of a specific number of positions or hours.
- E. An employee regularly scheduled to work five (5) hours or more a day, five (5) days a week, but during the full calendar year from July 1st through the following June 30th shall be eligible for the benefits set forth in Paragraph A of this Article and ten (10) days of time off each year for the full year of service prior to July 1st. Such time off will be credited and granted to the employee under all the terms and conditions of Article X of this Agreement, as if it were vacation time.

ARTICLE XVIII

ASSISTANT PROGRAMS

- A. Special Education and Learning Resource Assistants employed prior to March 1, 1974 shall retain during the period they remain such assistants ten (10) days sick leave - cumulative. Should these assistants transfer, terminate employment or program, new assistants hired will have only those benefits specifically stated in the contract.
- B. Programs initiated to utilize subsidies or grants available from agencies other than the School District of Erie or the Commonwealth of Pennsylvania, the Board shall compensate the employees engaged in such programs at the same rate as provided in this Agreement for such services unless applicable law, regulations, guidelines, contract or grant document covering the operation of such program prohibits the Board from doing so.
- C. To the extent permitted by such applicable law, regulations, guidelines, contract or grant document, the Board shall provide to the employee engaged in such programs the working conditions provided in this Agreement.
In the event that applicable law, regulations, guidelines, contract or grant document covering the operation of any such program are altered or changed by the granting agency, the Union will be consulted with regard to the effect that such alteration or change will have upon the members of the bargaining unit.
- D. The Board, upon termination of such contract or grant, will determine whether such program shall be continued with District funds.
- E. Assistants in programs terminated by end of Federal or other agency funding and not continued by Board or Pennsylvania Commonwealth funds, may bump the most junior employee in same job classification.
 - 1) The bumping employee must have greater seniority than the employee to be bumped.
 - 2) An employee may only bump the most junior employee in the job classification into which the bump is made and must replace that employee irrespective of job location.
 - 3) Classification of Assistants:
Teacher Assistant (includes School District, Pre-K) - may not bump into Special Education or Learning Resource classification categories.
Special Education - may bump into Teacher Assistant classification category.
Learning Resource - may bump into Teacher Assistant classification category.
 (Special Education and Learning Resource Assistants cannot bump into each other's categories.)
- F. Assistants are not to be left alone with students for an unreasonable length of time.

ARTICLE XIX

INDIVIDUAL AGREEMENTS

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

ARTICLE XX

SAFETY AND HEALTH

- A. Once each month a safety committee consisting of not more than three (3) Union representatives shall meet with a representative of the District Personnel Department, the District Coordinator of Safety, and a District Supervisor in

maintenance, custodial or cafeteria areas. Such meetings will be held during working hours and shall be scheduled by the Personnel Department.

- B. First Aid supplies will be furnished as determined by the Safety and Health Committee.

ARTICLE XXI

MISCELLANEOUS

- A. Eligible employees may avail themselves of the School District doctor for required yearly exam and chest X-Ray if necessary.
- B. Employees who are not covered by the District's Department of Transportation drug and alcohol testing requirements are not subject to random testing, but are subject to reasonable suspicion drug and alcohol testing.
- C. The District will provide an Employee Assistance Program (EAP) for employees.
- D. Bargaining unit employees will not be employed to operate vehicles relating to the District's food service contractor.

ARTICLE XXII

GENERAL SAVINGS

- A. If any Article or Section of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other Articles and Sections shall continue in full force and effect.
- B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXIII

ERIE HIGH VOCATIONAL STUDENTS

Erie High School vocational students will be allowed to do minor maintenance to District buildings. The Director of Vocational Education will meet with the Executive Director of Operations and/or the Director of Facilities and Maintenance and leaders of the trades to discuss approval for the instructional maintenance to be done. Union officials will be informed in writing of the proposed instructional maintenance for their review and approval. Schedules will be produced on a monthly basis.

ARTICLE XXIV

LIGHT DUTY POLICY

- A. Any employee disabled as a result of a work related injury may be offered a transitional work assignment or a temporary light duty work assignment if such work is available at the time.
- B. The specific duties assigned any such employee shall depend upon the following factors:
 - 1) Restrictions established by a physician selected by the District or approved by a physician of the District's choice.
 - 2) The qualifications, skills, and abilities of the employee.
 - 3) The work requirements of the District at the time.
- C. The duration of the transitional work assignment or the light duty work assignment shall be determined by the District in light of the nature of the injury, the prognosis of the physicians involved and the continuing availability of appropriate work. The number of hours and/or shift of the assignment may be changed in the discretion of the District. Assignments will be reviewed from time to time to assess their duration. In no event will an employee be in light duty status on a permanent basis.
- D. The District shall designate a manager to monitor and supervise the transitional work program.
- E. The objective of the program shall be to return the employee to his regular assignment at the earliest possible time with due regard for the safety of the employee.
- F. The number of transitional work assignments or light duty assignments will be limited by the available work.
- G. Assignments may consist of bargaining unit work, non-bargaining unit work or a combination of the two. Assignment to non-bargaining unit work will not include work normally performed by employees in other District bargaining units.

- H. The employee will be paid at his/her regular hourly rate of pay and will receive benefits and seniority accrual appropriate to the hours worked or the contractual provisions relative to leave of absence, whichever is greater.
- I. Transitional work assignments are exempt from the bidding and transfer request provisions in the Agreement.
- J. Employees assigned to transitional work or a light duty assignment are not eligible for overtime.

