

AGREEMENT

Between

THE SCHOOL DISTRICT OF PHILADELPHIA

and the

LOCAL 32BJ DISTRICT 1201

**AFFILIATED WITH SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO**

JULY 1, 2016

TO

AUGUST 31, 2020

TABLE OF CONTENTS

ARTICLE I	BOARD PREROGATIVES.....	1
ARTICLE II	RECOGNITION OF THE UNION	2
ARTICLE III	DEFINITIONS.....	4
ARTICLE IV	GRIEVANCE PROCEDURE.....	6
ARTICLE V	RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS	9
ARTICLE VI	FAIR PRACTICES.....	9
ARTICLE VII	JOINT CONTINUING COMMITTEES	9
ARTICLE VIII	RIGHTS OF THE UNION	12
ARTICLE IX	WORKING CONDITIONS - ALL DEPARTMENTS	14
ARTICLE X	WORKING CONDITIONS - MAINTENANCE DEPARTMENT	23
ARTICLE XI	WORKING CONDITIONS ENGINEERING & CLEANING	26
ARTICLE XII	WORKING CONDITIONS - SCHOOL AIDES AND BUS ATTENDANTS	32
ARTICLE XIII	WORKING CONDITIONS - TRANSPORTATION.....	34
ARTICLE XIV	WORKING CONDITIONS - BUILDING INSPECTORS	38
ARTICLE XV	WAGES AND HOURS OF WORK.....	39
ARTICLE XVI	HEALTH AND WELFARE BENEFITS	51
ARTICLE XVII	VACATIONS	63
ARTICLE XVIII	SENIORITY	65
ARTICLE XIX	DEPARTMENTAL TRAINING PROGRAMS	71
ARTICLE XX	TRANSFERS AND ASSIGNMENTS OF FACILITIES/MAINTENANCE EMPLOYEES	76
ARTICLE XXI	TRANSFERS AND ASSIGNMENTS OF TRANSPORTATION EMPLOYEES, SCHOOL AIDES' AND BUS ATTENDANTS	84
ARTICLE XXII	SHOP STEWARDS.....	94
ARTICLE XXIII	SUPPLEMENTAL EMPLOYEES.....	96
ARTICLE XXIV	SAVING CLAUSE.....	97
ARTICLE XXV	AMENDMENTS	97
ARTICLE XXVI	ENTIRETY OF AGREEMENT	97
ARTICLE XXVII	NO REPRISAL CLAUSE	97
ARTICLE XXVIII	DURATION OF AGREEMENT	98

ARTICLE I BOARD PREROGATIVES

Section 1. The CEO, SRC and their representatives and designees shall have control over the management, direction and operation of Facilities Management Services, Transportation and Warehouse Departments, long-term substitute and regularly appointed School Aide I, School Aides II, and School Aides III, Building Construction Inspectors I, and II, including, but not limited to the employment, classification and initial or subsequent assignment of employees, the suspension or dismissal of employees and the making of rules and regulations for the management and operation of the Departments of the School District set forth in Appendix "A" as amended, attached hereto and made part hereof, including the choice of machinery and equipment and the methods of performing the work and duties in said departments. All rights and powers conferred upon the SRC and the CEO and their representatives and designees by the laws of the Commonwealth of Pennsylvania and the Philadelphia Home Rule Charter are reserved to them.

This listing of managerial rights is not intended to be exhaustive but merely illustrative. It is expressly agreed by the Union that the SRC's ability to manage and control the operations of the School District is limited only by, and will be exercised in, accordance with the provisions of this Agreement.

Section 2. Except for the provisions of Article IV and any binding decision that emanates therefrom, any provision of this Agreement to the contrary notwithstanding, no provision of this Agreement shall be construed as limiting the SDP's, the SRC's or the Superintendent's authority or managerial prerogative, except that for the duration of this Agreement up to and including August 31, 2016, the SDP, the SRC and the Superintendent shall have no statutory authority or managerial prerogative to cancel or renegotiate this Collective Bargaining Agreement. Specifically, the parties hereby agree that the SDP and the SRC, either as currently composed or as may be composed during the term of this Agreement, and the current or any future Superintendent, and/or their designees, shall not invoke such Section 6-696 of Act 46, Section 6-693 of the Public School Code of 1949, as amended, or any other statute or authority to cancel, terminate, or modify this Collective Bargaining Agreement, either now existing, or as may be passed by the State legislature during the term of this Agreement.

Notwithstanding the foregoing, the parties agree that should the SDP, the SRC, the Superintendent, or any of their designees or successors, seek to cancel, terminate, or modify this Agreement during its term up to and including August 31, 2016, they shall be required to retroactively restore the *status quo* in place as of July 15, 2012, including restoration of all economics required by the Collective Bargaining Agreement prior to the parties entering into this Agreement.

It is understood that the Union does not agree that the SDP, the SRC, or the Superintendent has the right to cancel, terminate, or modify this Agreement during its term.

Agreement made and entered into on the 1st day of July, 2016, by and between the School Reform Commission of the School District of Philadelphia, hereinafter referred to as the "SRC" and Local 32BJ District 1201, affiliated with the Service Employees International Union, AFL-CIO hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, by resolutions duly adopted by the Board of Education on November 28, 1966 and September 9, 1968, the CEO and SRC are duly authorized to bargain collectively concerning matters set forth in said resolutions and

WHEREAS, pursuant to the procedure designated in said Board of Education resolutions, the Superintendent did designate the Union as the exclusive bargaining agent for the employees hereinafter referred to; and

WHEREAS, it is the desire of both parties to this Agreement to bargain collectively with regard to wages, hours and working conditions herein consistent with the School Reform Commission's obligations under the law.

NOW THEREFORE, for and in consideration of the covenants herein contained, with intent to be legally bound hereby, the parties hereto mutually agree as follows:

ARTICLE II RECOGNITION OF THE UNION

Section 1. The CEO and SRC agree to and hereby does recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours and working conditions specified in this Agreement on behalf of all employees in the classifications set forth in Appendix "A" attached hereto and made part hereof.

Section 2. The CEO and SRC shall permit a designated regular staff member of the Union or an off-duty employee representative of the Union to visit the work location at a time mutually agreed upon by the representative and principal or supervisor in charge of the work location to investigate employee complaints or grievances relating to the terms and conditions of this Agreement. If the time of visit is not mutually agreed upon, the representative shall inform the principal and the immediate department supervisor, in writing, at least two (2) work days in advance of his/her visit if the work location is a school, or the supervisor in charge of the work location if it is not a school. Upon the representatives' arrival, the principal, or, in his/her absence, the acting administrator and the immediate supervisor of the employees of the work location, shall confer with the Union Representative in order to facilitate the purpose of his/her visit. If conferences with employees are necessary, they shall be scheduled so as not to interfere with the work program. Upon his/her departure from the work location, he/she shall so inform the principal if the work location is a school, or the supervisor in charge of the work location if it is other than a school.

Section 3. The CEO and SRC will deduct from the pay of each employee who delivers a written authorization to do so, in form satisfactory to the CEO and SRC the required amount for the payment of Union initiation fees and Union dues, and/or contributions to the American Dream Fund. The fees and dues, and contributions, a list of employees from whom they have been deducted and the amount deducted from each, a list of employees who had authorized such deduction and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union no later than thirty (30) days after such deductions were made. Dues shall be deducted beginning on the 31st calendar day following the date on which the member becomes and remains a member. Effective as soon as practicable following ratification, the District shall transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmittal shall be accompanied by employee identification number and any other necessary information as determined by the Parties.

Section 4. Any employee who, at the time of the execution of this Agreement, is or becomes a member of the Union or who has authorized the deduction of dues shall, as a condition of employment, continue such membership or dues deduction until such time as such employees resigns from membership or revokes his/her dues authorization by notifying the District and the Union in writing during the period from August 17, 2020 through August 31, 2020. In the event that a person ceases to be employed in a position included in the bargaining unit represented by the Union, such membership and dues deduction shall be discontinued at that time.

Section 5. Any employee included in the bargaining unit who is not a member of the Union shall have deducted from his/her pay a fair share payment following the end of the employee's probationary period. Such deductions shall be transmitted to the union in the same manner as regular dues. Any change in the fair share fee shall be submitted to the Board by the Union in the same manner as changes in dues are submitted. The Union agrees to hold the School District harmless from any claims, disputes, and/or litigation which may arise regarding the School District's participation in deducting such fee.

Section 6. The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

Section 7. The SRC and CEO shall make available to the Union, upon its written request, any and all information and statistics the School District has theretofore compiled and records it customarily maintains which are reasonably relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable.

**ARTICLE III
DEFINITIONS**

Section 1. The following terms, as used in this Agreement, shall have the meanings herein set forth and no other:

- a. ADVANTAGE system shall refer to the current computerized payroll system.
- b. "Board of Education" shall mean the Board of Education of the School District of Philadelphia and its representatives in the administration of the said School District.
- c. "Chief Executive Officer" shall mean the CEO of the School District of Philadelphia and his representatives in the administration of the School District, except as that term is used in Article XXIV, in which event it is to be restricted to the CEO himself.
- d. "Classification" shall mean the pay step, job classification or job description in which the employee is currently appointed or in which he/she is employed as a long-term substitute.
- e. "Custodial employees" shall generally refer to custodial assistants and/or cleaning leaders, general cleaners and housekeepers but may also include building engineers.
- f. "Department" shall mean the department designation under which the employee's classification is listed in Appendix "A".
- g. "Employees" shall mean all of the personnel who continue to hold appointments by the Board of Education in the classifications set forth in Appendix "A" attached hereto, provisional employees and long-term substitutes employed in such classifications, and no other employees of the School District of Philadelphia. For the purposes of this Agreement, "employees" shall not mean "per diem substitutes".
- h. A "Long-term substitute" shall mean a person working for the School District who does not hold an appointment in any classification of the Board of Education, but who has been employed in any classification for more than sixty (60) consecutive calendar days, holds a satisfactory performance rating and is likely to continue in a job as a substitute for an appointed employee, or in a vacancy, for an additional three (3) consecutive months or more and is thereupon designated as a "Long-term Substitute".
- i. "Pay progression" shall mean the pay level or pay rate within a pay step.
- j. "Pay step" shall mean the pay range assigned to a job classification.

- k. A "Per diem substitute" shall mean a person working for the School District who does not hold an appointment in any classification from the Board of Education, who has been employed for less than sixty (60) calendar days in any classification or who is working as a substitute for an appointed employee who will likely return to work in less than sixty (60) consecutive calendar days.
- l. "Provisionally appointed employees" are defined as employees who are appointed to fill a vacancy pending examination because there is no current eligibility list in existence for the classification involved. Provisional employees shall receive all the status and benefits of a regularly appointed employee from the date of the provisional appointment except that he/she shall not be regularly appointed to the position unless he/she passes the next examination given for such classification and his/her name is reached on the eligibility list resulting from such examination.
- m. "School Reform Commission" hereinafter "SRC" shall mean the five-member commission established pursuant to 24 P.S. §6-696, as amended, which has the authority and powers previously granted to the Board of Education, as defined herein, in addition to those powers and authority prescribed by state and federal law.
- n. "Superintendent" shall mean the Superintendent of the School District of Philadelphia and his/her representatives in the administration of the said School District, except as that term is used in Article XXIV hereof, in which event it is to be restricted to the Superintendent himself/herself.
- o. "Union" shall mean Local 32BJ/District 1201, and any representative thereof authorized in writing to act for such Local, except as that term is used Article XXIV hereof, in which event the representative shall be restricted to the Executive Officers of Local 32BJ or their designees.
- p. "Vacancy" shall mean an authorized position not filled by a duly appointed person.
- q. "Work location" for the employees in the engineering and cleaning classifications shall mean the school or building in which the employee is regularly employed. For the employees in the Maintenance Department, it shall mean the supervisory office to which the employee is assigned. For the employees in the Warehouse Department, it shall mean the warehouse in which the employee is regularly employed. For the employees in the Transportation Department, it shall mean the garage to which the employee is regularly assigned. For School Aides I and III it shall mean the sending school. For School Aides II it shall mean the school or building in which the employee is regularly employed, For Building Construction Inspectors it shall mean the Office of Design and Construction.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1. A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been as to any employee a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that the employee has been adversely affected by reason of an act or condition which is contrary to established policy or practice governing or affecting employees.

The term "grievance" shall not apply to any matter as to which the SRC or CEO is without authority to act or to any matter as to which any other method of review is required by law or any rule or regulation of the Board of Education, SRC, or CEO which rule or regulation is not in violation of this Agreement. The development or modification of a salary schedule or classification plan is not subject to a grievance. As used in this Article, the term "employee" shall mean also a group of employees having the same grievance.

- a. Nothing in this Agreement shall be construed to deny any employee any of his/her rights under any laws of the Commonwealth Pennsylvania.

Section 2. Procedure for Adjusting Complaints and Grievances.

- a. The employee shall first discuss his/her complaint orally with his/her immediate supervisor, either alone or accompanied by the Shop Steward, or a fellow employee with the objective of resolving the matter informally.
 - i. An employee of the Maintenance Department may transmit such complaint through his/her Shop Steward with the objective of resolving the matter informally. Such Shop Steward shall perform all of his/her functions on his/her own time.

b. Step 1 - In the event the complaint is not resolved informally, the Shop Steward and/or the employee shall present the grievance, in writing, to the supervisor designated for such employee within one (1) calendar week following the act or condition which is the basis of the grievance. Within seven (7) calendar days after receipt of the grievance, the supervisor, after consultation with the director of the department involved, shall meet with the Steward and/or the employee involved, in an effort to resolve the grievance. Within seven (7) calendar days after the grievance meeting, said supervisor shall communicate his/her decision in writing to the Shop Steward and/or the employee involved or the grievance shall be deemed effectively denied.

- c. Step 2 - The Union may appeal the decision of the supervisor to the Director of the Department involved within seven (7) calendar days after receiving the decision of the supervisor or if the seven (7) calendar day period has expired. The appeal shall be in writing and shall be accompanied by a copy of the supervisor's decision. Within fourteen (14) calendar days after receipt of the appeal, the Director of the Department or his/her designee shall meet with the Union in an

attempt to adjust or resolve the grievance amicably. Within fourteen (14) calendar days from such meeting, the Director of the Department or his/her designee shall communicate his/her decision in writing to the Union and the employee involved or the grievance shall be deemed effectively denied.

- d. If the efforts toward amicable adjustment do not resolve the grievance, then not later than thirty (30) calendar days after receipt of the decision of the Director of the Department or his/her designee or the date on which the fourteen (14) calendar day period to answer had expired, the Union may file the grievance for arbitration.
- e. This notice of arbitration shall include a brief, written statement setting forth precisely the issue or issues to be decided by the arbitrator and the specific provision or provisions of the Agreement involved.
- f. The Parties agree to the following arbitration process as a Pilot Program, which shall expire on August 31, 2020, at which time the arbitration process contained in the Collective Bargaining Agreement 2012-2016 shall have full force and effect.
 - i. An impartial arbitrator shall be designated from a permanent panel of seven (7) arbitrators agreed to by the Parties. The arbitrators will be assigned in rotating order. Each Party will have the right to strike two (2) arbitrators from the panel each year. The Parties will agree upon replacement for the vacant arbitrator position(s). The arbitrator's decision shall be submitted in writing and shall be final and binding upon the parties. In case of a discharge, the arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee, with or without pay for days lost.
 - ii. The Employer agrees that, in the event the Union initially declines to pursue a grievance to arbitration concerning the suspension or discharge of an employee, the time strictures for filing for arbitration shall be tolled pending the employee exhausting his or her appeal rights pursuant to the Union's Constitution and By-Laws, provided the following requirements are satisfied: (i) prior to the time for submitting the matter to arbitration as set forth above, the Union sends a written notice to the employee advising him or her of the right to appeal the Union's decision not to advance the grievance to arbitration, and the Union provides the Employer with a copy of that Appeal Notice; and (ii) the Union files for arbitration within the earlier of 120 days following the date of the Appeal Notice or 10 days following the Union's decision to grant the employee's appeal and pursue the grievance to arbitration.
 - iii. Any arbitration pursuant to this Section shall be in accordance with the current Rules of the American Arbitration Association governing the

voluntary settlement of labor disputes. All expenses and salary of the arbitrator shall be borne equally by the CEO / SRC and the Union.

- g. The Arbitrator shall issue his/her decision, which decision shall be final and binding upon the Parties, not later than thirty (30) days after the date of the closing of the hearing, or, if oral hearing has been waived, then thirty (30) days from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decisions:
 - i. Contrary to, or inconsistent with, or which modifies or varies in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; or
 - ii. Which limits or interferes in any way with the powers, duties and the responsibilities of the Board under its by-laws, applicable law or rules and regulations having the force and effect of law.
- OK h. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the CEO and or SRC to take the action complained of, subject however, to the final decision on the grievance.
- OK i. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to lodge an appeal at the next step of this procedure.
- OK j. The time limits specified in this procedure may be extended in any specific instance, by mutual agreement.
- OK k. If a grievance arises from an action of authority higher than the immediate supervisor, the Union may present the grievance at Step 2 of this procedure without Step 1 thereof.

OK **Section 3.** Whenever members of the bargaining unit are mutually scheduled by the parties to participate during work hours in conferences, meetings, grievances (grievant only), or in negotiations, respecting the collective bargaining agreement, they shall suffer no loss in pay.

OK **Section 4.** An employee shall not be subject to discharge except for just cause. In such case, the employee shall have the option to proceed under the provisions of the Pennsylvania Public School Code, or in the alternative, under the grievance and arbitration provisions of this Agreement, but in no event under both provisions.

OK **Section 5.** Any employee in the bargaining unit who is awarded back pay for either a suspension or termination as a result of a grievance or arbitration shall have the dues or fair share fee for the appropriate period deducted by the School District from the award.

ARTICLE V
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

OK Both parties agree faithfully to abide by the provisions of the Pennsylvania Public Employee Relations Act, (Act 195).

OK As a condition of the various provisions of this Agreement to which the parties have agreed the Union agrees 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 CEO and SRC agrees that he/she will not conduct or cause to be conducted a lockout during the term of this Agreement.

ARTICLE VI
FAIR PRACTICES

OK There shall be no discrimination against any employee on the basis of race, creed sex, color, national origin, sexual orientation, disability age or membership in the Union. The Union will admit all employees covered by this Agreement into the Union without discrimination. The Union will represent all employees in the bargaining unit.

ARTICLE VII
JOINT CONTINUING COMMITTEES

Section 1.

- OK
- a. The parties hereto believe that the efficiency of the respective departments' service to the student Population of the schools and the welfare of the members of the bargaining unit will be better served by periodic meetings of Industrial Relations Committees in each department wherein both the employer and the employees may discuss and implement suggestions for improving the services of the departments and for eliminating any causes for employee complaints and grievances. When suggestions are mutually agreed upon in writing, they shall be implemented at the date agreed upon in writing, or if no date is agreed upon, then at the earliest practicable date.

OK If such agreed date of implementation has passed, or where no date is agreed upon and it is alleged that the earliest practicable date has passed, the suggestion shall be an item of first priority at subsequent meetings of the appropriate Industrial Relations Committee. In the event no agreement is reached on the date of implementation at such subsequent meeting such matter may become the subject of a grievance The sole result of such grievance shall be the establishment of a date when such implementation shall take place or a finding that the reasons for delay are not unreasonable.

- OK b. Each committee shall consist of the Head of the department and two (2) other members designated by the CEO and or SRC and three (3) members designated by the Union. Each committee shall meet regularly in the Administration Building or other convenient location, each month during the school academic year, on the date and at the time to be mutually determined by the members of each committee.

- OK c. Every other month during the school year, each School District official to whom the Directors of the various departments listed in Appendix "A" of the Agreement report will meet with at a committee designated by the Union for a discussion of matters of mutual concern. The Union will provide its agenda for these meetings forty-eight (48) hours in advance of the scheduled date.

OK **Section 2.** Three (3) representatives of the Transportation Department employees shall be designated by the Union to serve on the Accident Review Board with three (3) representatives designated by the CEO and or SRC and one (1) representative of the current School District Insurance Carrier. The committee shall meet once each month.

OK In addition to recommending programs and practices to promote safe driving, it shall be the duty of the Accident Review Board to review all accident reports and establish the responsibility for each accident. The Accident Review Board shall record its vote and submit the recorded vote to the Union. The Accident Review Board shall submit the results of its deliberations to the appropriate administrators who are responsible to determine if disciplinary action is appropriate and the nature of such disciplinary action in accordance with the reasonable guidelines established for this purpose.