ARTICLE XXV

TERM OF AGREEMENT

- A. This Agreement shall begin on July 1, 2023 (although a wage increase will become effective January 1, 2023) and shall continue in full force and effect until June 30, 2026.
- B. The Board and the Union agree, except as provided below, that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement.
- C. Prior to June 30, 2024, the parties will negotiate over the subject of wages to be paid for the period July 1, 2024 through June 30, 2025. The timetable for those negotiations shall be in accordance with Act 88. If agreement is not reached on the reopened terms on July 1, 2024, the parties shall have the same rights to strike or lockout that they would have if the entire agreement expired.
- D. Prior to June 30, 2025, the parties will negotiate over the subject of wages to be paid for the period July 1, 2025 through June 30, 2026. The timetable for those negotiations shall be in accordance with Act 88. If agreement is not reached on the reopened terms on July 1, 2025, the parties shall have the same rights to strike or lockout that they would have if the entire agreement expired.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties this _____ day of _____, 20____.

SCHOOL DISTRICT OF THE CITY OF ERIE,
PENNSYLVANIA

LOCAL #1968, DISTRICT COUNCIL 57,
INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES

By _____
President

By _____
President

Attest:

By _____
Secretary

By _____
Business Agent

APPENDIX A

1968 TIER 1

TIER 2 RATES AND PROGRESSIONS SHALL APPLY TO ALL EMPLOYEES HIRED AS NEW EMPLOYEES ON OR AFTER JULY 1, 1991

Position	2022-23 Rate	Effective 01/01/2023	2023-24 Rate
Bricklayer	\$31.16	\$31.46	\$31.76
Painter	\$27.40	\$27.70	\$28.00
Custodian A 4	\$21.00	\$21.30	\$21.60
Reading/Math Skills, Federal Programs, Special Ed and LRA Assistant	\$17.63	\$17.93	\$18.23

1968 TIER 2

TIER 2 RATES AND PROGRESSIONS SHALL APPLY TO ALL EMPLOYEES HIRED AS NEW EMPLOYEES ON OR AFTER JULY 1, 1991

Position	2022-23 Rate	Effective 01/01/2023	2023-24 Rate
Attendance Office Assistants	\$14.69	\$15.34	\$15.99
Bricklayer	\$24.75	\$25.05	\$25.35
Carpenter, Cement Finisher	\$22.51	\$23.16	\$23.81
Chief Attendance Officer	\$19.92	\$20.22	\$20.52
Custodian A 1st Shift	\$16.38	\$16.68	\$16.98
Custodian A 2nd Shift	\$16.54	\$16.84	\$17.14
Custodian A 3rd Shift	\$16.59	\$16.89	\$17.19
Electrician	\$23.65	\$24.30	\$24.95
Electrician Helper	\$17.78	\$18.08	\$18.38
Erie School District/ESL	\$14.10	\$14.40	\$14.70
ESL Student & Family Support Facilitator	\$18.45	\$19.10	\$19.75
Garage Mechanic	\$20.22	\$20.87	\$21.52
Garage Mechanic/Scheduler	\$21.60	\$22.25	\$22.90
Glazier, Composition, Carpeting, Tile Repair, Shade Repair, Stage Equipment	\$21.40	\$22.05	\$22.70
Groundskeeper	\$19.31	\$19.61	\$19.91
Hearing Interpreter	\$19.55	\$19.85	\$20.15
Laborer / Press Operator 4	\$16.12	\$16.42	\$16.72
Maintenance Technician			\$23.03

Painter	\$21.40	\$21.70	\$22.00
Plumber, HVAC, Welder, Sheet Metal	\$23.01	\$23.66	\$24.31
Pre-K TA	\$14.96	\$15.61	\$16.26
Reading/Math Skills, Federal Programs, Special Ed and LRA Assistant	\$15.09	\$15.74	\$16.39
Stock Clerk	\$18.43	\$18.73	\$19.03
Telecommunication Repair/Install	\$22.68	\$22.98	\$23.28
Time Keeper 4	\$18.86	\$19.51	\$20.16
Truck Driver / AVA Dispatcher 4	\$17.30	\$17.60	\$17.90

BUS DRIVERS, BUS ATTENDANTS, AVA PERSONNEL

Whenever any of the above employees are assigned by management to a job classification within this bargaining unit, they shall receive the higher of the rate for the job to which assigned or the employee's regular rate as a Bus Driver, Bus Attendant or AVA Driver. All fringe benefits for such personnel, including but not limited to vacations, holidays, leaves of absence, insurance and terminal pay at retirement, shall be governed by the Labor Agreement covering Bus Drivers, Bus Attendants and AVA Personnel.

The Board shall be permitted to assign the District's bus drivers to the District's buildings during the first shift when the bus drivers are not on their bus runs/routes. During the day, between their usual driving responsibilities, bus drivers may transport students, and perform preventative maintenance and custodial work at the buildings where they are assigned.

STARTING RATE

The wage rate for a new employee* shall not be less than \$.10 per hour below the wage rate for the job classification set forth in this Agreement. Upon successful completion of the probationary period, such new employee's wage rate shall be increased to the rate for his job classification.

*wherever applicable

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The School District of the City of Erie, Pennsylvania

Brian J. Polito, CPA
Superintendent of Schools

Board of School Directors

Daria S. Devlin, *President* John C. Harkins, *Vice President*
Jay Breneman Gwendolyn Cooley
Lauren Gillespie Sumner Nichols Lori A. Pickens
Zakaria Sharif Rosemary C. Sheridan