OK **Section 3.** There shall be established a Safety Committee consisting of three (3) designees of the District and/or Superintendent/CEO and three (3) designees of the Union. The Committee shall meet at least once each month. The Committee may report any safety issues to the head of the department involved. The School District shall make every effort to initiate corrective action if warranted by the next monthly meeting. There shall be a report rendered on actionable conditions and corrective steps initiated where warranted at the next monthly meeting of the Safety Committee after the unsafe finding.

OK A Boiler Safety Subcommittee shall meet monthly and shall be made up of three (3) representatives chosen by the District, along with two (2) Local 32BJ representatives. All safety issues resulting from meetings of the Boiler Safety Committee will be relayed the District's COO or his/her designee. The COO or his/her designee shall take corrective action in an expedited fashion wherever warranted.

OK **Section 4.** The Facilities Services Division and Local 32BJ District 1201 shall establish a system-wide joint committee for the evaluation of building operations.

OK The committee shall review the organization and scheduling of the work force of a building as well as the prioritization and analysis of work orders on file for said building. The goal of the committee shall be to devise more cost effective ways to accomplish the necessary work while increasing efficiency and at the same time reducing costs.

OK

Section 5. The parties agree to reconvene their negotiating committees twice each contract year to assess the efficacy of contract changes in order to identify areas in which contract clarification can be addressed in future negotiations.

OK

Section 6. The Union Advisory Committee for the Study of Examination Procedures shall contribute its recommendations for the eligibility and examination:

- a. of employees for promotional positions within and from this bargaining unit and
- b. of persons who apply for positions in this bargaining unit.

OK

Section 7. Three (3) representatives of the Union and three (3) representatives of the CEO and or SRC shall participate in a joint committee to study and make recommendations to the CEO and or SRC for an effective system for obtaining substitute service for School Aides and Bus Attendants.

OK

Section 8. A joint committee with equal representation from the Union and the School District shall be established that shall be charged with resolving disputes related to implementation of the maintenance consolidation.

OK

Section 9. A joint labor management committee of equal representation shall establish the curriculum, training, testing and testing procedures for each of the four classifications of Building Engineers established in the 1999 - 2003 contract.

OK

Section 10. A joint committee of Facilities Management and Services and Local 32BJ District 1201 shall develop criteria for the classification of buildings. These criteria shall apply to all new and existing buildings. The committee shall be composed of no more than three (3) representatives of management and three (3) representatives of Local 32BJ District 1201.

**ARTICLE VIII
RIGHTS OF THE UNION**

Section 1.

- OK a. Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of Union notices and other material dealing with proper and legitimate Union business. All such notices and material shall bear the signature of a responsible Union official or shall clearly indicate that its issuer or publisher is the Union. The authorized representative of the Union shall be the sole person empowered to post these materials on that board.
- OK b. Reasonable space on existing bulletin boards shall be provided at any work location having School Aide(s) assigned thereto.

OK **Section 2.** Meetings at work location - on three (3) days' notice to the principal of the school or to the person in-charge of the work location, the Shop Steward shall have the right to schedule meetings in the building at a place designated for such meetings before or after regular duty hours of the employees involved, provided the building is then otherwise in use.

OK **Section 3.** In the event there is no Shop Steward in any work location for which one is designated under Article XXII hereof an authorized Steward from another work location may be designated the authorized representative of the Union by a letter of authorization signed by the President or Vice President of the Union to carry out all duties and responsibilities of Shop Stewards as set forth in this Agreement, except that such representatives shall not be entitled to leave the premises of the work location in which he/she works during his/her working hours.

OK **Section 4.** Upon proper written application to the Executive Director of Human Resources, the SRC and or CEO may grant leaves of absence with pay to members of the bargaining unit for the conduct of Union business, to attend Union conferences or conventions, or to serve as full-time officers or employees of the Union. To the extent permitted by law, employees granted such full-time leaves of absence shall retain all insurance and other benefits and shall continue to accrue seniority for salary increments as though they were in regular service. Upon return to service, such employee shall be placed on the assignment which he/she left or on a similar assignment with all accrued benefits and increments that he/she would have earned had he/she been on regular service. Employees on such full-time leaves of absence shall be permitted to pay both their own and the School District's regular contribution to all plans requiring such contributions, provided the same shall not be contrary to law. Such leaves of absence may not exceed a period of three (3) years, unless extended by the CEO and or SRC upon written application.

OK **Section 5.** The Union shall have the right to represent appointed employees from the first day of appointment in all contractual matters including discharge and suspension under the existing procedures of the School District for handling disciplinary actions.

OK

The Union shall have the right to represent long-term substitute employees from the time such employee attains that status in matters of discharge and suspension under the existing procedures of the School District for handling disciplinary actions.

Section 6. Employees shall be permitted to wear their Union buttons while performing work.

ARTICLE IX
WORKING CONDITIONS - ALL DEPARTMENTS

OK **Section 1.** The CEO and or SRC will provide, for each work location, a copy of present work rules for each classification of employees at such work location. The CEO and or SRC will also supply to the Union sufficient copies of the present work rules for distribution to the Shop Stewards at such work location.

Section 2.

- OK a. The CEO and/or SRC agree that, when the calendar has been established, there shall be no revision in that calendar which shall result in a change in the total number of work days, holidays and unpaid days off. The calendar applicable to twelve month employees shall include no fewer than thirteen (13) paid holidays, among which shall be New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. An employee shall be eligible for holiday pay if the employee worked his or her regularly scheduled shift immediately preceding and immediately following the holiday. If an employee is absent from his or her regularly scheduled shift either immediately preceding or immediately following a holiday because of an approved personal leave day, the employee shall also be eligible for holiday pay.

The calendar applicable to ten-month employees shall contain no fewer than twelve (12) paid holidays, which shall fall within their term of employment.

- OK b. Regular part-time bus chauffeurs shall be paid for the number of hours they are scheduled to work when a holiday falls on a day they are regularly scheduled to work.

- OK i. Bus Chauffeurs and Bus Attendants assigned exclusively to non-public schools shall work the calendar of the non-public school.

- OK ii. Prior to the beginning of the school year, each such employees shall be given the non-public school calendar which designates the minimum of twelve (12) paid holidays for ten (10) month non-public school chauffeurs and attendants and the minimum of thirteen (13) paid holidays for twelve (12) month non-public school chauffeurs.

- OK iii. Included in such designated holidays shall be: Christmas Day, New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and for twelve (12) month Employees the Fourth of July.

- OK iv. Employees required to work on any of the holidays designated above shall be paid in accordance with Article XV, Section 15(b).

- OK v. All other School District of Philadelphia holidays worked shall not be considered as holidays for any purpose.

OK

- vi. On all other non-public school holidays, Employees will receive their regular pay.

OK

Section 3. A uniform practice and procedure shall be established for each department for the recording of attendance.

OK

Section 4. An employee who, upon advance notice to his/her supervisor, is granted permission for unpaid time off shall not be required to take off more time than requested and for which approval has been obtained.

OK

Section 5. In the event a particular school is dismissed because, in the opinion of the principal, the inside temperature is too low to continue the educational program, all employees whose services are not required to assist with the problem or with the supervision of children shall be released or reassigned to another work location for the remainder of the day. All such employees shall be notified, reasonably prior to the next working day, whether to report to their regular school or to another location.

OK

Section 6. Adult sanitary facilities at each school shall be available to all employees at such school.

Section 7.

OK

- a. Where the Capital Budget and resources permit, each work location not now so equipped shall be provided with a room, including lockers, so that employees may change their clothes. Such provision shall be based on a list of priorities determined by the CEO and or SRC in consultation with the Union.

OK

- b. Locker room space assigned to the custodial staff shall not be converted to other than instructional purposes unless a satisfactory alternative is provided.

OK

Section 8. The School District shall exert its best efforts to protect all employees in the bargaining unit from verbal abuse and physical assault while engaged in the performance of their duties.

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Employees in the bargaining unit shall conduct themselves properly at all times while at work and shall not provoke or incite by words or conduct any students, teachers, or other personnel.

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When protection is deemed necessary by the Building Engineer, he/she shall notify the principal. A directive from the Office of Facilities Management and Services shall be issued to each Building Engineer outlining the procedures the Building Engineer shall follow.

Section 9.

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- a. Employees who discover an unsafe or hazardous condition shall report such condition to the administrator of the work location. The administrator shall initiate appropriate action to correct such condition.

- b. The Union may call to the attention of the School District the need for special safety equipment. Where needed, such equipment shall be provided.
- c. The School District shall provide safety training to bargaining unit members at least two times during the term of this Agreement beginning in July of 2008.

Section 10. Where gloves are reasonably necessary for the performance of the specific task to which an employee in the bargaining unit is assigned, he/she shall be issued adequate gloves for such assigned task.

Employees shall properly use, care for and account for such gloves.

Section 11.

- a. All employees authorized to use personal cars for approved transportation in the course of School District business shall be paid at the rate allowable by the Internal Revenue Service without incurring a taxable event to the term of this Agreement, provided such amount is not contrary to State law. Reimbursement for mileage shall be paid within thirty (30) days of the submission by the employee of the required record on or before the date designated for such submission.
- b. The tool-carrying allowance presently payable to Maintenance Department employees and Building Construction Inspectors shall be thirty-five dollars (\$35.00) per month for each month of active employment.

Section 12. When an employee is directed by an administrative superior to leave his/her work location to conduct School District business elsewhere, he/she shall be entitled to full reimbursement of any reasonable transportation expenses incurred.

Section 13. The Employer may contract/assign bargaining unit work, subject to the limitations set forth in this Article.

- a. The Employer shall not contract/assign bargaining unit work to independent contractors, consultants or other non-bargaining unit employees where such assignment would result in (1) the layoff or downgrading of an employee, (2) prevent the return to work of an available, competent employee, or (3) cause the loss of overtime opportunities to available, competent bargaining unit members; except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service or where there are insufficient numbers of available, competent employees to perform the work either within the District or on layoff.

The Employer shall provide the union with as much advance notice as possible of a proposed contract/assignment of bargaining unit work outside the bargaining unit either when contract/assignment would trigger conditions (1), (2) or (3), or when the work has become available as a result of retirements, resignations, terminations, promotions, demotions or reassignments of employees.

The employer shall meet with the Union and at this meeting the Employer shall provide to the Union all information it has to support a claim of reasonable cost saving or improved service or insufficient numbers of available, competent employees on the applicable recall list or within the District to perform the work. The Union shall have the opportunity to provide alternative methods to attaining the Employer's desired result.

The Employer agrees to meet and discuss regarding any contract/assignment involving work performed by employees covered by this Agreement that does not result in the layoff or downgrading of an employee or prevent the return to work of an available competent employee upon request of the Union and presentation by the Union of an alternative which may result in reasonable cost savings or improved delivery of service.

The SRC asserts that this provision will not apply to a resolution passed by the SRC pursuant to its authority under Section 696(k); The Union does not agree to any such assertion. This clause is not meant as an acknowledgment by either party of the other party's respective position; nor does either party waive their respective rights to assert their position in any forum.

The Employer and the Union agree to meet and discuss, on an ongoing basis, to develop a list of contract/assignment exemptions from the provisions of this Article. Examples of criteria to be used by the parties for developing the list of exemptions are: duration of the project; total cost of the contract; availability of the necessary skills and/or equipment within the District's existing resources; ability to complete the project with the District's workforce within the required time frames.

The Employer and the Union acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

- OK
- b. The Parties agree that the right to subcontract bargaining unit work set forth in Article IX, Section 13.a shall be suspended for the term of this Agreement up to and including August 31, 2020 and the Employer shall not subcontract bargaining unit work beyond the current subcontracting practice in the Transportation Department, or as a result of possible layoffs pursuant to Article XVIII Section 7.b. However, the Parties agree that the District may continue to subcontract bargaining unit work that is beyond the capacity of the Local 32BJ workforce to perform. The Employer and the Union also agree that the District may subcontract/ assign pest control services.
 - c. The Employer and the Union agree that the Employer may contract/assign bargaining unit work to third parties for the purpose of staffing a Supplemental Workforce to fill temporary vacancies created by the absence of custodial aides or general cleaners or to staff special painting projects of a limited duration. Such

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Supplemental Workforce for custodial aides or general cleaners shall be utilized to fill in for absences of full-time employees (e.g., vacation, leave of absence, disability, or sick leave), or when a permanent employee severs employment with the District [for a period of 90 days or less]. Supplemental employees may not be used to fill a permanent vacancy or in a manner which results in the reduction in the number of full-time Custodial Aides or General Cleaners or Painters or which results in a change to the wages, benefits, hours, or other terms and conditions of employment for General Cleaners, Custodial Assistants or Painters.

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Section 14. In the event a supervisor or other administrator desires to discuss with an employee matters which shall be used adversely on his/her record to affect his/her status as an employee, the employee and the Union shall be notified. The employee shall be entitled to up to two (2) Union representatives at such discussion within forty-eight (48) hours of such notice or such later time as the discussion is scheduled by the administrator or supervisor.

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Section 15. Material relating to an employee shall not be placed in the employee's personnel file unless the employee is given the opportunity to review such material. The employee shall be requested to sign the material and shall be given the opportunity to answer in writing such material and the answer shall be included in his/her file. If the employee refuses to sign or accept the document, it shall be filed and the School District will send a copy of the document to the Union with a covering letter, by certified mail.

Section 16.

- OK
- a. Whenever it is decided during the school year to fill any position in the School District, including a promotional opportunity within or from the bargaining unit, notice of all examinations as well as the requirements for such positions shall be posted in all work locations on the official Bulletin Board at least ten (10) work days before the closing date for applications so that applicants may know whether they qualify and will be given a reasonable opportunity to apply for the position. All positions whose filling is decided on during the summer months will be posted in all work locations which are open, in Area Offices and in the Administration Building.
 - OK b. Copies of all such postings shall be simultaneously emailed to the Union. In addition, any employee interested in a position of the type mentioned above in this Section which may become open during the summer months may leave with the Human Resources Division a self-addressed, stamped envelope containing a memorandum indicating the category of positions in which he/she is interested, and said Division will mail to such employee notice of openings in that category.
 - OK c. The Oral Examining Board for every examination taken by an employee must include at least one person with substantial knowledge of the field or area of the examination.
 - d. Unless the oral and practical examination is given on the same day as the written examination, an applicant shall be notified of the numerical results of the written

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portion of an examination and the practical portion, if any, before the oral portion of the examination is taken.

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Section 17. Unless an employee requests otherwise, a recording shall be made of every oral examination taken by an employee. No member of the Committee giving the oral examination shall suggest that the employee waive the recording. The employee and his/her authorized representative, or either of them shall, upon request, be permitted to listen to a rerun of the recording. The recording shall be retained by the Office of Human Resources for the duration of the list for which the examination was given. The employee shall, under reasonable circumstances, be permitted to make a copy of the recording.

Section 18.

- OK a. All eligibility lists for appointments to regular and promotional positions shall be made available so that either the person who took the examination or the Union representative or both may examine and copy the eligibility list.
- OK b. Employees shall, upon request, be permitted to review promotional examinations with a technical representative of the Executive Director of Human Resources. The employee may, if he/she desires, be accompanied by a representative of the Union.

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Section 19. In the event that the CEO or SRC institutes a job freeze for economic reasons, all eligibility lists shall be extended by a period of time equal to the duration of the job freeze.

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Section 20. When a job evaluation is requested by the Union through the Director of the appropriate department on the basis of a claim that a job has changed by virtue of increased duties or responsibilities or the use of more complicated or productive equipment, the Office of Classification and Compensation shall act upon the request within sixty (60) days where possible. In the event that there is no response within that time, the Union may resort to the grievance procedure.

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If the Union files a grievance with respect to the results of such study, it must show that the findings are arbitrary and capricious. The determination of the Hearing Officer shall be final and binding on the parties.

Section 21.

- OK a. When a new job classification related to classifications in the bargaining unit is established, the salary and job description shall be announced simultaneously therewith.
- OK b. When the School District makes material changes in an existing official job description issued by the Office of Classification and Compensation, a copy shall be provided to the Union.

Section 22.

- OK a. Upon the request of a representative of the Union, copies of payroll inquiries involving employees in the bargaining unit will be sent to the Union office, by the Director of the appropriate division, at the same time they are sent to payroll.
- OK b. When the District determines that an overpayment has been made, or that a minus adjustment is required, the employee shall be notified in writing of the reasons why the deduction or adjustment is authorized. If necessary, an explanation shall be provided. No deductions or adjustments shall be made until the foregoing has been accomplished.
- OK If the deduction for overpayment is justified, the employee shall have the opportunity to make arrangements for partial payments subject to the approval of the CEO and or SRC or their designee.
- OK The parties hereby confirm, consistent with established practice, that when the School District determines that an overpayment has been made to a member of the bargaining unit or that a minus adjustment is required, the amount of any deduction from an employee's paycheck shall not exceed ten percent (10%) of the employee's gross bi-weekly pay. The pay deductions at this rate shall be made in consecutive pay periods until the entire overpayment is recovered.
- OK c. When administratively possible a satisfactory answer must be provided within thirty (30) days to an inquiry in reference to corrections on vacation days/personal leave days.

Section 23.

- OK a. An employee charged with neglect of duty, refusal or failure to perform assigned work contributing to the cause of an accident, willful destruction of property, or violation of law, may be suspended without pay and immediately barred from reporting for work pending a hearing.
- OK b. An employee charged with being under the influence of drugs or intoxicants by a supervisor in consultation with an administrator, or by an administrator must submit to an appropriate medical examination. If the employee refuses or fails to do so, the employee may be suspended immediately without pay and barred from work pending a hearing. An employee shall not be denied the opportunity to consult with a Union representative prior to such examination.
- OK c. The parties have agreed to a revised Substance Abuse Policy to comply with Department of Transportation regulations. See Appendix "I".
- OK d. If the administration places an employee on strict probation as a result of disciplinary action, the duration of such period of strict probation shall not exceed one (1) year.

OK

Prior to the issuance of an anecdotal record (SEH 204) involving matters other than those referenced above (Article IX, Section 23 (a, b, and c) the principal or other appropriate supervisor shall have a conference with the employee to ascertain the facts and inform the employee of the reasons for any proposed action.

OK

- f. When an employee has received an unfavorable anecdotal record(s) which does not result in a suspension, the employee, upon application after eighteen (18) months, can have such record(s) destroyed if the employee has not had any related or unfavorable material pertaining to work performances during such eighteen (18) month period. Any anecdotal record which results in a suspension may, upon employee application after twenty-four (24) months, be destroyed if the employee has not had any related or unfavorable material pertaining to work performance during such twenty-four (24) month period. No period of long term illness (ten [10] days or more) shall be included in the above eighteen/twenty four (18/24) month period. Letters of suspension or demotion and personnel transaction forms may, upon application by the employee, be destroyed after five (5) years if the employee has not had a similar and/or related anecdotal record during said five (5) year period. ?

OK

Section 24. In the event that a major department/function is discontinued, the School District shall assign through a bidding process adversely affected employees to existing budgeted positions within the Local 32BJ District 1201 bargaining unit. Moreover, the School District shall provide an opportunity for formal training or equivalent job experience training which affected employees must satisfactorily complete in order to qualify for existing budgeted positions.

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Under and subject to this provision, full time employees shall be assigned to full time budgeted vacancies and part time employees shall be assigned to part time budgeted vacancies. Also, an affected employee assigned to a classification different from his/her present classification shall have a priority right to return to his/her present classification if and when a budgeted vacancy occurs in said classification. This priority right shall exist for period not to exceed two (2) years.

OK

Any affected employee assigned to a job classification with a lower rate of pay shall be entitled to retain his/her existing rate of pay for a period not to exceed two years.

OK

If an employee declines an assignment made pursuant to the above provision, the School District shall have no further obligation to provide additional opportunities.

OK

This provision shall not be construed to require the School District to assign any employee to any position not contained in the School District budget.

In the event that the number of affected employees exceeds the available vacancies, such employees shall be assigned by management to productive duties within the bargaining unit until a budgeted vacancy occurs or until twelve (12) months have elapsed. Management reserves the right to provide advance notice of job elimination to affected

OK employees and transfer the affected employees prior to the effective date of the work force reduction. In the interim period, management may employ employees for which management has no continuing obligation. After the expiration of the twelve (12) month period stated above, the School District shall have no further obligation to employ said employees.

OK **Section 25.** Safety shoes shall be provided and replaced on demonstrated need basis for employees in the Audio-Visual Department. Audio-Visual employees shall be required to wear the safety shoes on the job. The shoe allowance shall be ninety-five dollars (\$95.00).

OK **Section 26.** The School District shall supply uniforms, including cold weather gear, to Stock Clerks and Warehouse Helpers in the warehouse. These uniforms will be provided as soon as practical and will be replaced on a demonstrated need basis.

OK **Section 27.** Equipment including tools, trucks and other items believed by the School District to be necessary for the proper performance of an employee's duties and responsibilities may, from time to time, be issued by the School District to an employee. Equipment so issued shall be utilized and properly maintained by the employee to whom the equipment has been issued.

**ARTICLE X
WORKING CONDITIONS - MAINTENANCE DEPARTMENT**

OK **Section 1.** The Maintenance Department shall establish a uniform practice for the issuance of tools to its employees.

- OK* a. Tools stolen or broken in use, as a result of other than negligence on the part of the employee reporting such theft or damage, shall be replaced in kind, without charge, whenever such tool(s) is normally in approved warehouse tools stock. Tools issued in this manner and all tools issued for any reason whatever shall remain the property of the School District, and the employee shall be held accountable for same prior to separation from service.

OK If more than fifty percent (50%) of the mechanics in a given trade demonstrate the need for a specific tool, that tool or the equivalent shall be placed in warehouse stock and be subject to issue as above.

OK **Section 2.** Parking facilities reasonably necessary to enable a mechanic to perform his/her function shall not be denied, and proper notice shall be provided to all principals. All mechanics who use their personal vehicles in connection with their work shall be provided with a sign to be displayed within their vehicle, that identifies the vehicle. In addition, the current list of the work locations where parking fees are reimbursable shall be posted on Maintenance Bulletin Boards. Such locations shall include the Administration Building.

OK **Section 3.** Maintenance employees shall be required to use the biometric clock or any other method that is established by the District for the purpose of tracking and recording time and attendance at the work location to which they are assigned. Maintenance employees shall use the clock or other District established method upon arrival at a work location, immediately prior to leaving that location, at the beginning of their scheduled thirty (30) minute lunch period and when they conclude lunch. They shall also use the biometric clock or other District established method at any other time when they leave the location during a time when they are scheduled to be at that location.

Section 4.

OK a. A maintenance mechanic who is assigned to a maintenance vehicle may examine the service report on his/her vehicle when he/she picks it up at the repair facility. Where there is specified need, the employee will be provided a copy of the report.

OK b. The method of the orientation of Maintenance employees in the use of new equipment shall be an appropriate subject for discussion at Industrial Relations Meetings.

OK **Section 5.** Trucks will be assigned one time per year, in accordance with the procedures determined by the Truck Committee, which shall be comprised of an equal number of members appointed by Local 32BJ District 1201 and the School District respectively.

OK Asbestos team members shall bid annually for truck assignments in departmental seniority order. The truck committee shall establish rules and procedures to accomplish orderly truck assignments. In the event that an insufficient number of individuals bid for truck assignments, trucks will be assigned by the District in inverse seniority order.

OK **Section 6.** The School District shall pay the cost of any license and or certification that is determined by the School District to be necessary for the performance of the assigned duties of maintenance mechanics, asbestos workers, and pest control workers. The School District will pay the cost of renewal of building engineer licenses.

OK Any employee in the mechanics trades who receives their Welding certification shall receive a one-time lump sum bonus in the gross amount of five hundred dollars (\$500) upon receipt of their certificate. This lump sum payment will be made to any employee in the mechanics trades who has earned their Welding certification as of August 1, 2003.

OK The School District will pay the cost to obtain or renew the welding certification for any employee in the mechanics trades who receives their Welding certification.

OK **Section 7.** The District will pay the cost of all required licenses and re-certification of Pest Control Workers so that they will be in compliance with applicable law.

OK The School District will pay the cost of emissions re-certification testing for each fleet mechanic bidded to the automotive shop.

Section 8. Safety shoes shall be provided and replaced on a demonstrated need basis to those maintenance mechanics and trades trainees who are required to regularly install, move, or handle tools, machinery, or equipment heavy enough to cause serious injury through physical contact. The shoe allowance shall be ninety-five dollars (\$95.00).

OK Employees who are provided with safety shoes shall be required to wear them on the job.

OK **Section 9.** The School District will provide weight belts, where appropriate for maintenance Employees and for asbestos workers.

OK **Section 10.** Safety shoes shall be provided and replaced on a demonstrated need basis for Asbestos Workers.

OK **Section 11.** A fifteen (15) minute period before and after lunch shall be provided to permit Environmental Workers time to change out of and into their work clothes and protective uniforms.

OK **Section 12.** Effective September 1, 2009, there are sixteen maintenance craft classifications. (See Appendix "C"):

- OK a. Mechanics within each consolidated classification shall perform the work of that classification as prescribed in the relevant job description.

OK

- b. Mechanics within each newly defined classification shall perform incidental work defined as follows:

OK

Incidental work is that work which can be performed within the general skill set of a mechanic but may fall outside of the general definition of typical examples of work included in the individual's job description. Mechanics perform incidental work in order to complete a job without the need to hand off work to another trade.

OK

Incidental work is defined as that which is ancillary to the job, can be completed in a reasonably short period and does not require extraordinary expertise or physical effort.

OK

- c. For purposes of this Agreement, Environmental employees (formerly Asbestos employees) shall be considered part of the Maintenance Department.

OK

Section 13. The School District reasserts its commitment to the safety and welfare of its Employees, and management shall assign a single mechanic to a job only when he or she can perform it safely.

ARTICLE XI WORKING CONDITIONS ENGINEERING & CLEANING

Section 1. The CEO reserves the right to determine required cleaning levels and to determine the staff complements. Such determination shall be discussed with the Union by the representatives of the CEO.

Section 2. Designated areas shall be established in consultation with the Union in each school for the delivery of supplies. These areas shall be located on that level which is accessible to trucks and that best meets the needs of the school.

Section 3. Building Engineers shall not be required to distribute instructional supplies beyond the points at which such supplies are stored in bulk for distribution to the instructional staff and further provided that such duties shall not prevent the performance of regularly assigned duties by the custodial staff.

In the event that Building Engineers are required to move furniture which is excessive in weight, volume or quantity measured by reasonable standards such as the number and nature of personnel or equipment available, the Building Engineer shall notify Facilities Management who will provide any necessary assistance and equipment to the Building Engineer.

Section 4. Building Engineers who are issued tool boxes by the School District shall be held responsible for such equipment. Such tools stolen, worn out or broken in use, as a result of other than negligence on the part of the employees reporting such theft or damage shall be replaced. Replacement of tools lost or damaged as a result of negligence shall be the responsibility of the employee. A list of tools shall be attached to the tool box.

Section 5.

a. *New* A Building Engineer at a particular location shall be notified of all emergency work in the building occurring off hours as soon as practical after the issue arises. Where appropriate, management may schedule the Building Engineer from the location to report to work to assist. *o/c*

b. Where a building engineer is instructed by the Facilities Based Supervisor, to perform other than routine and regular duties such instructions where possible, shall be made in writing. Such instructions shall be given to the Building Engineer in writing within twenty-four (24) hours of such instructions being issued. Where such instructions must be issued verbally, they should be complied with, and, upon the building engineer's request, will be confirmed in writing.

o/c **Section 6.** Building Engineers and Custodial Assistants assigned to a given work location shall be permitted to replace ceiling tiles consistent with his/her ability to perform other job duties during his/her shift as instructed by the Facilities Area Coordinator.

In the absence of the Building Engineer/Custodial Assistant, Building Engineer Trainees and Relief Personnel assigned to that location, will be permitted to replace ceiling tiles

consistent with his/her ability to perform other job duties during his/her shift as instructed by the Facilities Area Coordinator.

Section 7. With the exception of those steam generating units that are designed to operate without an attendant present, no high pressure boiler shall be operated unattended beyond fifteen (15) pounds per square inch pressure in that boiler.

Section 8. The School District will enforce the provisions of building contracts relating to removal of debris. Where the Superintendent determines that debris removal beyond that which is provided for in such contracts is required, such work shall be accomplished in accordance with procedures established by the Office of Facilities Management and Services.

Section 9. The Area Manager shall distribute to building engineers an itinerary for School District plows. If a school is not on the itinerary the building engineer shall arrange, with the approval of the Area Manager a commitment with a local service for snow removal within prescribed limits of unit cost and total amount of service permitted to a school, such service shall provide for the following:

- a.
 - i. A four (4) foot path, free of ice and snow, on all sidewalks around the school.
 - ii. Side driveways, yard and parking areas that may be allowed for contract removal as specified by the Area Manager in advance and in writing.
- ✓ Upon each incidence of snowfall, the Area Manager will notify each building engineer whether or not contract plowing is authorized.
- b. The building engineer and his/her custodial assistants shall not be relieved of their basic responsibility for providing and maintaining free of ice and snow the following:
 - i. A path on all public sidewalks around the school in accordance with the requirements of the Americans with Disabilities Act ("ADA") and other applicable state, federal and local laws.
 - ii. A path to the front door of sufficient width to meet the requirements of the Americans with Disabilities Act ("ADA") and other applicable state, federal and local laws.
 - iii. A path from fire exits that meets the requirements of the Americans with Disabilities Act ("ADA") and other applicable state, federal and local laws.
 - iv. Openings from sidewalk to street, where required that meet the requirements of the Americans with Disabilities Act ("ADA") and other applicable state, federal and local laws.

- Mr. Strike*
- c. The itinerary of each School District plow shall be constructed to service the schools in as fair and equitable a manner as possible, and shall be posted in each school no later than November 1st of each year. Copies of the itinerary will be sent to the Union office prior to November 1st of each year.

11
Section 10. Custodial employees shall not be required to cut grass on dangerous and hazardous slopes and terraces.

12
Section 11. The building engineer shall not be relieved of his/her responsibility to cut and maintain grass areas of his/her location. In locations with grass areas in excess of 50,000 square feet, assistance from the Landscape Department will be provided.

13
Section 12.

- a. All cafeteria areas shall be included in the total area of the work location, whenever such total area is used as the basis for assignment of housekeeping personnel or for determining the grade of the building.

- b. In automatic plants, where permitted by the Director, the custodial assistant will assume the operating duties of the building engineer during absences of such building engineer subject to the terms of Article XV, Section 4 of this Agreement and no relief building engineer shall be assigned.

Once the Custodial Assistant has met the requirements of Article XV, Section 4 at his/her bid location, he/she shall not be required again to fulfill such requirement at that location.

14
Section 13. A custodial assistant shall be assigned to all schools in Group II or higher that presently have no more than one person assigned.

15
Section 14. No employee shall be required to perform a specific housekeeping duty unless proper material and equipment have been supplied for such duty.

16
Section 15. Building Engineers who make authorized purchases out of pocket for small amounts of supplies shall be reimbursed no later than three (3) weeks after submission of acceptable proof of purchase.

17
Section 16. The method(s) of cleaning to be used in each building shall be determined by the School District.

New
General Cleaners may group clean during the first five (5) days of any absence. Beginning with the sixth day, overtime shall be authorized hour for hour to replace the absent employees(s). The District will make every effort to first offer scheduled overtime that involves cleaning, whether scheduled during the week or on a weekend, to the Custodial Assistant or General Cleaner assigned to the building. When an employee's absence exceeds ten days, substitute service may be required.

- ✓
- a. Cleaning personnel may be required to perform cleaning both inside the building and on the grounds of the building during daylight hours.

18
Section 17. No school shall be occupied during closed hours or on weekends by other than School District employees unless an employee of the Division of Facilities Management and Services is present, except when the non-employee occupants are under the direct control of the Division. If weekend operations, occurring without the presence of the building engineer, require him/her to be notified of any changes in operating procedures involving the heating or plumbing systems (or auxiliaries associated with those systems), any valve or auxiliary so affected shall be tagged in a standard manner that clearly indicates what work was done in what status the valve or auxiliary was left.

19
Section 18. Plastic liners shall be available for all waste containers twenty (20) gallons or more in capacity.

20
Section 19. Except for keys designated for departmental use, all other keys that would provide entrance to the school shall be issued only by the principal to those school employees he/she determines to have need; and he/she shall provide the building engineer with a current record of such issues. Keys so issued shall be fitted with a rivet designed to prevent unauthorized duplication.

21
Section 20. Where parking facilities are available for assignment by the principal, parking spaces shall be allocated in direct proportion that the total number of custodial employees who drive to school bears to the total school staff who drive to school.

Such allocation of parking spaces to custodial employees who drive to school shall be assigned among them according to system seniority.

Employees desiring to be assigned such space shall register intention to drive with the principal at the beginning of each school year for the purpose of determining such allocation.

22
Section 21.

- a. Female cleaning employees shall not be required to use a mop of more than 16 ounces dry weight. (To be distributed to all work locations).
- b. Female cleaning employees in secondary schools shall not be required to remain in a work location when no other employees is so located to hear or see what is going on at the employee's work station.

On these occasions the building engineer may authorize vertical cleaning. (The two employees who have been assigned to work in this manner shall clean the two work stations together).

The Administration will ensure that this information is distributed to all building engineers and supervisory personnel.

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Section 22. Female cleaning personnel shall not be required to clean male toilet facilities in middle, junior and senior high schools at times when students are in attendance and in areas of a building where community activities are in progress. Where a female employee cannot clean such a toilet facility on a shift, an adjustment may be made with the assignment of an available male employee so that the needed cleaning may be accomplished.

²⁴
Section 23.

- new*
- a. Safety shoes shall be provided and replaced on a demonstrated need basis to all licensed personnel and stock clerks. Employees who are provided with safety shoes shall be required to wear them on the job. The shoe allowance shall be ninety-five dollars (\$95.00).
 - b. Safety shoes shall be provided and replaced on a demonstrated need basis for all Cleaning Leaders, General Cleaners and Custodial Assistants. Cleaning Leaders, General Cleaners and Custodial Assistants shall be required to wear the safety shoes on the job.

²⁵
Section 24. The School District shall supply uniforms to Maintenance employees, General Cleaners, Custodial Assistants and Building Engineers, which shall be replaced on a demonstrated need basis. Employees who are provided with uniforms shall be required to wear them.

²⁶
Section 25. In a two-person school, when one of the two employees is absent during the heating season or when central air conditioning is operating, and no relief is provided, the remaining employee shall receive a paid lunch period and the employee must remain in his work location during such lunch period.

²⁷
Section 26. In accordance with the manuals and procedures of the Department of Facilities Management and Services, the responsibilities of the custodial staff shall include the following:

- Section 28*
- a. The final daily securing of a building is the responsibility of a building engineer or another member of the SEIU Local 32BJ District 1201 bargaining unit.
 - b. Minor repairs and preventive maintenance shall continue to be the responsibility of both licensed engineering personnel and custodial assistants when proper tools, supplies and equipment are provided.
 - c. The daily technical direction and supervision of a school, both cleaning and engineering, and the accountability for both functions shall be the sole responsibility of the Building Engineer of that building. The Building Engineer shall report to the principal and receive technical direction and support from the Facilities Area Coordinator.

²⁹
Section 27. The School District shall provide two (2) in-service days for cleaning staff.

³⁰
Section 28. Field Caretakers shall be permitted to bid on field assignments that will include one primary location, plus additional locations within a designated geographic region located

near the primary site, to where they may also be assigned by the District on an as needed basis at any time. (See Appendix "J", which sets forth the primary and additional locations).

Effective March 18, 2010, the positions of "Field Caretaker" and "Landscape and Treeman 'A'" were consolidated so that Fields & Grounds Mechanics "A" and "B" will be the only position titles that will remain in the Landscape and Fields Department. To the extent necessary, employees who are currently "Field Caretakers" or "Landscape and Treeman 'A'" will receive the training necessary to become Fields & Grounds Mechanics.

During the time period between December 1st and February 28th, and during the summer months, the School District reserves the right to assign, on an as needed basis, employees within the Landscape and Fields Department to positions within the Facilities Department to perform, in addition to their regular job duties, graffiti removal, landscaping, maintenance of grounds, and grounds keeping tasks, and to assist at Supersites. Such assignments will be made to the employee's primary location and any schools within the same region as the primary location.

In assigning employees during the time period between December 1st and February 28th, and during the summer months, the School District will give consideration to the safety of the employees in performing the tasks assigned.

The School District shall furnish an annual schedule to the employees and to the Union. Schedules within the Landscaping and Fields Department may be changed three (3) times per year with thirty (30) days prior written notice to the Union President.

Employees within the Landscaping and Fields Department will receive compensation in accordance with pay grade 2445. Newly hired employees shall initially receive compensation in accordance with the "Field and Grounds Mechanic B" (pay grade 2434) and upon completion of the requisite number of hours of work, shall receive compensation in accordance with pay grade 2445.

**ARTICLE XII
WORKING CONDITIONS - SCHOOL AIDES AND BUS ATTENDANTS**

Section 1. Bus Attendants and School Aides at the Widener School and Special Class Centers will have available to them protective smocks.

Section 2. Bus Attendants and School Aides shall be given a schedule of duty assignments as soon as administratively possible, but in no event later than October 15 of each school year. Such assignments may be revised by the Principal upon 24 hours written notice to the employees.

Section 3.

- a. When advance notice has been given to the principal that a School Aide II or School Aide III will be absent, then the senior Bus Attendant at that location shall substitute for the absentee School Aide and shall be paid the Bus Attendant's regular hourly rate for additional hours worked, subject to Article XV, Section 15(a). When no advance notice can be given, then the principal may provide a substitute.
- b. When a Bus Attendant substitutes for a School Aide III, such attendant shall follow the daily work schedule of that School Aide III.

Section 4.

- a. School Aides shall be given a 15 minute break in the morning and afternoon.
- b. Bus Attendants who are assigned by the Principal to work in a school on a full day schedule shall receive a 15 minute break in the morning and afternoon.

Section 5. Bus Attendants shall be eligible for pay on such days that they report for work but their bus route does not operate. The employee shall contact the garage to verify if the route is operating. The employee shall then notify the school of the failure of the bus route to operate as soon as possible. Upon verification of such failure by the principal, pay shall be authorized.

Employees shall not be excused from reporting to the school for the afternoon run unless specifically authorized by the Principal.

Section 6. School Aides I shall be eligible for pay on such days that the bus does not appear at its first scheduled stop within one-half ($\frac{1}{2}$) hour of its scheduled time of arrival. The employee shall contact the garage to verify if the route is operating. The employee shall then notify the school of the failure of the bus to appear and shall report to the school as soon as possible. Upon verification by the Principal of the failure of the bus to arrive within the one-half ($\frac{1}{2}$) hour period, pay shall be authorized.

Section 7. The Office of Classification and Compensation shall review and revise, as necessary, the job descriptions for Bus Attendants, School Aides I, II and III.

Section 8. Bus Chauffeurs and Bus Attendants shall jointly and individually be responsible for assisting non-ambulatory pupils from the bus to the school building.

Section 9. The School District shall defend all School Aides I, II, III, Bus Attendants and Bus Chauffeurs acting within the scope and course of their employment from all liability claims arising out of the administration of emergency first aid in accordance with requirements of their job descriptions or applicable law and hold such employees harmless in the event of a judicial determination of damages against them.

Section 10. Bus Attendants shall be required to attend up to a maximum of three (3) staff development days per school year between September 1 and June 30, without additional pay on days when his/her route is not in operation. This shall include those Bus Attendants who ride on non-public school routes. Programs shall be jointly planned by the School District and Local 32BJ District 1201.

Section 11. Reporting time for Auxiliary Bus Attendants, AM and PM, shall be posted at the time of bids.

Section 12. Bus Attendants assigned to non-public school bus routes shall report to and sign in at their assigned garage at the beginning of the work day, and shall return to the garage at the end of their morning run. They shall report to and sign in at the garage for their afternoon trip. At the end of the afternoon run, the attendants will remain on the bus until the last child is dropped off and then will be dropped off within the city limits at the nearest public transportation site. A bus attendant who signs in as provided above at or before the beginning of the scheduled work time shall be in pay status from the beginning of such scheduled time.

Bus Attendants assigned to cab routes will continue to report to the first stop each morning, but will be dropped off at the end of each run within the city limits at the nearest public transportation site. Arrangements will be made to pick up each cab attendant within the city limits to be transported to the school for the afternoon shift.

Effective upon ratification of this Agreement, the School District shall pay the full cost of a SEPTA transpass on a monthly basis to each Bus Attendant in active service, to defray their commuting expenses.

**ARTICLE XIII
WORKING CONDITIONS - TRANSPORTATION**

Section 1.

- a. Fleet Mechanics in the Transportation Department shall receive replacement tools for those necessary tools broken, stolen, or consumed by use while working on School District owned equipment. The tools purchased shall be of the quality and standard comparable to either Craftsman or Snap-on, but in no event of a lesser quality than that of the tools to be replaced.

Fleet Mechanics in the Transportation Department shall be held responsible for all tools in their possession. An inventory of Mechanics' tools and shop tools shall be maintained in the Office of the Manager of Maintenance. Replacement of any tools lost as a result of employee negligence shall be the responsibility of the employee and must be of the quality and standard comparable to Craftsman or Snap-on.

- b. The School District shall provide each Fleet Mechanic, employed as of September 1, 1989, with a set of high quality metric tools. The schedule of distribution will be determined by seniority and will be accomplished at the rate of no less than fifty percent (50%) of the work force in the first year of the contract and fifty percent (50%) of the work force in the second year.

Section 2. The School District shall supply uniforms and foul weather gear to Bus and Truck Chauffeurs and Warehouse Truck Helpers who are classified as either 10-month or 12-month employees in accordance with work rules and regulations governing the issuance and replacement of such uniforms. All Bus and Truck Chauffeurs as described above shall be provided one (1) complete uniform and foul weather gear within 90 days after date of employment or 30 days after date of delivery indicated on the purchase order issued by the Purchasing Department and thereafter on a demonstrated need basis. Gloves and overalls shall be provided to Garage Service persons. The full cost of such uniforms shall be borne by the School District.

Replacement uniforms or parts of uniforms being supplied on a demonstrated need basis shall be provided to the chauffeur within 30 days of the inspection provided the uniform is in the stock of uniforms carried in the Transportation Department. If the required uniform or parts of uniforms are not in the stock referred to above, the uniforms or parts of uniform indicated by the inspection shall be provided not more than 30 days after date of delivery indicated on the purchase order issued by the Purchasing Department. The above provisions shall also apply to foul weather gear for fleet mechanics.

Uniforms and foul weather gear shall be provided to Driver Training Instructors.

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Employees who are provided with uniforms or other attire shall be required to wear them.

Section 3. Copies of the purchase contract for uniforms shall be made available to the Union.

Section 4. Winter work boots and jackets shall be provided and replaced on a demonstrated need basis to all fleet mechanics.

Employees who are provided with such attire shall be required to wear them.

Section 5. Bus Chauffeurs transporting non-ambulatory, orthopedically handicapped children in excess of 100 pounds, where mechanical assistance is not provided, may request an evaluation of the advisability of carrying the child. This evaluation shall give proper consideration to the physical characteristics of the chauffeurs and the child as well as all other pertinent information. A physical therapist authorized by the Special Education administrator in the appropriate cluster shall make the evaluation and shall submit a recommendation to the Administrator in charge of Transportation within five (5) working days after the request by the chauffeur.

The CEO or his/her designee in consultation with the principal of the school involved shall exercise one (1) of the following options within five (5) working days after receipt of therapist's recommendation:

- a. Equip the bus with mechanical assistance.
- b. Assign the child to home study.
- c. Instruct the chauffeur to carry the child.
- d. Assign the child to a bus having mechanical assistance.

Section 6. When the Administrator in charge of Transportation determines that there is an adequate parking space for buses available and the layover time is one (1) hour or less, the bus chauffeur shall remain at that location. If the layover time is more than one (1) hour, the bus chauffeur shall be scheduled to return to the nearest operating location.

Section 7. No complaint against a bus or truck chauffeur shall be placed in the chauffeur's file unless it contains in writing the following information and the employee and the Union have been notified:

- a. A description of the allegation.
- b. The approximate time of day the incident occurred.
- c. The approximate location where the incident took place.
- d. An identification of the person making the complaint.
- e. The vehicle must be identified, if applicable.
- f. Driving conditions existing when the incident occurred, if applicable.

The Union shall provide representation within 48 hours of such notice or such later time as the discussion is scheduled by the Administrator or supervisor. The employee shall be notified when such complaint is placed in his/her file.

This section shall not preclude the right of management to investigate any complaint received.

Section 8. In each Pony Express truck, an aisle space of twenty (20) inches shall be clearly defined and kept free of all materials in order that the chauffeur will have free access to all bins. Packages carried on such truck shall be no larger than the appropriate bins in such truck.

Section 9. No Pony Express truck shall be required to transport more film than can be carried in the space provided for it.

Section 10. When a 2½ ton or larger size delivery van is operated, assistance shall be provided at each point where such vehicle is loaded or unloaded in order to assist the driver in parking, loading and unloading.

Section 11. When bulky or heavy material is scheduled to be transported on trucks operated by School District employees, the supervisor shall provide for additional personnel or mechanical assistance to load or unload the truck.

Section 12.

- a. Those transportation and maintenance employees who are regularly assigned to shops and drivers shall be issued two pairs of safety shoes. Safety shoes shall be replaced on a demonstrated need basis when presented by the employee to his supervisor for approval.
- b. Safety shoes shall be provided and replaced on a demonstrated need basis to transportation servicemen, bus and auto/fleet mechanics, truck chauffeurs and helpers, and chauffeurs operating lift busses. Other transportation employees shall be eligible for, and provided with, safety shoes upon approval of the Senior Vice President of Transportation. The shoe allowance shall be ninety-five dollars (\$95.00) and it will be provided in the same manner as employees in the Maintenance Department.

Employees who are provided with safety shoes shall be required to wear them on the job.

- c. The Transportation Division shall issue foul weather gear (two piece rain suits) to pony drivers and token drivers.

If funds are available, extra part-time drivers and MH part-time drivers will receive safety shoes and rain gear.

- d. Drivers of handicapped routes, MH Drivers, Pony Drivers, Token Drivers, service people, special status drivers, and extra part-time drivers will be supplied safety belts.
- e. Transportation Instructors shall be issued two (2) blazers, two (2) pairs of pants, two (2) short sleeve and two (2) long sleeve shirts, one pair of safety shoes and foul weather gear including work gloves and overalls.

Section 13. A security officer shall be assigned to accompany each token truck operated by the Transportation Department.

Section 14. An absence phone log must be maintained by the Supervisor or the Dispatcher at each garage location. It should contain the following information:

- a. Date call is received.
- b. Time call is received.
- c. Name of Chauffeur.
- d. Selection number.
- e. Nature of the absence.
- f. Name of person reporting the absence.
- g. Signature of Supervisor if Dispatcher.

Section 15. Bus Chauffeurs and truck chauffeurs with suspended licenses will not be permitted to work until their credentials are in place.

Section 16. At the time of renewal, The School District shall pay, for each full-time and part-time bus chauffeur and fleet mechanic the cost of attaining a commercial drivers' license necessary for the operation of a school bus which is over and above that associated with maintaining a regular Pennsylvania drivers' license.

**ARTICLE XIV
WORKING CONDITIONS - BUILDING INSPECTORS**

Section 1. On all jobs scheduled for weekends and holidays when the Director of Design and Construction or his/her designee determines that an inspection is needed, inspectors shall be used.

Section 2.

- a. When contractors on new building construction work beyond the Building Inspector's assigned schedule and the work to be performed requires concurrent inspection, an Inspector shall be assigned to work and shall be paid as provided herein.
- b. On all alteration work when, in the opinion of the Director, construction operations require the presence of a Building Construction Inspector, one shall be so assigned and shall be paid as provided herein.

Section 3. Safety shoes shall be provided and replaced on a demonstrated need basis for Building Inspectors. Building Inspectors shall be required to wear the safety shoes on the job.

**ARTICLE XV
WAGES AND HOURS OF WORK**

WAGES

- Section 1.** Salaries shall be adjusted in the amounts and on the dates listed below:
- a. Effective July 1, 2016, the wage rates in place as of July 15, 2012 shall be restored in full.
 - b. Effective July 1, 2016, employees employed in a bargaining unit position on the ratification date and also employed on July 1, 2016, will receive a lump sum payment equal to three (3%) percent of base salary.
 - c. Effective July 1, 2016, employees not at maximum step shall advance two (2) increments on the salary scale applicable to their pay step.
 - d. Effective September 1, 2017, employees shall receive a three (3%) percent across the board increase to base salary. Effective September 1, 2018, employee shall receive a three (3%) percent increase to base salary. Effective September 1, 2019, employee shall receive a three (3%) percent increase to base salary.
 - e. The parties agree to a new hire rate that is \$3.00 per hour below the current hire rate for each job classification, with increases of \$1.00 per hour every twelve (12) months as described below until this rate reaches the prescribed rate for this classification. Each such employee shall receive an increase of \$1.00 after twelve (12) months of employment, another \$1.00 after twenty-four (24) months of employment, and another \$1.00 after a total of thirty-six (36) months of employment. Such employees shall receive the yearly negotiated hourly wage increases and wage progressions.
 - f. **Building Engineer Job Classification and Salary Equalization**

Effective January 3, 2000, the 11 classifications of Building Engineers shall be consolidated as follows:

Current grades 1, 2 and 3 shall be consolidated into a new Group I (118 pay step);

Current grades 4, 5 and 6 shall be consolidated into a new Group II (121 pay step);

Current grades 7 and 8 shall be consolidated into a new Group III (2448 pay step);

Current grades 9, 10 and 11 shall be consolidated into a new Group IV (100 pay step).
 - g. **Cleaning Personnel**

Eight-hour General Cleaners shall be paid at Step 133 at the same pay progression and increment date which they held at Pay Grade/Step 146. Effective September 1, 2004, the top step of the General Cleaner pay grade (133) shall be increased by \$500.00

The Night General Cleaner position shall be paid at pay grade 129. No shift differential shall apply.

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Any General Cleaner at Pay Grade Step 6 who is promoted to a Custodial Assistant shall be placed at Pay Grade Step 2 in the Custodial Assistant pay progression.

h. Maintenance Mechanics

Plumbers who hold a fire suppression certification from the City of Philadelphia will be paid an additional \$4.00 per hour for time worked while performing fire suppression system certifications, installation of new fire suppression systems, or major repairs of fire suppression system.

Newly hired employees within the Landscaping and Fields Department shall initially receive compensation in accordance with pay grade 2434 and upon completion of the requisite number of hours of work, shall receive compensation in accordance with pay grade 2445.

Section 2. Appendix "B" sets forth annual salaries for each Pay Progression of each Pay Step.

Section 3. At any time after the ratification of this Agreement, if Local 32BJ District 1201 requests that the members of the bargaining unit who are classified as 10 month Employees be paid over 12 months, the School District shall implement this payment schedule.

Section 4. Employees in the bargaining unit who are required to serve in a classification one or more pay grades above their classification on account of an absence or vacancy in the higher grade shall, after seven (7) calendar days' continuous service in the higher classification, excluding vacation replacement for the employee in the higher classification, be paid at the rate of the higher classification during such further period of service and retroactive to the first day of such service.

HOURS OF WORK

Section 5. Maintenance

- a. All eight (8) hour employees in the Maintenance Department shall be scheduled for their regular work day of eight (8) continuous hours sometime between the hours of 6:00 a.m. to 6:00 p.m., 12:00 p.m. to 12:00 a.m. or 6:00 p.m. to 6:00 a.m. This continuous eight (8) hour period shall be interrupted only by an unpaid duty free lunch period of one-half (½) hour which lunch period shall not be construed as part of the eight (8) hour regular work day. Starting and ending times within

an established twelve (12) hour shift may be changed up to three (3) times per year with thirty (30) days prior written notice to the Union President. Hours of work which cross bid shifts may only be established by mutual agreement between the School District and the Union President. Individuals employed in the Maintenance Department as of the effective date of this Agreement who subsequently bid into or are involuntarily assigned to a 12:00 p.m. to 12:00 a.m. or 6:00 p.m. to 6:00 a.m. shift shall receive a shift differential of \$2.00 per hour.

- b. Saturday and Sunday shall be regularly scheduled days off for employees in the Maintenance Department scheduled to work Monday through Friday and work on such days shall be governed by the overtime provisions of Article XV.
- c. The District will establish for certain classes of Maintenance employees a four (4) consecutive day, ten (10) hour per day shift, commencing on Monday, Tuesday or Wednesday. This shift will be staffed in accordance with the terms of this Section:
 - i. During the first year after the establishment of this shift, volunteer assignments for this shift will be permitted in the following multi-craft positions or trades: Auto Temp Control; Carpenter; Carpenter Shop; Electrician; Electronic; Iron Work; Locksmith; Painter; Glazier; Plumber; and Steamfitter. In each year thereafter, the District reserves the right to change, add to, subtract from or otherwise modify the trades within which assignments to this shift may be offered, after prior consultation with the Union.
 - ii. During the first year after the establishment of this shift, persons employed as of September 1, 2003 who volunteer to work this shift shall have the opportunity to opt out at the conclusion of the first six month period following the date the employee started working on this shift. Employees who opt out will be reassigned to a regular 5 day per week shift. Thereafter, employees will be permitted to voluntarily apply for this shift on an annual basis. In the event there are more volunteers than openings, selection will be based on seniority within each craft or trade.
 - iii. Employees hired into the Maintenance Department after September 1, 2003 may be assigned to the four (4) day, ten (10) hour per day shift at management's discretion. In the second year after the establishment of this shift and in years thereafter, employees working on this shift shall be permitted to bid using craft seniority on posted vacancies on the 5 day/ 8 hour shift.
 - iv. In the event that a bargaining unit member hired prior to September 1, 2003 transfers into the Maintenance Department after September 1, 2003, such incumbent employee(s) shall be provided, in seniority order, with the option to choose which shift he or she prefers should the District be hiring employees on more than one shift in the same craft or trade for which the

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incumbent employee is qualified. For purposes of this paragraph, maintenance seniority shall prevail in the event that an employee working on the 4/10 shift is available to return to the vacant position on the 5 day / 8 hour shift.

- v. The District reserves the right to discontinue the ten (10) hour, four (4) day shift with thirty (30) days prior written notice to the Union President.
- vi. All employees working on this shift will be scheduled for their regular work day of ten (10) continuous hours between the hours of 6 a.m. and 7 p.m. This continuous ten (10) hour period shall be interrupted only by an unpaid duty-free lunch period of ½ hour which shall not be construed as part of the ten (10) hour work day.
- vii. Overtime compensation on this shift will be earned for hours worked in excess of forty (40) hours in a workweek.
- viii. Overtime will be offered to individual employees assigned to this shift who are available and qualified to perform the work, in seniority order within each craft or trade, in increments totaling twenty (20) hours regardless of the work location or number of work orders involved. Twenty (20) hours may be exceeded when the 20th hour occurs during the overtime shift. Employees shall remain at the top of the seniority list until completion of sixteen (16) hours of overtime.
- ix. An employee assigned to this shift is not considered available for purposes of this section if the employee is regularly scheduled to work during the time period when any of the overtime work will be performed. An employee who declines overtime or is on paid or unpaid leave when his or her name is reached on the seniority list for the distribution of overtime shall be placed at the bottom of the seniority list.
- x. For purposes of monitoring the distribution of overtime, the District and the Union agree to conduct quarterly audits. In the event that there is a dispute between the parties as to whether overtime has been distributed equitably among qualified employees within a specific craft or trade operating on each maintenance shift, the parties shall attempt to resolve it during the three month period following the quarter within which the dispute arose. In the event that the dispute is not resolved at the conclusion of the subsequent 3 month period, either party may submit the dispute to arbitration, in accordance with Article IV, Section 2(d) of this Agreement.
- xi. Employees working this shift who work more than forty (40) hours but less than sixty (60) hours in a workweek shall receive compensation at a rate of one and one half times their regular rate of pay for all hours worked, up through and including the sixtieth (60th) hour. Employees

working this shift who work in excess of sixty (60) hours in a workweek shall receive double time for all hours worked after the sixtieth (60th) hour.

- xii. Twelve month employees assigned to work the four (4) day workweek shall receive no less than 10.5 holidays per calendar year computed at the rate of ten (10) hours per holiday. Within 30 days after the District publishes the school calendar for the following year, the District shall provide a schedule of holidays for employees on this shift, which the Union may review. Included in the schedule of holidays will be a specific number of "floating holidays" which shall represent pro-rated time off for holidays that occur on Mondays and Tuesdays for that fiscal year. In no event, however, will the number of holidays exceed the total pro-rated amount referenced in this paragraph. Employees shall be entitled to use floating holidays after the actual holiday for which it was provided occurs, on the condition that the employee was actively employed on the date of the actual holiday.

For example, if a holiday falls on a Monday (*i.e.* Labor Day), the employees on this shift will be provided with a floating holiday, to be used in accordance with the terms of this Section. If a holiday falls on a Wednesday, Thursday or Friday the employees will be off on the designated holiday. Finally, if an actual holiday falls on a Saturday, (*i.e.* New Year's Day, Fourth of July, Christmas Day), the District may designate that holiday as a scheduled holiday for this shift, and the employees will work the remaining days of their regularly scheduled shift.
- xiii. Floating holidays must be scheduled at least three (3) prior workdays in advance and must be pre-approved by the Department Manager. Such approval shall not be unreasonably withheld. Floating holidays may not be scheduled on a Saturday, unless the District approves use of a floating holiday for all of the bargaining unit members on this shift for a particular holiday that falls on a Saturday.
- xiv. Compensation for floating holidays will be at the employee's regular rate of pay. Unused floating holidays shall not be accumulated or carried over from year to year. Employees shall be paid for any unused floating holidays at the end of a fiscal year at his or her current rate of pay.
- xv. Employees assigned to the four (4) day, ten (10) hour shift shall receive pro-rated vacation, personal and sick leave benefits to be used in accordance with the terms of this Agreement. For example, if an employee is entitled to ten (10) paid vacation days at the rate of eight (8) hours per day under the terms of this Agreement, employees on this shift will be entitled to eight (8) days of vacation at the rate of ten (10) hours per day.

Section 6. Engineering and Cleaning

- a. Except as otherwise provided in this Agreement, eight (8) hour engineering and cleaning personnel shall be scheduled for the regular work day of eight (8) continuous hours between the hours of 6:00 a.m. and 10:30 p.m. In addition to 6:00 a.m. and 10:30 p., employees may be scheduled to work between the hours of 10:30 p.m. and 7:00 a.m. Shift assignments shall be posted and bid in accordance with the seniority rules. This continuous eight (8) hour period shall be interrupted only by an unpaid duty free lunch period of one-half ($\frac{1}{2}$) hour which shall not be construed as part of the eight (8) hour regular work day. Sunday shall be regularly scheduled days off for Engineering and cleaning employees and work on such days shall be governed by the overtime provisions of Article XV. Employees assigned to a Tuesday through Saturday shift shall receive a shift differential of \$0.75 per hour.

- b. Building Engineers shall work a basic forty (40) hour week, but shall be required to work all additional hours made necessary by emergency circumstances.

All Building Engineers working such additional hours shall be compensated therefor as set forth in the applicable Sections of this Article XV.

- c. Each full-time custodial employee shall have one-half ($\frac{1}{2}$) hour of his/her day set aside for an unpaid duty free lunch, the time to be determined by the Facilities Based Supervisor. When, by virtue of his/her work assignment as specified by the Facilities Based Supervisor or in the event of an emergency, a full-time custodial employee works all or the major portion of his/her scheduled lunch period, he shall be paid for the full period. Each night watchman shall have a daily one-half ($\frac{1}{2}$) hour unpaid lunch period. All other custodial employees shall have a one-half ($\frac{1}{2}$) hour daily unpaid duty free lunch.

- d. A third shift may be established in no more than fifty (50) schools during the term of this Agreement, not to exceed 10 schools per year.

- e. The School District shall furnish an annual schedule to the employees and to the Union, which may include up to three (3) shift changes. Schedules for cleaning Employees, general cleaners, custodial assistants, building engineers, cleaning leaders may be changed three (3) times per year upon thirty (30) days written notice to the Union and to the affected employees.

- f. Within 30 days after the District publishes the school calendar for the following year, the District shall provide a schedule of holidays for employees on this shift, which the Union may review. Included in the schedule of holidays will be a specific number of "floating holidays" which shall represent time off for holidays that occur on Mondays for that fiscal year. In no event, however, will the number of holidays exceed the total amount referenced in Article IX, Section 2(a). Employees shall be entitled to use floating holidays after the actual holiday for

which it was provided occurs, on the condition that the employee was actively employed on the date of the actual holiday.

For example, if a holiday falls on a Monday (*i.e.* Labor Day), the employees on this shift will be provided with a floating holiday, to be used in accordance with the terms of this Section. If a holiday falls on a Tuesday, Wednesday, Thursday or Friday the employees will be off on the designated holiday. Finally, if an actual holiday falls on a Saturday, (*i.e.* New Year's Day, Fourth of July, Christmas Day), the District may designate that holiday as a scheduled holiday for this shift, and the employees will work the remaining days of their regularly scheduled shift.

Floating holidays must be scheduled at least three (3) prior workdays in advance and must be pre-approved by the Department Manager. Such approval shall not be unreasonably withheld. Floating holidays may not be scheduled on a Saturday, unless the District approves use of a floating holiday for all of the bargaining unit members on this shift for a particular holiday that falls on a Saturday.

Compensation for floating holidays will be at the employee's regular rate of pay. Unused floating holidays shall not be accumulated or carried over from year-to-year. Employees shall be paid for any unused floating holidays at the end of a fiscal year at his or her current rate of pay.

Section 7. Building Inspectors. Building Inspectors shall be scheduled for a regular work day from 7:00 a.m. to 3:30 p.m. including an unpaid duty free lunch period one-half (½) hour.

Section 8. Print Shop/Warehouse

- a. All eight (8) hour day shift employees in the Warehouse, Warehouse Services and Print Shop Departments shall be scheduled for their regular work day of eight (8) continuous hours sometime between the hours of 5:00 a.m. and 11:00 p.m. This continuous eight (8) hour period shall be interrupted only by an unpaid duty free lunch period of one-half (½) hour which lunch period shall not be construed as part of the eight (8) hour regular work day. Absent an emergency, the schedule of an employee shall not be changed without reasonable notice.

Saturday and Sunday shall be regularly scheduled days off for employees in the Print Shop Departments and work on such days shall be governed by the overtime provisions of Article XV.

- b. Employees in the duplicating and reproduction services in the Administration Building and Audio-Visual Department shall observe the normal work schedule for employees in the Administration Building.

Section 9. Transportation/School Aides/Bus Attendants

- a. The work day for School Aides III at the Widener School and at Special Class Centers shall be the same length as the school day as determined by the School District which shall include thirty (30) minutes for lunch.
- b. The work day for School Aides I and School Aides II assigned to secondary schools shall be the same length as the school day as determined by the School District which includes a lunch period to be the same length as that prevailing in the local school, provided, however, that to the extent possible, no lunch period shall be less than an uninterrupted thirty (30) minute period, nor more than one (1) hour.
- c. The starting time for each School Aide III at the Widener School and Special Class Centers, and each School Aide II at secondary schools shall be listed by the school of assignment and such lists shall be made available to the Union. The starting time may be changed to meet the unique needs of the school program but such change shall not result in a change in the employee's daily hours.
- d. Effective September 1, 2016, bus attendants employed as bargaining unit bus attendants on the date of ratification shall be assigned to work for six (6) hours per day. Bus attendants employed following ratification as bus attendants may be assigned to work for five (5) or six (6) hours per day.
- e. Bus Attendants will be employed on split shifts for a total of twenty-five (25) hours in each workweek.
- f. The starting time for Bus Attendants shall be ten (10) minutes prior to the first stop of the bus on which they serve.
- g. Bus Chauffeurs who are employed on a full day basis when regular school is in session shall continue to work a forty (40) hour work week exclusive of one (1) hour per day duty free lunch period. Every effort shall be made to avoid altering the scheduled lunch period. However, if such alteration takes place, the chauffeur's duty free unpaid lunch period shall be reduced by an amount of time equal to the time by which the lunch period was altered and such amount of time shall be added to his paid work time for that day.
- h. Bus Chauffeurs who are employed on a full day basis when regular school is not in session shall continue as heretofore to work a forty (40) hour work week exclusive of one-half (½) hour per day duty free lunch.
- i. Other than the 30 employees moved from Part-time Bus Chauffeur to Full-time Bus Chauffeur status in accordance with the Bus Chauffeurs Side Letter, Employees hired into Regular Full-time Bus Chauffeur positions following the ratification date of this agreement shall be assigned to work split shifts, which shall be scheduled as no less than three (3) hours in the morning and no less than three (3) hours in the afternoon, but shall total eight (8) work hours per day.

- j. Unless otherwise indicated on the bid sheet for a route, drivers on pony express routes shall be scheduled for their regular work day from 7:00 a.m. to 3:30 p.m. including an unpaid duty free lunch period of one-half (½) hour.

Section 10. No employee in the bargaining unit will be scheduled for a split lunch period unless there is no other reasonable alternative available.

Section 11. While their regular work week is forty (40) hours, building engineers shall remain responsible at all times for the care and proper operation of the buildings to which they are assigned, unless specifically relieved thereof by written instructions from the Facilities Based Supervisor. Any overtime worked must be pre-approved by the Facilities Based Supervisor shall be paid in accordance with the applicable provisions of this Article XV.

Section 12. In order to permit Building Engineers to work a regular work week of forty (40) hours, the School District shall arrange regular staggered starting and finishing times, consistent with the proper operation of the buildings. The building engineers shall also be scheduled to work a basic forty (40) hour week and shall operate the plant as required.

Section 13. Custodial employees shall be required to use the biometric clock or any other method that is established by the District for the purpose of tracking and recording time and attendance at the work location to which they are assigned. Custodial employees shall use the clock or other District established method upon arrival at a work location, immediately prior to leaving that location, at the beginning of their scheduled thirty (30) minute lunch period and when they conclude lunch. They shall also use the biometric clock or other District established method at any other time when they leave the location during a time when they are scheduled to be at that location.

Section 14. The School District maintains the right to schedule four (4) 10-hour days during the Monday through Friday work week, during the summer months. Any such schedule changes will be discussed with the Union prior to implementation, and at least two (2) weeks' notice of any such change shall be provided to affected bargaining unit employees.

OVERTIME

Section 15.

a.

All hours worked in any one week in excess of forty (40) or on any one day in excess of eight (8) shall be paid at one and one-half (1 ½) times his/her regular hourly rate provided that in any week in which the employee is absent for illness, the employee shall be paid one and one-half (1 ½) times his/her regular hourly rate for only those hours worked in excess of forty (40) for that week.

b. All hours worked on a scheduled holiday shall be paid at one and one-half (1½) times the employee's regular hourly rate in addition to holiday pay for which the employee is eligible.

Section 16. An employee required to work on the first day of his/her scheduled two (2) days off shall be paid at the rate of time and one-half for all time worked on such day.

An employee required to work on the second day of his/her scheduled two (2) days off shall be paid at a rate of time and one-half for all time worked on such day.

In the event an employee is required to work on both the first and second day of his/her scheduled two (2) days off, he shall be paid at the rate of double time for such time as he works on the second day of such scheduled two (2) days off.

Section 17. There shall be no pyramiding of overtime rates under any section of this Article XV.

Section 18. An employee called to work on other than regular work hours shall be guaranteed at two (2) hours work or pay in lieu thereof for any period less than two (2) hours; for (4) hours or pay in lieu thereof for any period more than two (2) hours and less than four (4) hours; six (6) hours work or pay in lieu thereof for any period more than four (4) hours less than six (6) hours.

- a. When a decision is made to close schools during the workday, employees are required to remain for their normal workday unless otherwise authorized by the CEO. An employee who is required to work on a day or part of a day on which the schools closed because of inclement weather shall be paid his/her regular salary for such day and shall receive straight time pay for all hours worked that day.

In the case of an early dismissal of schools because of inclement weather, the employees shall be paid straight time for all hours worked between the closing of school and the time he/she is dismissed, in addition to his/her regular day's pay/ All hours worked in excess of eight (8) hours shall be paid at time and a half the employee's regular hourly rate. Such pay shall be included in the employee's next overtime paycheck.

The main Building Engineer is the person scheduled to report to work in each facility. Upon reporting to work, that person will call the Dispatcher for further instructions as to reporting requirements.

- b. An employee who is not required to work on a day when the schools are closed because of inclement weather shall receive his regular salary for such day. Such day not worked shall be included as time worked for purposes of computing time and one-half after forty (40) hours in any week in which such day may occur.
- c. This Section (Art. XV, Section 18(a-c)) shall not apply to emergency closings ordered by governmental authorities. The SRC shall not be considered a governmental authority for the purposes of this Section of Article XV.

OVERTIME DISTRIBUTION

Section 19.

- a. All overtime shall be distributed equitably among employees qualified to perform the work, within each classification, at a given work location. Such distribution shall be accomplished in a manner to be determined by the operating head of each department in consultation with the Union. Overtime on bus and truck routes shall be assigned in accordance with provisions of Article XXI of this Agreement. Any employees who have been suspended shall be ineligible to participate in the distribution of overtime for a period of six (6) months from the date of such suspension.
- b. The Office of the Central Maintenance Division shall maintain, for each craft, a list showing distribution of over time worked by employees and shall make these lists available for inspection by the shop stewards and other union officials upon their request.
- c. Overtime and Seniority - The current provision of one seniority list for each maintenance craft will remain. Regional and Central Maintenance will remain on one list for seniority purposes including overtime distribution.

In order to ensure effective use of manpower, overtime will be offered to individual mechanics in seniority order within each craft in increments totaling twenty (20) hours, regardless of locations or number of work orders involved. Twenty (20) hours may be exceeded when the twentieth hour occurs during an overtime shift. Employees shall remain at the top of the seniority list until the completion of at least sixteen (16) hours of overtime. A mechanic who declines overtime or is on paid or unpaid leave when his name is reached on the seniority list shall be placed at the bottom of the seniority list. A mechanic who is scheduled for an overtime assignment and fails to work such assignment twice within six months shall remain at the bottom of the seniority list for six months.

Section 20. The SRC and/or CEO reserves the right to adjust or stagger work schedules to implement the forty (40) hour regular week for Building Engineers with the least expenditure of overtime possible. The most senior Building Engineer at each location will have preference in shift selection after consultation with the Manger of Operations.

Apprentices will be permitted, in accordance with Article XV, Section 19(c) to share in overtime distribution beginning with the fourth year of their apprenticeship.

NIGHT DIFFERENTIAL

Section 21. Except as otherwise provided in this Agreement, the following night differentials shall apply:

Any employees other than night general cleaners on a shift scheduled to begin at 2:00 PM or thereafter shall receive a differential of \$.50 per hour regardless of their shift.

Section 22. Night Watchmen, since they are employed only at night, shall not be eligible for night pay differential. They shall, however, be eligible for all other benefits provided in this Agreement.

MISCELLANEOUS

Section 23. The School District reserves the right to create teams of engineering and/or cleaning employees who may travel from location to location to provide assistance in correcting problems or maintaining buildings.

ARTICLE XVI HEALTH AND WELFARE BENEFITS

Section 1.

The School District agrees to make payments into the Health Trust Fund known as the "Building Service 32BJ Health Fund" payable when and how the Trustees determine, to cover all regular full-time and part-time employees and their eligible dependents, with such benefits as may be determined by the Trustees of the Fund.

- a. The monthly contribution to the Health Fund for each covered employee shall be as follows:

Effective January 1, 2016: \$1,231.00
Effective January 1, 2017: \$1,218.00
Effective January 1, 2018: \$1,300.00
Effective January 1, 2019: \$1,400.00
Effective January 1, 2020, the rate shall increase by no more than 8%.

Section 2.

- a. Upon employment, an employee, irrespective of sex, shall be permitted to obtain coverage under Life Insurance Plan No. 5 without medical examination; an employee in service for more than ninety (90) days electing to obtain such coverage at any other time must undergo a medical examination satisfactory to the insurance carrier, the cost of which he must pay. The School District shall continue to pay 100% of the premium cost of such life insurance.

Coverage under the Life Insurance Plan No. 5 shall permit an employee to elect Life Insurance coverage in the amount of \$2,000 or coverage in the following amounts:

Base Salary	Amount
Under \$1,500	\$ 3,438
1,500 to 2,999.99	5,000
3,000 to 3,999.99	7,500
4,000 to 4,999.99	8,750
5,000 to 5,999.99	10,000
6,000 to 6,999.99	11,250
7,000 to 7,999.99	12,500
8,000 to 8,999.99	13,750
9,000 to 9,999.99	15,000
10,000 to 10,999.99	16,250
11,000 to 11,999.99	17,500
12,000 to 12,999.99	18,750
13,000 to 13,999.99	20,000
14,000 to 14,999.99	21,250

15,000 to 15,999.99	22,500
16,000 to 16,999.99	23,750
17,000 and over	25,000

- b. The amount of insurance provided for employees who retire after September 1, 1970 and who have been participating in the Life insurance program shall be increased from \$1,000 to \$2,000.

Section 3.

- a. All of the present regulations and bulletins concerning sick leave, personal leave and other leaves requiring prior approval shall remain in effect during the term of this Agreement.
- b. Part-time bus chauffeurs shall also be eligible to participate in the Health and Accident Insurance coverage program.
- c. Employees shall be granted three (3) days leave each year without loss of salary for urgent personal business which cannot be conveniently scheduled on other than work days and for personal emergencies requiring immediate attention. Extension of school holidays or beginning the summer vacation earlier or extending it later shall not be deemed personal leave and may not be taken except in most unusual circumstances as hereinafter provided. Application for such leave shall be made upon a form to be furnished by the CEO.

If not more than 10% of the employees in a work location request leave for a given day, or if the number requesting leave exceeds 10% but the granting of such leave will not interfere with the operation, the employee shall have the right to take such leave. In the event that the number of employees at a work location requesting leave exceeds 10% and the employee's leave will interfere with the operations, the Human Resources Division shall determine whether the leave shall be denied to the employee or employees last filing such requests, provided, however, that if such employee or employees request the leave because of an emergency, the leave shall be granted.

Attendance at the commencement of relatives and friends, absence in connection with the death or funeral of distant relatives and friends, or in connection with the marriages of relatives or friends, and appearances in court in a case in which the employee is plaintiff or defendant shall be treated solely as personal leaves.

The Human Resources Division shall also determine whether or not the request for personal leave which has the effect of extending the school holidays or beginning the summer vacation earlier or extending it later shall under most unusual circumstances, be granted.

The present practice shall be continued so that upon termination of service, an employee whose services were not terminated for intentional misconduct shall be entitled to receive compensation for 100% of accumulated unused personal leave

days. The value of a personal leave day for ten-month employees for such payment shall be one-two hundredth (1/200) of the annual salary such an employee is receiving and the value of a leave day for such payment of a twelve-month employee shall be one-two hundred and fortieth (1/240) of the annual salary such employee is receiving.

- d. For the purpose of leaves of absence on account of death of a relative of an employee covered by this Agreement, the phrase "immediate family" in Administrative Bulletin #12 shall be deemed to include the employee's father-in-law and mother-in-law.
- e. Upon such designation, long-term substitutes shall be eligible to receive the same insurance rights and leave provisions as regularly appointed employees.
- f. Employees hired after March 1, 2010 shall accrue sick leave. Ten (10) month employees shall accrue sick leave at the rate of one (1) sick day per month between September 1st and June 30th. Twelve (12) month employees shall accrue sick leave at the rate of 0.83 sick days per month between September 1st and August 31st.

Section 4.

- a. The Health and Accident Insurance coverage provided to employees covered by this Agreement shall not be changed except as follows:

Change
An individual shall have the opportunity to enroll in weekly indemnity program which would provide a uniform benefit duration with various waiting periods based on accumulated sick leave. Employees may enroll in the program during their first ninety (90) days of employment or during an annual open enrollment period. The plan is as follows:

Accumulated Sick Leave	Waiting Period	Percentage of Premium Paid by the School District	Benefit Duration
Less than 10 days	7	25%	52 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.
10 but less than 30	6	25%	
30 but less than 60	5	65%	
60 but less than 90	4	100%	
90 but less than 120	3	100%	
120 but less than 150	2	100%	
150 but less than 180	1	100%	
Over 180	0	100%	

For Employees newly hired within the three (3) years immediately prior to each September 1 when the employee's Health and Accident Insurance category is set, the percentage of premium paid by the School District will be as follows:

Accumulated Sick Leave	Waiting Period	Percentage of Premium Paid by the School District	Benefit Duration
Less than 10 days	7	50%	52 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.
10 but less than 30	6	50%	
30 but less than 60	5	65%	

At the commencement of each school year and until the following July 1, the individual shall be placed in a category relating to his/her accumulated sick leave. The waiting period shall apply only once during each school year commencing with July 1 or September 1. The benefits shall be offset by Social Security after five (5) months of continuous disability.

- b. If an employee is receiving wage continuation benefit payments pursuant to the wage continuation insurance plan described in Section 4(a), above, then health benefits coverage shall be continued in accordance with the following:
 - i. If the employee has not exhausted FMLA benefits prior to the commencement of benefit payments under the wage continuation insurance program, then any remaining FMLA health care coverage shall first be applied to the period during which the employee is receiving wage continuation benefits.
 - ii. When the employee exhausts FMLA health care coverage, the employee is eligible for health care benefits for the remaining duration of the wage continuation insurance benefit payments. If the employee receives wage continuation benefits for any amount of time longer than six months and the employee does not return to work following the termination of the wage continuation benefit, the amount of time in excess of six months during which the employee participated in the Employer Group Health Plan and received wage continuation payments shall be considered to have been an alternative to PHSA (Public Health Services Act) coverage and shall reduce the amount of time for which the employee may elect PHSA coverage.
 - iii. If the employee has exhausted FMLA benefits prior to the commencement of benefit payments under the wage continuation program, then the employee is eligible for health care coverage for the duration of the wage continuation insurance benefit payments. If the employee receives wage continuation benefits for any amount of time longer than six months and

the employee does not return to work following the termination of the wage continuation benefit, the amount of time in excess of six months during which the employee participated in the Employer Group Health Plan and received wage continuation payments shall be considered to have been an alternative to PHSA (Public Health Services Act) coverage and shall reduce the amount of time for which the employee may elect PHSA coverage.

Section 5. Catastrophic Illness

Any employee who has an accumulated sick leave balance of at least ninety (90) days and who, as a result of suffering a single catastrophic illness or injury, has a continuous absence, certified by a physician, that brings his/her sick leave balance below thirty (30) days, shall be treated as a new employee for purposes of calculating wage continuation rates for not more than three (3) years subsequent to the date of his/her return to work.

Section 6.

- a. The School District will, as soon as practicable, furnish to each employee a brochure explaining the coverage of all insurance plans available to them for which the School District and the employees make premium contributions and the amount of such respective contributions.
- b. The CEO and or SRC will provide to each employee an annual accounting of his/her sick leave accumulation.

Section 7. At the election of an employee who, on the basis of a School District medical evaluation, will be subject to termination, involuntary change of work classification, loss of pay, involuntary use or loss of sick leave or involuntary retirement for disability or who is refused a promotional appointment for which he/she is otherwise eligible, except in matters of Workmen's Compensation, such evaluation shall be submitted for determination to a member of a panel of experts in the appropriate specialty who have been named by the Philadelphia County Medical Society, or the Philadelphia College of Surgeons and Physicians, or the Pennsylvania Osteopathic Medical Associations.

**LOCAL 32BJ DISTRICT 1201 HEALTH AND WELFARE FUND
CREATION OF TRUST FUND**

Section 8. The Trust Fund designated and known as the "Local 32BJ District 1201 Health and Welfare Fund" shall be continued.

- a. i. Payments shall be made for each employee in the bargaining unit by the Board to the Trust Fund in accordance with the schedule below:

Date	Annual	10 Month Employees	12 Month Employees	12 Month Employees
		20 bi-weekly pay periods	25 bi-weekly pay periods	26th bi-weekly pay period
09/01/15	\$3,878.05	\$193.90	\$155.12	0

During the term of the agreement, should the Trust Fund Actuary determine that the amounts available for benefits have fallen below a 2-month reserve level based upon the current plan of benefits, the District and the Union agree to meet and discuss an increase in contributions to the Trust Fund.

- ii. Health and Welfare contributions shall be made for regular part-time bus chauffeurs who are scheduled to work four (4) hours per day, five (5) days per week or the equivalent.
- b. The Trust Fund shall have its place of business in Philadelphia, Pennsylvania. The Local 1201 Trust Agreement for the Health and Welfare Fund shall be amended to require the appointment of an equal number of Union and School District Trustees who shall operate the Fund.

c. **PURPOSE OF TRUST FUND**

The purposes of the Trust Fund shall be to make payments from principal or income or both of (1) benefits to employees, their families and dependents for medical and hospital care; (2) benefits on account of sickness, temporary disability, permanent disability, death or retirement; (3) benefits for any and all other purposes which may be specified by the Trustees of the Fund, provided same are within the scope of applicable law.

Subject to the stated purpose of the Trust Fund, and applicable law, the Trustees shall have full authority to establish types of benefits, rules and regulations with respect to coverage, amounts of benefits, eligibility, priorities among classes of benefits, methods of providing or arranging for provisions for benefits, investment of Trust Funds, and all other related matters including reasonable and necessary administrative costs.

d. **PAYMENT TO TRUST FUND**

The payments to the Trust Fund shall be made by the Board to the Fund at the conclusion of each full bi-weekly pay period for twenty-six (26) such payments during the year.

e. **TITLE TO MONIES PAID INTO TRUST FUND**

Title to all the monies paid into and/or due and owing said Trust Fund shall be vested in and remain exclusively in the Trustees of the Trust Fund. No benefits or

monies payable from this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. The monies to be paid into said Trust Fund shall not constitute or be deemed wages due to the individual employee nor shall said monies in any manner be liable for or subject to the debts, contracts, liabilities or torts of any beneficiary of such Trust Fund.

f. LEAVE OF ABSENCE FOR EMPLOYEES TO WORK FOR HEALTH AND WELFARE FUND

In accordance with the provisions of Article VIII, Section 4 of this Agreement, employees who are elected and/or appointed to full time positions with the "Firemen and Oilers, Local 1201 Health and Welfare Fund" shall be granted leaves of absence for the purpose of accepting those positions. No more than one (1) employee from the bargaining unit shall be granted such leaves of absence for any year.

Section 9. The present practice shall be continued so that upon termination of service, an employee whose services were not terminated for intentional misconduct shall be entitled to receive compensation for 25% of unused accumulated sick leave days. For purposes of this provision, the following principles shall apply:

- a. In the school year of termination, the accumulation of sick leave days for such year shall be calculated by multiplying by ten the quotient of the number of months worked in such year divided by the total number of working months in said year.
- b. In the school year of the employee's employment, the accumulation of sick leave days for each year shall be calculated by multiplying by ten the quotient of the number of months worked in such year divided by the total number of working months in said year.
- c. The value of a day of accumulated sick leave for such purpose for 10 month employees shall be one-two hundredth ($1/200$) of the annual salary such an employee is receiving at the time of termination and the value of a day of accumulated sick leave for such purpose for 12 month employees shall be one-two hundred and fortieth ($1/240$) of the annual salary such employee is receiving at the time of termination.
- d. Payment, in accordance with the provisions listed above, for the accumulated sick leave days of an employee who is deceased shall be made to the employee's beneficiary or estate.
- e. The CEO and or SRC shall within thirty (30) days of the termination date effectuate such payment for all unused sick days, personal leave days and vacation days. Such shall be limited to retirees with twenty-five (25) years of service. This shall apply to all other retirees as soon as administratively possible.

Section 10. In the event that an employee is absent from work due to injury resulting from a physical assault arising out of the performance of his duties, he/she shall be paid, an amount, including payments, if any, at which he/she is entitled under the Workmen's Compensation Act, equal to the compensation he/she would have received during the period of his/her absence for the first year of such absence. Such absence shall not be charged against his/her sick or personal leave. Medical expenses arising out of such injury will be paid by the Board. Details concerning the implementation of this policy are set forth in Administrative Bulletin #12.

Employees shall continue to be eligible to participate in an employer sponsored medical plan for up to 12 months following commencement of an approved occupational injury claim. If the employee does not return to work following the termination of an approved occupational injury claim of a duration greater than six months but less than twelve months, or if the employee's (or former employee's) approved occupational injury claim extends beyond twelve months, the amount of approved time in excess of six months, during which the employee participates in the Employer Group Health Care Plan shall be considered to have been an alternative to PHSA (Public Health Service Act) coverage and shall reduce the amount of time for which the employee may elect PHSA coverage.

Section 11. If an employee is absent due to an injury which makes him/her eligible for Workmen's Compensation benefits or the benefits described in Section 12 of Article XVI and such injury was incurred while the employee was receiving the rate of pay of a classification higher than his/her permanent classification under the terms of Article XV, Section 4 of this Agreement, such benefits shall be based on the rate of pay actually being received at the time the injury was incurred.

Section 12.

- a.
 - i. Bus chauffeurs with ten (10) years or more service shall be counseled as soon as it is known they are unfit to drive a bus. A maximum effort shall be made by the Division of Human Resources to assign them to some other available position in the school system at the same rate of salary or the maximum of the available position's salary, whichever is higher.
 - ii. Bus chauffeurs with five (5) but less than ten (10) years of service shall be similarly counseled by the Division of Human Resources and an attempt shall be made to assign them to some other position which they can handle.

If such position has a lower hourly rate of pay than the chauffeur's existing rate, he/she shall retain his/her former hourly rate as a red-circled rate until such time as the rate for the new classification reaches the red-circled rate after which the employee shall be entitled to such increases as are applicable to the classification to which he/she has moved.

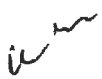
Where such chauffeur is a 12-month employee, an effort shall be made to assign him/her to another 12-month position.

- iii. Bus chauffeurs with less than five (5) years of service shall also be counseled by the Division of Human Resources and attempts made to place the person in another position which he/she can handle, if such is available, if no other position is available, he/she shall be allowed to take whatever sick leave he/she is due and be granted an unpaid leave of absence. He/she shall retain all seniority rights accrued to the date of his/her separation and may periodically be re-examined to determine his/her fitness for restoration.
- b.
 - i. Employees, other than bus chauffeurs, with 15 or more years of service shall be counseled when they become, by reason of physical handicap, unable to perform at their then current job classification. A maximum effort shall be made by the Division of Human Resources to assign them to some other available position in the school system at the same rate of salary or the maximum of the available position's salary, whichever is higher.
 - ii. Employees other than bus chauffeurs with 10 but less than 15 years of service shall be similarly counseled by the Division of Human Resources and an attempt shall be made to assign them to some other position which they can handle that offers a salary as close as possible to the salary they have attained at the time of their disability.
 - iii. Employees other than bus chauffeurs with less than 10 years of service shall also be counseled by the Division of Human Resources and attempts made to place the person in another position which he/she can handle, if such is available, If no other position is available, he/she shall be allowed to take whatever sick leave he/she is due and be granted an unpaid leave of absence. He/she shall retain all seniority rights accrued to the date of his/her separation and may periodically be re-examined to determine his/her fitness for restoration.
- c. To aid in the counseling process, the Union shall promptly be provided with a list of current vacancies in entry level classifications for which the employee may be qualified.

Section 13. The CEO and SRC agrees that if during the term of this Agreement any changes are granted to other bargaining units of School District employees with reference to voluntary insurance programs, sick leave allowance, insurance at retirement, termination pay, additional vacation, or increased mileage allowance, such changes will be made effective at the same time for members of the bargaining unit represented by Local 32BJ District 1201.

Section 14.

a. **LEGAL SERVICES FUND**

 The Board shall pay into the SEIU Local 32BJ District 1201 Legal Services Fund the sum of \$152.00 per member annually. In the event the Fund's reserves drop

below two (2) months of average spend the Parties will meet and discuss changes in contributions to maintain the two (2) months' reserve.

In the event an employee ceases to be employed by the Board, the obligation of the Board shall be prorated for the period of employment.

- b. The aforementioned contributions shall be made for regular part-time Bus Chauffeurs who are scheduled to work four (4) hours per day, five (5) days per week or the equivalent.
- c. The Trust Fund shall have its place of business in Philadelphia, Pennsylvania and it shall be operated by a Board of five (5) Trustees, three (3) of whom shall be appointed by the Union and two (2) of whom shall be designated by the CEO and/or SRC.
- d. PURPOSE OF TRUST FUND

The purposes of the Trust Fund shall be to make payments from principal or income or both for the providing of legal services to employees, their families and dependents in a manner specified by the Trustees of the Fund, provided same are within the scope of applicable law.

Subject to the stated purpose of the Trust Fund and applicable law, the Trustees have full authority to establish rules and regulations with eligibility, priorities among classes of investment of Trust funds, and all other related matters including reasonable and necessary administrative costs.

- e. PAYMENT TO TRUST FUND

The payments to the Trust Fund shall be made by the Board to the Fund at the conclusion of each bi-weekly pay period in accordance with the schedule set forth above

- f. TITLE TO MONEYS PAID TO TRUST FUND

Title to all the monies paid into and or due and owing said Trust Fund shall be vested in and remain exclusively in the Trustees of the Trust Fund. No benefits or monies payable from this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignments, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. The monies to be paid into said Trust Fund shall not constitute or be deemed wages due to the individual employee nor shall said monies in any manner be liable for or subject to the debts, contracts, liabilities or torts of any beneficiary of such Trust Fund.

g. LEAVE OF ABSENCE FOR EMPLOYEES TO WORK FOR LEGAL SERVICES PLAN

In accordance with the provisions of Article VIII, Section 4 of this Agreement, employees who are elected and/or appointed to full-time positions with the "SEIU Local 32BJ District 1201 Legal Services Fund" shall be granted leaves of absences for the purposes of accepting those positions. No more than one (1) employee from the bargaining unit shall be granted such leaves of absence for any year.

Section 15. Children's Health Initiative

The Union and the School District have a shared concern about the health of Philadelphia's children and a shared commitment to work jointly and individually to advance the Children's Health Initiative.

Toward that end, the parties agree that: The Union's Health and Welfare Fund and the School District's Student Health Service will jointly sponsor an annual health fair aimed primarily at the preschool and school-age children of members of the bargaining unit.

The Health and Welfare Fund shall provide, before the first day of school, an annual physical examination for each dependent of bargaining unit members who is enrolled in any preschool or school-age program conducted by the Philadelphia School District. The Health and Welfare Fund shall employ a case manager for each two hundred fifty (250) children to ensure that each child received any follow-up service or treatment appropriate for any health-related problems identified by the physical examination.

Section 16. Effective August 1, 2016, the District shall make contributions of \$14.13 per month to the Building Service 32BJ Thomas Shortman Training, Scholarship and Safety Fund to cover all regular full-time and part-time employees in classifications for which the District made contributions to the Legal Fund during Fiscal Year 2009, payable when and how the Trustees determine.

Section 17. Provisions Applicable to Building Service 32BJ Health and Training Funds.

- a. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided for in the Funds' Trust Agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.
- b. By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust, as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and collection of contributions. The Trustees of the Funds shall make

such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law.

- c. Newly hired employees shall have a waiting period of six months before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of newly hired employees over the six month period, except for Fleet Mechanics, for whom contributions shall be made and coverage provided from date of hire.

ARTICLE XVII VACATIONS

Section 1. Each full-time and part-time twelve (12) month employee in the bargaining unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken:

<u>Length Of Uninterrupted Service to July 1</u>	<u>Vacation Time</u>
If appointed between January 1 and April 30	1 week
6 months to 4 years	2 weeks
4 years to 8 years	3 weeks
8 years to 15 years	4 weeks
Over 15 years	4 weeks & 2 days

- a. Continuous uninterrupted service shall be calculated from the first day of an employee's current employment.

Section 2. The above vacation privilege shall be subject to all School District regulations concerning vacations. All requests for specific vacation time shall be made to the respective departments no later than May 1 for the vacation year to begin July 1 of that year, and the School District shall respond to the request no later than June 1.

Vacation choices of employees shall be granted on the basis of departmental seniority. The present practice for request and award of vacation time in each department shall continue except as modified in consultation with the Union.

No employee of the Warehouse shall request that any part of his vacation shall be scheduled during the inventory period which shall be the last full week in June.

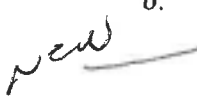
The scheduled Warehouse inventory period shall not be changed on less than sixty (60) days' notice to the Union of such change.

No Building Construction Inspector shall request that any part of his/her vacation shall be scheduled during the last week in August or the first week in September.

The vacation schedules for bus chauffeurs shall provide that up to 310 weeks of vacation time be allotted to the period during July and August. The CEO and/or SRC, at their sole discretion, may allot additional weeks of vacation time during July and August provided that all of the bus requirements during July and August can be met utilizing the bus chauffeurs available during July and August. Bus chauffeurs available shall mean those bus chauffeurs classified as follows:

Bus Chauffeur - 12 months
Bus Chauffeur - Handicapped Children
Bus Chauffeur - Special Status

Section 3.

- a. No engineering or custodial employees in a facility will be granted vacation during the last two (2) weeks prior to school opening and the first two (2) weeks of school opening.
-  b. During the school year, no more than seven (7) licensed employees in any Network may be granted vacation at any one time, and no more than ten percent (10%) of the non-licensed staff of a school.
- c. No engineering or custodial employee shall be granted more than three (3) weeks of vacation during the school year. Vacation consideration shall be granted the building engineer of a building first before any of the staff is considered.
- d. Any concerns or disputes regarding vacation requests shall be referred to the Executive Director of Facilities Management who shall meet with the President of the Union or his designee.

**ARTICLE XVIII
SENIORITY**

Section 1. School District Seniority is defined as uninterrupted, continuous service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she:

- a. resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District,
- b. is laid off for more than twelve (12) consecutive calendar months,
- c. under Board Regulations currently in effect, is no longer a School District employee.

Section 2.

- a. Departmental seniority is defined as uninterrupted, continuous service by an appointed employee in the collective bargaining unit covered by this Agreement in a department of the School District. An appointed employee shall lose all accumulated departmental seniority if he loses School District seniority as set forth in Section 1 above. He/she shall also lose all accumulated departmental seniority if he/she transfers as an appointed employee to a position in another department covered by this Agreement and remains in that position for more than one year. If the employee returns to the former department within the one year period specified above he/she shall retain his/her seniority accumulated in the department to which he/she returns.
- b.
 - i. The parties agree that newly hired bus chauffeurs shall serve a probationary period of one hundred eighty (180) calendar days from the first day hired. During this probationary period, an employee may be transferred or terminated without cause at the discretion of the CEO and/or SRC without recourse to the grievance procedure. The probationary period shall not include July and August for 10-month employees.
 - ii. Newly hired employees, other than Bus Chauffeurs, shall serve a probationary period of one hundred eighty (180) calendar days from their first date of hire. During this probationary period, an employee may be transferred or terminated without cause at the discretion of the CEO and or SRC, without recourse to the grievance procedure. Days worked as a per diem substitute shall be counted toward satisfying an employee's probationary period.
 - iii. Effective October 10, 1995, newly hired Employees will be eligible for medical insurance, personal illness days and personal leave days only after the successful completion of their 180 day probationary period.

Probationary Employees will accrue vacation days from the first day of employment but will not be permitted to use such days during the probationary period. Probationary Employees will be subject to drug/alcohol testing during the period of their probation.

Section 3.

- a. When an employee accepts an appointment to a permanent position not covered by this Agreement, his/her seniority as defined in Article XVIII shall cease to accumulate. Should such an employee return to a position in the bargaining unit within one year of the date on which he/she left his/her position in the bargaining unit, his/her departmental seniority shall be the sum of his/her departmental seniority prior to his/her appointment to a position outside of the bargaining unit and his/her departmental seniority from his/her date of return to a position in the bargaining unit.

An employee who accepts an acting or temporary assignment to a position outside of the bargaining unit shall continue to accumulate seniority for a period of one year from the date of such assignment. During such one year period the Union shall have the right to represent such employee with respect to his/her rights under this Agreement. If such assignment continues beyond the one year period, it shall no longer be considered acting or temporary and the seniority accumulated in accordance with the first sentence of this paragraph shall be lost.

In no event shall an employee who accepts an acting, temporary or permanent position outside the bargaining unit retain any seniority rights in the bargaining unit for a period beyond one year's duration.

- b. An employee who is subject to layoff and cannot be assigned to a position as provided in Section 6 of Article XVIII may be assigned temporarily to any other position in a department in the bargaining unit in which he/she has previously served for which he/she is qualified. Such an employee shall not accumulate departmental seniority in that department unless he/she is appointed or transferred to a vacant position in such department.

The recall of such an employee shall be made in accordance with Section 8 of Article XVIII.

Section 4. The Board will adopt regulations under the authority of the Home Rule Charter for appointment of employees in the classifications in the collective bargaining unit covered by this Agreement and for promotions to positions and classifications in such unit, which will provide for the duration of this Agreement, as follows:

- a. Appropriate examinations shall be given for appointment and promotion in said classifications.

- b. Consideration will also be given to the candidate's record of performance and seniority in the School District, so that the following effect shall be given to seniority and performance rating:

- i. In the event an employee of the School District shall attain a final average equal to or more than the minimum passing grade, then there shall be added to such score a maximum of ten (10) points for seniority, prorated at .33 of a point for each full year of School District seniority such an employee has accumulated to the date of the examination, and a maximum of five (5) points for the last departmental performance rating given to said employee at least thirty (30) days prior to the time that the examination was announced, determined as follows:

Rating	Points Added to Passing Grade for Performance
Satisfactory	0
Superior	3
Outstanding	5

- ii. The total score of the employee, i.e., the examination grade, the points for seniority and the points for performance rating, shall govern the position of such employee on the eligibility list established under said examination for appointment or promotion to the classification Involved

Section 5.

- a. Mechanics who achieve B Mechanic status after two thousand (2,000) hours and or to being advanced to A Mechanic status, shall be required to take and pass a practical examination covering the practices and procedures of the trade. The Union shall be given the opportunity to provide input to the design of the examination. The examination shall be given within (30) days. Upon successful completion of the examination, the mechanic will be advanced status retroactive to the date such Mechanic completed the 2,000 hours.

A "B Mechanic" who fails such an examination shall be retained in B Mechanic status and shall receive remedial assistance to address the deficiencies in his/her performance and shall be given the practical examination within thirty (30) days of when the deficiency is corrected, but no later than the time at which he/she completes an additional two thousand (2,000) hours of work.

- b. Stock Clerks I shall be advanced to the classification of Stock Clerks II if they have satisfactorily performed the work of Stock Clerks II for a total of 2000 hours.

Section 6. After the consolidation of the maintenance crafts, the seniority lists from the crafts existing prior to consolidation shall be merged in accordance within the new groupings in accordance with departmental seniority.

Section 7.

- a. The parties recognizing that this bargaining unit has already sustained deep and substantial reductions, agree that no layoffs other than those layoffs already made or notified shall be necessary during the life of this Agreement. However, this provision shall not apply to layoffs resulting from:
- i. Declines in pupil enrollment;
 - ii. The closing of a facility;
 - iii. The cancellation of a program;
 - iv. The School District's exercise of its managerial discretion to cease performing an activity or operations;
 - v. Technological changes

change

In the event of a departmental or work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the classification involved at the work location.

- b. Section 7.a above shall be suspended for the term of this Collective Bargaining Agreement up to and including August 31, 2020. Except as provided for below, there shall be no layoff of any bargaining unit member for any reason during the term of this Collective Bargaining Agreement up to and including August 31, 2020.
- i. The School District may lay off employees due to the closure/conversion of schools to a non-School District managed entity. Layoffs will occur via departmental seniority, and employees may exercise their bumping rights pursuant to the Collective Bargaining Agreement. In determining the number of layoffs resulting from a school closure, the School District will first determine the number of positions vacated through natural attrition that will be filled. Employees who are laid off shall be permitted to exercise bumping rights to fill such vacancies. Employees whose positions are eliminated due to a school closure, or those who are bumped via seniority, will be given an opportunity to fill vacant positions before being laid off, should the number of vacancies equal or exceed the number of layoffs resulting from school closings. The 12-month notice proviso set forth in Article IX, Section 24 of the Agreement shall not be applicable to these layoffs tied to building closure.
 - iii. In the event of a reduction in force as provided for in paragraphs i above, the employee shall be laid off in inverse order of seniority of employees in the classification involved at the work location.

New

- c. At least seven (7) calendar days before being laid off, an appointed employee shall be informed of all vacancies in any other work location in his/her classification in the department in which he/she holds an appointment, for the purpose of giving him/her an opportunity, to be exercised within said seven (7) calendar days, to fill such vacancy. If he/she requests appointment to such vacancy, he/she shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he/she shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid off employees with the highest seniority shall first be assigned to the vacancies involved.
- d. In the event that there is no such vacancy, then the laid off employee shall, within said seven (7) calendar day period, be entitled to displace the appointed employee with the least departmental seniority in the same classification in any other work location in the department, or at his/her option, he/she may displace the appointed employee with the least departmental seniority in a lesser classification in the same department provided the displaced employee has less seniority than he/she and provided he/she is capable of performing the work with the same efficiency as the appointed employee whom he/she seeks to replace. The displacing employee shall be paid the rate of pay of the position which he/she takes as above. No employee shall have the right to displace any other employee in any other department, irrespective of seniority.
- e. The department shall furnish to each such laid off employee before the said seven (7) calendar day period, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he/she shall be in a position promptly to exercise his/her rights under subparagraph c above.
- f. Each appointed employee who is displaced shall similarly have seven (7) calendar days from the date of notice of his/her displacement to exercise his/her seniority rights, as set forth in subparagraphs c and d above.
- g. In the event that a laid off or displaced appointed employee shall so desire, he/she shall be entitled to displace the long term substitute last employed to work in the classification from which the appointed employee was laid off, or such long term substitute employed to work in a lower rated classification in the same department which work the displacing employee is capable of performing with the efficiency referred to in subparagraph d above.

Section 8. Displacing appointed employees who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasions which resulted in their displacing other appointed or long term substitute employees shall be entitled to be assigned, in the order of their departmental seniority, to the first vacancies available in their former classifications.

- a. In the event that within one (1) year from the date of his/her layoff a vacancy occurs in the classification of his/her last appointment in the department from which he/she was laid off, or in a lesser classification in the same line of work in the department, a laid off employee shall be entitled to recall thereto in the order of his/her departmental seniority.

Section 9. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the Director of the Department involved, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within five (5) days from the date he/she received the recall notice or within such periods of time as is set forth in a written extension of time signed by the Director of the Department or his/her designee. In the event he/she shall fail to so report to work, he/she shall forfeit all of his/her seniority and all rights to recall.

Section 10. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his/her accumulated seniority to the date of layoff.

Section 11. An employee who is discharged or laid off shall have seven (7) calendar days within which to file a written grievance under Article IV hereof. In the event that no written grievance is filed within said time, the layoff or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.

Section 12. Work location seniority for School Aides I shall be based on service in the sending school.

Section 13. In the case of a reduction in force in the maintenance department which results in the displacement of an A or B mechanic, that mechanic may displace a trades trainee with less seniority in one of the other trades within the same cluster of trades as his/her original craft, i.e. Maintenance Trades, Electrical and Mechanical Trades or Facilities Maintenance-Building Trades. Such a former mechanic shall be considered to be at the beginning of the Trades Trainee program on the craft to which he/she has moved.

Section 14. A separate seniority list shall be established for Driver Training Instructors.

Section 15. If, in a school in which cleaning and engineering operations have been privatized, the school is returned to school district operation, Employees who were displaced from that school shall have the right to return to the position in that school which they held at the time they were displaced, if such a position still exists, by seniority order.

**ARTICLE XIX
DEPARTMENTAL TRAINING PROGRAMS**

Section 1. Training programs shall be developed within the Department of Facilities Services to meet anticipated needs for qualified personnel beyond entrance levels. The Board will establish regulations governing such activities, and the regulations will be based on the following principles:

- a. The time in course or trade for training will generally follow accepted standards, but in no case will be less than the minimum time required to qualify for such occupational licensing as may be required for the position.
- b. The department shall maintain a current listing of approved educational opportunities available after regular working hours to the trainee; reserving the right to continuously gauge the trainee's educational progress.
- c. The department shall provide such unique and specialized training, not normally included in the occupational education curricula, where such is deemed pertinent and necessary by the department.
- d. The department shall measure the progress of the trainee in areas of performance and competence on a regular basis.
- e. Certificates and credentials awarded the employee shall be made a matter of permanent record.
- f. Upon successful completion of the training course, the trainee will be eligible to compete in a competitive examination for the journeyman trades position.
- g. A Joint Training Programs Committee shall consult with the Director of Facilities Services and his/her staff on a regular basis, and shall aid in the establishment and maintenance of the programs described above. The committee shall consist of three (3) authorized Union members and three (3) members selected by the CEO and or SRC.

The training committee established pursuant to Article XIX, Section 1(g) shall be charged with training, testing and testing procedures necessary as a result of the consolidation of maintenance crafts, and the reclassification of Building Engineers. This committee shall also be charged with exploring training needs concerning Design and Construction.

- h. i. If at any time, a trainee fails to maintain satisfactory progress, either in on-the-job training or the instructional phase of the program, or shall fail to successfully pass the examination for the journeyman job within 90 days of the completion of all phases of the departmental program, or 270 days for Fireman Trainees and Trade Trainees, he/she shall be returned to his/her former classification within the School District. If, however,

he/she had entered as a trainee from outside the school system, then in such case his/her employment shall terminate.

- ii. However, such an employee who is not terminated for cause shall be eligible for appointment to a position of a lower grade covered by the bargaining unit after the appointment of all eligibles on the interdepartmental eligibility list referred to in Article XX, Section 1(b) of this Agreement and before the appointment of eligibles on the open competitive list referred to in said section.

Section 2. The Trades Trainee Program shall continue to operate at a frequency determined by the Director of Facilities Services as appropriate to predicted needs, in accordance with the current practice as outlined below:

- a. An appointed Trades Trainee will participate in a program of classroom instruction and on-the-job training, of a length appropriate to his prospective trade and of relevant content.
- b. At the conclusion of the Trades Trainee phase, an examination will be given. A passing grade will make the trainee eligible for appointment to Class B Mechanic; a failing grade will constitute unsatisfactory progress in the program, and in such case, Section 1(h) will apply.
- c. In lieu of normal progress through the Trades Training Program, any presently employed Junior Mechanic may elect to take the final examination when it is given at the conclusion of the first cycle of the program, for the trade of his/her choice and, if he achieves a passing grade, shall be appointed a "B" Mechanic in that trade. Current craft licensing requirements shall prevail.

Section 3. When an examination is given for the classification of B Mechanic in a maintenance trade that is open to candidates other than school district employees, a trades trainee in that craft who is within six months of the completion of his/her trades trainee program on the last date on which applications are accepted shall be considered to meet the experience qualifications for admission to the examination.

Section 4. Training programs shall be developed within the Warehouse Department to meet anticipated needs for qualified personnel beyond the entrance level in the printing crafts. The CEO and or SRC shall establish regulations governing such activities in conformance with Section 1 of this Article, except that the Joint Training Program Committee shall consult on a regular basis with the Director of Warehouse and his/her staff.

- a. Such Printing Training Programs shall continue to operate at a frequency determined by the needs of the Printing Shop as determined by the Director of the Warehouse.
- b. All employees shall be hired and promoted to vacancies based on competitive examination.

- c. Training programs offered to employees will include classroom instruction and on-the-job training.
- d. To participate in such training programs, employees must have successfully completed six (6) months of service in the job they currently hold.
- e. Upon the successful completion of the training program, employees will be eligible to take a competitive examination for the next higher job.
- f. Employees will be appointed to vacancies which occur in accordance with Article XX and established School District policy.
- g. Failure either to complete successfully the training program or pass the examination for the higher job shall not affect the employee's current status.

Section 5. Where administratively possible School Aides III assigned to special class centers are to receive proper training appropriate to the type of handicap and physical needs of the children in the center.

Section 6.

- a. The Union and the Administration agree to the establishment of a plan for the classification and training of employees in the landscaping and Athletic Fields Department. The minutes of the Industrial Relations meetings dated August 6 and November 7, 1979 shall remain in effect as a part of this Agreement.
- b. Student Trainee Program: The School District and the Union will establish a joint committee which will be comprised of six (6) members, (three (3) representatives of the District and three (3) representatives from the Union). This committee will be responsible for the development and establishment of a student-apprenticeship program, provided that the School District has funds available for this program.

Trades Trainee Program: The School District and the Union will establish a joint committee which will be comprised of six (6) members, (three (3) representatives of the District and three (3) representatives from the Union). This committee will be responsible for the development and establishment of a Trades Trainee Program. Such a program should be implemented no later than by the end of the third year of this Agreement, provided that the School District has funds available for this program.
- c. The School District shall continue to assign trainees and mechanics to field and landscaping duties as needed based on manpower and resources available. Consideration will be given to geographical assignment of staff where possible within the requirements of the department.

Section 7. There shall be established a Training Committee, the purpose of which is to set up training programs for members of the bargaining unit.

This Committee shall be made up of three members of the bargaining unit and members of management from each of the following departments; Engineering, Housekeeping, Maintenance, Transportation, Schools Aide, Bus Attendants, Asbestos Department and Warehouse/Print Shop. The Committee shall be chaired by the CEO or his/her designee. The CEO may appoint other members of the Committee as he/she deems appropriate.

The Committee shall make its full recommendation to the CEO and or SRC as to the method of training and classifications and persons to be trained and his/her decision shall be final. In the event that the CEO and or SRC determine not to implement the training program as recommend, he/she shall call the Committee into session so that his/her questions and concerns can be amicably resolved.

The Committee shall hold its first meeting within one month of ratification of this contract. The Committee shall meet at least monthly upon the call of the Chairperson.

Section 8. The Union and the School District shall meet to establish a training program for drivers of multiple-handicapped routes. MH drivers shall be required to attend up to a maximum of three (3) staff development days per school year between September 1 and June 30, without additional pay, on days when his/her route is not in operation. Programs will be jointly planned by the School District and Local 32BJ District 1201.

Section 9. The School District and Local 32BJ District 1201 shall engage in a collaborative effort to develop an employment recruitment and training program directed to students of the Philadelphia public high schools. It is agreed that

- a. The initial craft training program shall consist of the plumbing, mechanical, and electrical crafts Fifty percent (50%) of the available openings shall be reserved for graduates of the Philadelphia Schools for craft training. For the purposes of this Article, the receipt of a G.E.D. diploma shall be considered as graduation from a Philadelphia public high school.
- b. The above ratio of reserved openings shall be maintained for each new craft added to the program, if any.

Section 10. The parties agree to establish a joint committee to develop a training program for all School Aides I, II and III and Bus Attendants.

Section 11. All Transportation Instructors shall receive the same training.

Section 12. The School District shall provide professional development for Maintenance Mechanics in order to update their skills and qualify them to perform all tasks associated with their classification.

Section 13. Training

- a. Training and testing pursuant to this agreement shall be ongoing. Testing shall be a combination of written and practical to be agreed upon by the parties.
- b. Remedial training shall be provided to Building Engineers who have not qualified for certification following training. Remedial training shall be provided no later than July 1 and concluded by August 31 prior to the next scheduled bid.

Section 14. The School District agrees that asbestos workers will receive training and asbestos workers who previously received training will be retrained on current procedures for lead removal.

ARTICLE XX
TRANSFERS AND ASSIGNMENTS OF FACILITIES/MAINTENANCE EMPLOYEES

Section 1. It is acknowledged that the CEO and or SRC have the sole and exclusive prerogative to assign and transfer all employees in the collective bargaining unit and hereby retains this prerogative without any reservations. However, unless, in his/her sole discretion, the CEO and or SRC shall deem it necessary to exercise such prerogative in any instance he/she will continue, except as herein modified, his/her prior practice with reference to Facilities Department employees as follows:

a. Any employees demoted for cause or suspended shall not be able to bid for promotion for a period of one year following such disciplinary action.

Sect 2 → b. Vacancies for all job classifications in the bargaining unit shall be filled by competitive examination. From such examination, lists of successful candidates shall be established as follows:

- i. Departmental - listing all of the successful candidates, in rank order, currently employed in the department where the vacancy(ies) exist.
- ii. Interdepartmental - listing all the successful candidates, in rank order, who are currently employed in other departments of the School District.
- iii. Open Competitive - listing all of the successful competitors, in rank order, who are not currently employed by the School District.
- iv. Listing of the successful candidates, in rank order, who are graduates of the Philadelphia public high schools as defined in Article XIX, Section 9.

Appointments to vacancies shall be from the eligibility lists identified above as Lists, i, ii, iii and iv, in the following order.

First, in rank order from the departmental list of successful candidates who passed the examination and are currently employed in the department where such vacancy(ies) exist. Should the departmental list be exhausted and vacancies still exist, then

Second, in rank order from the interdepartmental list of successful candidates who are currently employed in other departments of the School District. Should this list be exhausted and vacancies still exist, then

Third, in rank order from the open competitive list of successful candidates who are not currently employed by the School District.

Group D shall have reserved to it up to fifty percent (50%) of the openings in each Fireman Trainee class and Craft Training program referred to in Article XIX, Section 9, in rank order.

In the event that the current work force in any job classification consists of fewer than 25% of employees of the race in the minority in such job classification, the CEO and or SRC may make priority appointments to vacancies from any of the above lists to achieve racial balance.

Section ③ c.

- i. All employees of the Facilities/Maintenance Department whose current performance rating is satisfactory or better shall be entitled to bid for transfer to a vacant position in the same classification and department in any other work location.
- ii. If an employee cannot attend a scheduled bid procedure due to long-term illness, he/she shall be notified by the School District of the date of the bid procedure and shall be provided by him/her with the appropriate vacancy list and the job request form. These materials will be provided to the employee by attaching them to the next paycheck following the receipt of the material in the school.
- iii. An operations employee who has been suspended since the last bidding due to the use of physical violence or absenteeism, or who has been suspended as a result of a hearing for job abandonment, shall not be entitled to bid. In the case of an employee on extended illness at the time of the bid, a review and determination of his/her eligibility to bid shall be conducted by the Administrator of Facilities Management and Services or his/her designee and a representative of the Union.
- d. The School District shall maintain seniority lists appropriate for bidding under this Article and shall provide no later than fifteen (15) calendar days prior to each bid date or closing date, sufficient copies for posting on employees' bulletin boards.

④

Section 2.

- a. Licensed Classifications
 - i. Bidding for licensed classifications shall take place every two years in December with the next scheduled bid on or before December 30, 2018 and new assignments to be completed by February 28th.
 - ii. Vacant positions in licensed classifications (Groups I, II, III and IV) shall be awarded to the employee who has the highest seniority computed from the date of his/her latest appointment to his/her present grade and who has occupied the position in his/her present work location for at least one (1) year prior to the last day for the submission of bids. If an employee arrives late for the bid, he/she will be placed at the bottom of the seniority list for his/her current classification, and can bid after all others in that classification. However, he/she may bid only for the jobs that were available at the time he/she was scheduled to bid. He/she cannot bid for a position that came up after his/her scheduled bid time.

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b. Building Engineers who have not received training, testing and certification, shall move according to bidding procedures under the Local 1201 Agreement expiring August 31, 1999 for all bids on or after September 1, 2000.

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c. For individuals in groups that have received training, testing and certification, the procedure for bidding for promotion shall be as follows:

i. Vacant positions shall be filled first by Building Engineers from a higher group who wish to demote to a tower group in accordance with current procedures.

ii. Remaining vacant positions shall be filled within the group by those Building Engineers who bid, in seniority order.

iii. Any vacancies remaining after following the procedure outlined above shall be filled by those Building Engineers from the immediately lower group who have been trained, tested and certified for the higher group, in seniority order.

Sec 7

d. Building Engineers shall be considered as "grandfathered" in the group in which they are serving until training is offered for that group.

Sec 8

e. The main building engineer, at each Group I, II or III building or complex, who is eligible to bid pursuant to Section 2a(i) and elects not to, will each receive two thousand dollars (\$2,000.00) in a lump sum payable in the first pay period of June in any year applicable. The main building engineer, at each Group IV building or complex, who is eligible to bid pursuant to Section 2(a) and elects not to and who is rated satisfactorily by the principal, will each receive two thousand dollars (\$2,000.00) in a lump sum payable in the first pay period of June in any applicable year. In the event a Group IV building engineer is denied the two thousand dollars (\$2,000.00), he or she will have the right to appeal the decision to a joint committee comprised of at least one (1) District representative and one (1) Union representative. In the event the Group IV building engineer is not satisfied with the decision of the joint committee, the Group IV building engineer may submit the matter to arbitration, in accordance with Article IV of this Agreement.

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Sec 9

f. A building engineer who is the only building engineer assigned to work in a building with a pool shall receive an additional fifty cents (\$0.50) per hour.

10

g. Lists of vacancies in licensed positions shall be posted on employee bulletin boards for a period of as close to thirty (30) days as possible and in no case less than twenty (20) days prior to the date of bidding.

This list shall indicate the classification and number of vacancies, the work location of occurrence, the shift, days of work, and other pertinent information.

- Sec 11
- h. Licensed employees acting in supervisory positions may, during the first year of such status, bid for positions in the bargaining unit only in the same grade they last held in the unit and, if they return to the unit within one (1) year shall suffer no loss of seniority.
- Sec 12
- i. When a building engineer, as a result of a promotion or transfer, assumes responsibility for a new building, the building engineer presently assigned to that building shall remain one full day to orient his/her successor, if the successor has not had previous experience with the type of plant in the new buildings. If he/she has such experience, the period of orientation shall be limited to one-half (1/2) day.
- 13
- j. At the regular bidding procedure immediately prior to the projected opening of a new building, the complement of licensed personnel required shall be listed and established thereby. They shall be assigned to their new positions prior to the building opening.

Section 3. Maintenance

In the event that the School District reorganizes the Maintenance Department to an area or regional configuration, then a bid for vacancies will be held. A bid for maintenance vacancies shall be held in May of each year. Any employee's move resulting from the bid shall take place not later than the second pay period in June. Lists of vacancies in each craft shall be posted on employees bulletin boards for a period as close to thirty (30) days as possible and in no case less than twenty (20) days prior to the announced closing dates for the bid. The list shall indicate the craft and location (i.e. central or region). The mechanics in each respective craft will be permitted to bid for such vacancies, or any position created as a result of bid into such vacancy. Bidding will be in the order of craft seniority within each trade and will follow the general procedures for bidding used by the Operations Department.

Section 4. Non-Licensed Classifications

- a. i. Custodial Assistants shall bid for transfers to vacancies every two (2) years with the next scheduled bid on or before December 30, 2018 and every (2) years thereafter. Custodial Assistants shall bid for transfers to vacancies during the month of June with new assignments to be completed by August 1st. Following said bid, cleaners, and elevator operators shall be notified by posting in each work location of the remaining custodial assistant vacancies and shall be permitted to submit in writing a statement of interest. A sufficient number of those who show such interest shall be invited to a bid for vacancies.

Every three (3) months, then-current Custodial Assistant vacancies shall be posted and filled as follows:

Eligibility shall be established: (1) in accordance with section 1(c) (i) of Article XX; and, (2) upon the successful completion of the custodial assistant training program as provided by Facilities Management and Services. Said training program shall include practical testing developed

by the Division of Personnel Testing with the input of Facilities Management and Local 32BJ District 1201. During the training program, the candidate shall be paid on the basis of his/her current rate. Upon successful completion of the training and testing, the candidate shall be appointed as a custodial assistant retroactive to the first day of the training program and the appropriate salary adjustment made.

The Union shall be given a list of all vacancies in cleaning every 3 months after the staff moves to their new building.

- ii. General Cleaners shall bid for transfers to vacancies every two (2) years with the next scheduled bid in September 2016 and every two (2) years thereafter. General Cleaners shall bid for transfers to vacancies during the month of September with new assignments to be completed by November 1st.

There shall be a single General Cleaner seniority list including Night General Cleaners based upon departmental seniority. Bids for vacancies shall be based upon seniority placement on that list. However, no employees may bid for promotion if he/she has been demoted for cause, suspended during the previous year or is in any step of corrective action for attendance.

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- iii. Lists of vacancies in the appropriate positions shall be posted on employee bulletin boards for a period of as close to thirty (30) days as possible and in no case less than twenty (20) days prior to the announced dosing dates for each bid referred to above. This list shall indicate the classification and number of vacancies, the work location of occurrence, the shift, days of work, and other pertinent information. Such period of twenty (20) calendar days from the date of posting shall be allowed for submission of bids.
- iv. Except as otherwise provided hereinabove, vacant positions in non-licensed classifications shall be awarded to the employee entitled to bid, who has the highest departmental seniority and who has occupied his/her present position for at least one (1) year prior to the last day for the submission of bids. If the CEO and/or SRC in their sole discretion, shall deem it for the best interest of the School District in any particular instance, the CEO and/or SRC may transfer to a vacancy an employee, if in grade, properly qualified, and with the highest seniority as set forth above, whether or not he/she has been in his/her present work location one (1) year.
- b. Ten-month employees in job classifications within the bargaining unit shall be given preference for summer employment in openings in job classifications within the bargaining unit for which they are qualified. The employee shall be paid for such work at the rate applicable to employees newly appointed to such

classification. The duration of such temporary summer employment shall be contingent upon the service needs of the employing department and upon satisfactory service. An employees dismissed from summer employment because of unsatisfactory service may be deemed to be unqualified for such summer service for a period of up to two (2) years.

- c. Part time Bus Chauffeurs, Bus Attendants and School Aides may be permitted to bid on work in the cleaning department for the months of July and August ("extra work"), at Step 1 of Pay Step 0133. The District shall have the discretion to determine on an annual basis, contingent upon the needs of the District, whether or not to offer the extra work and how many positions will be open for bid. Assignments shall be on a Facilities Department Regional basis. Regional positions shall be posted and bid on in accordance with system seniority. Each part time Bus Chauffeur, Bus Attendant and School Aide who bids into the extra work may have his or her work location within the Region change depending on the District's needs. Part time Bus Chauffeurs, Bus Attendants and School Aides who bid into the extra work will be treated as probationary employees while performing the extra work and may be terminated from the extra work without cause at the discretion of the CEO and/or SRC, without recourse to the grievance procedure. Part time Bus Chauffeurs, Bus Attendants and School Aides who have been reprimanded, suspended or received any other unsatisfactory documentation in his or her personnel file during the preceding twelve months shall not be eligible to bid on the extra work. Extra work performed by part time Bus Chauffeurs, Bus Attendants and School Aides during July and August shall not alter their part time status nor shall they will be entitled to any additional benefits including leave time.
- d.
 - i. The list of vacancies in the Cleaning Leader position shall be posted on employee bulletin boards for a period of 25 days prior to the announced closing date for the bid. The list shall indicate the classification and number of vacancies, work location of occurrence, shift, days of work and other pertinent information.
 - ii. A Cleaning Leader II may bid for promotion to the Cleaning Leader III position after completing one (1) year of satisfactory service in the Cleaning Leader II position.
 - iii. The Cleaning Leader's work performance will be rated once a year by his/her supervisor. Ratings will be based upon the following:
 - 1. Attendance
 - 2. Punctuality
 - 3. Work Performance

e. Voluntary Demotion:

- i. A cleaning leader who voluntarily demotes to a lower classification custodial assistant or general cleaner shall be placed at the bottom of the seniority list for that lower classification.
- ii. For one year, following the effective date of the bid, a cleaning leader who voluntarily demotes to a lower classification shall be prohibited from a lateral transfer, further voluntary demotion or a promotion.
- iii. If the cleaning leader had not previously been an employee of the School District, and fails to maintain satisfactory performance in that position, then in such cases his/her employment shall terminate.

Section 5. Any prospective or current employee of the Facilities/Maintenance Department or any other employee in any classification who has obtained a valid engineer's license, and has recorded it at the Facilities Based Supervisor's office and the office of the Facilities/Maintenance Department, must serve in the entry level Engineer position prior to any licensed positions of a higher grade. Nothing herein shall prevent the appointment of candidates from an eligibility list to the Building Engineer position (Group I).

Section 6. A licensed employee who is charged with an inability to operate and service a physical plant, or the inability to properly supervise his/her staff, shall first have a conference with the Director of Facilities Management and Services or his/her designee to discuss the charges and to counsel the employee with a view to resolving the problem. The employee shall be entitled to Union representation at such conference.

If charged again with such inability, the employee shall have a hearing before a Review Committee composed of two (2) licensed representatives designated by the Union, and two (2) licensed representatives designated by the Operations Department and one representative of the engineering department selected jointly from a list of three (3) names submitted by the Engineering Department. No representative on the Review Committee shall be from the area office of the employees involved. If the review involves the inability to operate and service the physical plant, at least one-session of the Review Committee hearing shall be held at the work location. If the Review Committee recommends that the employee be placed in a lower classification, he/she shall be placed at the top of the lower classification but shall not bid until successful completion of training courses for that level.

If the employee does not bid, his/her name remains, on the seniority list of the lower classification until such time as he/she exercises his/her bidding rights.

Section 7. In the event that a vacancy is not filled in the manner set forth in Article XX, Sections 1,2,3,4 of this Agreement, assignment thereto shall be as follows:

- a. For vacancies in non-licensed position from an appropriate eligibility list established by the Personnel Department.

- b. For vacancies in licensed positions by the employee who has bid for the position on the list posted in accordance with Section 1b of this Article and has the highest seniority in highest grade. Such seniority is to be computed from the latest date of assignment to his/her present grade.

In the event that the vacancy, as defined in Article III, Section 1(p) is not filled in the manner set forth herein, and an appropriate eligibility list is in existence, the vacancy shall be filled from such appropriate list established by the Personnel Department.

- c. When a position for either a General Cleaner or Custodial Assistant for the CEO's floor of the Administration Building is to be filled, a notice will be posted so that all interested General Cleaners and Custodial Assistants may apply.

Section 8. Geographical assignments or reassignments in the Facilities/Maintenance Department, resulting from either Facilities/Maintenance Department's needs or an employee's stated request for reassignment, shall be made at the discretion of the CEO and or SRC giving due consideration in the selection of personnel for such assignments to preference and seniority of qualified employees.

Section 9.

- a. Bidding shall be once per year in the first full week of June, with employees indicating their desire for a primary assignment as either a stock clerk assigned warehouse duties or a stock clerk assigned to furniture moving. Employees successfully bidding on stock clerk assigned to furniture moving will be utilized as stock clerks assigned to warehouse duties if no furniture move work exists and vice versa.
- b. There will be one Warehouse Department seniority list.
- c. If overtime is needed on a moving assignment, employees assigned to that assignment shall have first preference to it. Any requirements for overtime which are not met from the employees assigned to that job shall be offered to all warehouse employees in order of department seniority.

ARTICLE XXI
TRANSFERS AND ASSIGNMENTS OF TRANSPORTATION EMPLOYEES, SCHOOL
AIDES' AND BUS ATTENDANTS

Section 1. Qualifications

- a. A line of progression shall exist for all bus and truck chauffeur vacancies.

The entrance level to any chauffeur vacancy shall be by examination given by the Personnel Department and shall be at a part time level. Part time employment shall mean employment on 'a daily basis for less than eight (8) hours per day. On the basis of performance, legal qualifications and seniority all chauffeurs shall be permitted to advance from part time to full time classifications.

- b. All chauffeurs shall be required to take the physical and driving examinations required of bus chauffeurs.

A part-time chauffeur who does not meet the legal qualification to advance to a bus chauffeur position shall be eligible to compete on the basis of seniority and performance for a fulltime truck chauffeur position.

Prior to the time of a scheduled general bid, those truck chauffeurs who are not eligible to drive a school bus shall be identified.

When, during the course of the bidding process the number of unselected truck assignments is equal to the number of truck chauffeurs so identified, the bidding process shall be interrupted and those chauffeurs only shall bid, in seniority order, for the remaining truck assignments.

Section 2. Bid Classifications

For the purpose of bidding, bus and truck routes are divided into seven (7) categories:

- a. Regular full-time bus routes operating between September 1 and June 30
- b. Widener Memorial bus routes operating between September 1 and July 31
- c. Summer bus routes operating during Summer School sessions
- d. Regular truck routes operating on a twelve (12) month basis
- e. Multiple handicapped non-ambulatory routes operating between September 1 and June 30
- f. Part-time bus routes operating between September 1 and June 30
- g. Special Status

Section 3. Definitions

The following definitions shall apply to this Article:

- a. A hydraulic floor jack and a speed hand lug wrench shall be available at each transportation work location for this purpose. The duties of a chauffeur who has elected to bid for the assignment of service person shall not be subject to the limitations set forth above.
- b. "Opening" - a full-time or part-time route which is not filled by bid or is no longer filled by the chauffeur who successfully bids for the route because an employee on a bid route is granted a change in assignment in accordance with the provision of Section 6b of this article, dies, resigns, becomes permanently disabled, retires, is discharged for cause, or is for any reason unable or ineligible to fill a bid route.
- c. "Extra Chauffeur" - a part-time chauffeur who is not assigned to a bid route.
- d. "Driving Seniority" - a chauffeur's total lengths of service as a chauffeur of any classification.
- e. "Regular Full Time Bus Route" - the work schedule required of a bus chauffeur on a daily basis which includes driving a bus on a scheduled route as well as servicing and cleaning buses.
- f. "Widener Memorial Bus Route" - the work schedule required of a bus chauffeur on a daily basis which includes driving a bus serving the Widener Memorial School and other assignments, as well as servicing and cleaning buses. Chauffeurs shall carry out all of their required duties including operating a vehicle equipped with a hydraulic lift and physically carrying children when necessary.

The routes shall be in operation from September 1 to July 31. These drivers shall be paid on a twelve (12) month basis and shall not be required to work during the month of August and during Christmas and Easter weeks.

A Widener Memorial bus chauffeur shall be required to remain assigned to such route for one full school year without exercising an option to bid.

- g. "Multiple Handicapped Non-Ambulatory Route" (MH) - the work schedule required of a bus chauffeur on a daily basis and includes driving a bus on a scheduled route as well as servicing and cleaning buses. The chauffeur on this route shall carry out all of the duties required including operating a vehicle equipped with a hydraulic lift and physically carrying children when necessary. An MH bus chauffeur shall be required to remain assigned to such route for one full school year without exercising an option to bid.

Any chauffeur who successfully bids to an MH route accrues the following benefit in addition to the benefits due him/her as a result of his/her classification:

Between September 1 and the last day of school for pupils, he/she shall be required to work only on those days on which children require transportation services. He/she shall also be required to work on the days between the last day of school for pupils and June 30. If the chauffeur is required to work on days other than those specified above, all such time shall be paid for at the rate of time and one-half in addition to his/her regular days pay. These required work days are in addition to those specified in Article XIX, Section 9

The requirement that a driver remain in his or her assignment for one year will be waived for regular part-time MH chauffeurs only in case of promotion to a full time position or selection of a part-time multiple handicapped route which accumulates more hours than the driver's current route.

The level of MH Chauffeurs shall be maintained at sixty percent (60%) full-time and forty percent (40%) part time throughout the length of this agreement.

- h. "Regular Truck Route" - the work schedule required of a truck chauffeur which shall include driving a truck as well as servicing and cleaning the trucks to which he/she is assigned on a daily basis. Two (2) types of truck routes are designated: (1) Pony Express routes and (2) Delivery Truck routes.

Pony Express routes shall be posted as individual routes and Delivery Truck routes shall be posted as assignments to departments or work locations. The daily assignment to successful bidders on Delivery Truck routes shall be made by the supervisor of the appropriate department at the work location involved.

All School District owned trucks when used for bargaining unit work shall be driven by appropriately classified School District Employees in the bargaining unit.

The assignment for driving a token truck shall be posted as a twelve month position each September. The employees who is awarded this position shall not bid for the period through the following September. The twelve month token driver(s) shall be paid on a twelve month basis. Token drivers may apply for accrued vacation during Christmas and Easter weeks as well as during the months of July and August. Requests for time off shall be determined based upon seniority.

- i. "Summer Bus Route" - the work schedule required of a "Bus Chauffeur - 12 month" during the period that summer schools are in session, which shall include driving a bus on a regular summer school schedule, educational excursions, and any other trips required, as well as servicing and cleaning the buses to which he/she is assigned on a daily basis.
- j. "Regular Part Time Bus Chauffeur" - a driver assigned for less than eight (8) hours per day and assigned to a route which is scheduled for less than forty (40) hours of pay time per week during the normal school year beginning in September

and ending in June. The duties of such a chauffeur include driving a bus on a scheduled route as well as servicing and cleaning buses.

To establish the number and to identify the individuals so classified, a review of route assignments and payroll records shall be made as needed between September and June. Upon completion of the review, status as a regular part time bus chauffeur shall be retroactive to the first day of such assignment.

The latest review results shall be the data to be used in official business of the Union and School District. The Union shall provide one person to work with one person designated by the Administrator of Transportation Services to perform the review described above. The parties shall confer as necessary, and determine whether the existing method of determining the number of part time chauffeurs shall be revised.

Regular Part Time Bus Chauffeurs shall be entitled to paid leave which shall be calculated based upon their regularly assigned hours.

- k. "Special Status Chauffeur" - a full-time driver who is not assigned to a bid route. The duties of such a chauffeur include driving a bus on a scheduled route as well as servicing and cleaning buses.

Section 4. Bidding & Assignment Schedules

- a. A scheduled general bid for bus and truck routes shall be held one (1) time each calendar year prior to the first day of school in September.
- b. Openings on any regular bus or truck routes which occur after the scheduled September bid shall be posted during interim bids which shall be held at least twice during the school year in December and April, for those chauffeurs qualified to bid.
- c. In between the scheduled interim bids, any opening in a full-time position shall be filled until the next interim bid by the most senior, qualified, part-time driver who accepts the position.
- d. Summer bus route bidding shall be conducted only once for all ESY, regular summer school and Widener Memorial (OH) routes. Summer bus routes shall be posted for bid between the last day of the regular school session and the beginning of the summer school session.
- e. Widener Memorial Bus chauffeurs shall bid each summer for Widener Memorial Bus Routes which will operate during summer school sessions. If the number of Widener Memorial Bus Routes during the summer sessions are less than the number of bus chauffeur's classified as Widener Memorial Bus Chauffeurs, the bus chauffeurs who do not have summer session routes shall be classified as Extras and assigned first to Widener Memorial routes and thereafter to ESY or other routes.

- f. Special Status positions shall be subject to bid by the chauffeur in the same manner as a regular full time bus or truck route. When necessary, relief driving on Widener Memorial or Multiple Handicapped bus routes shall be the first order of priority in assignment. Special Status drivers and extra chauffeurs may be assigned as needed for relief or substitute service on Widener Memorial & Multiple Handicapped bus routes, as well as any bus or truck route in any Department.
- g. On the day that a Special Status or Extra Driver is assigned to a route, the driver shall be paid based upon his or her sign in time, on all subsequent days that the driver is assigned to that route, he or she shall be paid based upon the route time.
- h. Every year during the week of spring recess, Fleet Mechanics will bid for the bus operating location to which they will be assigned. Any vacant position subsequent to the scheduled bid shall be filled until the next scheduled bid by the most senior, qualified mechanic who accepts the position. In the event of the absence of a mechanic who has selected such an assignment, the Manager of Maintenance will assign mechanics on a daily basis.

Section 5. Bidding & Assignment Procedures

The bidding and route assignment procedures shall be as follows:

- a. Each route posted for bid shall show on the bid sheet the following information: route number, selection number, work locations, schools served, lunch period and report time.

Based on the information available at the time of the bidding, all routes that may terminate before the end of the assignment period for any reason shall be so indicated.

All other assignments, including but not limited to educational trips, swim trips, shop trips, late trips, and miscellaneous trip assignments, will be shown whenever possible. Recognizing that the trip assignments described in this paragraph are subject to changes based on daily school requirements during the school year, a driver may receive an assignment other than the specific trip assignment shown on the bid sheet. The provision of Article XXI, Section 6(c) shall apply when such changes are required.

- b. All bus and truck routes to be bid shall be posted at each bus and truck work location.
- c. Postings for the scheduled September bid shall be maintained for one calendar week for the purpose of permitting all chauffeurs qualified to bid to examine the bid routes. A chauffeur may submit his/her bid by presentation of his/her bid choice form in advance of the bid date, or he/she may, if he/she so desires, appear at the time and place of bidding and submit his/her bid in person.

- d. Postings for interim bids shall be maintained for three (3) working days at all work locations. Chauffeurs must submit their bid choice forms to the personnel administrator, Transportation Department, within six (6) days after the opening has been posted and will be awarded on a seniority basis. The assignment of all successful bidders shall be effective no later than fourteen (14) calendar days after the original openings have been posted. Full time positions created by the posted openings will be offered to all qualified part time chauffeurs for promotion on a seniority basis. Such promotions shall be effective no later than fourteen (14) days after the openings occur, and the promoted chauffeurs shall be eligible to bid at the next interim bid and shall be subject to assignment until that time.
- e. Whenever bidding is specified, it shall be accomplished in one (1) or more sessions at designated times, dates and places beginning with the most senior chauffeur.
- f. When an employees who is on long-term leave on account of illness or other authorized leave submits a bid by presentation of his/her bid choice form by proxy, the assignment for which he/she successfully bids shall not take effect until he/she returns to work.
- g. Any employees demoted for cause or suspended shall not be eligible to bid for promotion for a period of one (1) year following such disciplinary action.
- h. Assignments resulting from a bid shall be posted at the appropriate work locations not more than three (3) work days after the completion of the bidding.
- i. Any chauffeur who refuses or fails to bid in the designated manner or who for any other reason, does not obtain a bid route shall be placed in the "extra chauffeur status and may be assigned to any route or any other chauffeur work assignment.
- j. Any truck chauffeur who refuses or fails to bid in the designated manner shall be assigned to any truck route or truck assignment.
- k. At the time of a bid, all late schedules shall be identified on the bid sheets together with the amount of overtime to be paid on those days the late schedule is effective.

Section 6. Special Conditions

- a. When a driver is required to go to extra bus chauffeur status because the route for which he/she bid is terminated, he/she shall have the right to claim any new route of the same classification before it is posted at an interim bid. If more than one such chauffeur is involved, their claims shall be honored in "driving" seniority order.
- b. If the productive time on any bid bus route is changed by one (1) hour or more due to a reduction or increase in requirements (except during the period between September 1 and September 30), the bus chauffeur assigned to this route may

request a change in assignment and thereby create an opening which shall be filled at the next interim bid as set forth in Section 4b.

- c. Any work assignment or trip that is not described on the bid sheets shall be assigned by the supervisor at the work location in accordance with the following procedure:
 - i. Any work assignment or trip, beginning and ending during the work day, shall be assigned to the driver nearest the pick-up point. If more than one (1) driver is considered nearest the pick-up point, the work assignment or trip shall be rotated among the group of drivers;
 - ii. Any work assignment or trip that begins before and extends for a period not to exceed three (3) hours beyond the end of the work day, shall be assigned from the garage overtime list on a rotating basis;
 - iii. Any work assignment or trip that begins after the end of the work day, but does not exceed three (3) hours shall be assigned from the garage overtime list on a rotating basis;
 - iv. Any work assignment or trip that begins after the work day and exceeds three (3) hours shall be assigned from the system overtime list.
- d. On a School District holiday when a group of routes are consolidated to serve only non-public schools, the most senior chauffeur assigned to one of the regular routes in that group shall be offered the opportunity to drive that consolidated route. He/she shall work out of the garage designated for the consolidated route and for the number of hours designated for said route.
- e. In case of emergencies, such as fires, floods, major disaster, or other emergencies beyond the control of the CEO and or SRC any employees may be assigned any work in the Transportation Division deemed necessary.
- f. Regular part time chauffeurs substituting on a full time route shall follow such route schedule for that work day. Overtime shall not be included in such route assignment and shall be governed by this section as set forth above in paragraph c(iii).

Section 7. Seniority

- a. Seniority for purposes of bidding and for promotion shall be dated from the date of a driver's qualification for a part time position.
- b. When a part time Bus Chauffeurs does not exercise his/her option to select a full time position in seniority order, he/she will not be given the opportunity to displace a less senior employees who selected the full time position in his/her place.

Section 8. Assignment of School Aides, Bus Attendants

A line of progression shall exist for all Bus Attendant, School Aide I, School Aide II, and School Aide III vacancies.

The entrance level to any such vacancy shall be by an examination given by the Personnel Department and shall be at the Bus Attendant level in whichever location has a vacancy. On the basis of seniority, all Bus Attendants, School Aides I, II, and III shall be permitted to advance from the Bus Attendant classification through the following classifications in the order shown below.

1. Bus Attendant
2. School Aide I
3. School Aide III
4. School Aide II

Section 9. Bus Attendant transfers will be accomplished on the second school organization day in September and shall proceed as follows:

- a. A list containing all pertinent route information will be prepared and made available as far in advance of the bidding date as possible.
- b. The process of transfer shall be accomplished in one session at a designated time, date, and place beginning with the most senior Bus Attendant. A Bus Attendant who cannot be present for the transfer process may have a shop steward submit in his/her bid. If a Bus Attendant arrives after his/her designated time for bid, the Bus Attendant shall be required to wait until everyone has bid in that session. Any employees demoted for cause or suspended shall not be able to bid for promotion for a period of one year following such disciplinary action.
- c. All positions filled by new employees from the eligibility list after the previous September transfers shall be posted as vacancies for the following year's transfer and all such new employees shall be required to bid for permanent assignments.
- d. If the route held in June by a currently appointed Bus Attendant no longer exists at the time of the September transfer procedure, such employees shall be given the opportunity to transfer to a vacant position with all other employees in seniority order.

They shall then be afforded the opportunity for a transfer to a vacant position with all other employees in seniority order.

- e. Any currently appointed Bus Attendant shall be entitled to transfer to any vacant position in accordance with their classification seniority. Where classification seniority is equal, School District seniority as defined in Article XVIII, Section 1, shall be the determining factor.
- f. If, during the school year, the position of a bus attendant is eliminated, such bus attendant shall be offered any bus attendant vacancy.

If, during the school year, bus attendant routes are altered by changes in garage or school, such bus attendants shall be offered new assignments when all changes have been finalized and a dear picture of vacancies has emerged.

The new assignments shall be offered in order of departmental seniority and shall be in effect only for that school year.

Section 10. The bidding for School Aide I assignments will be accomplished on the first school organization day in September and shall proceed as follows:

- a. Lists containing all pertinent route information will be prepared and made available at least seven (7) calendar days in advance of the bidding date and posted at all district garages.
- b. The process of bidding shall be accomplished in one (1) session at a designated time, date, and place beginning with the most senior School Aide I. A School Aide I who cannot be present for the bidding process may have a shop steward submit his/her bid. If a School Aide I arrives after his/her designated time for bid, the School Aide I shall be required to wait until everyone has bid in that session. Any employees demoted for cause or suspended shall not be able to bid for promotion for a period of one (1) year following such disciplinary action.

Section 11.

- a. Vacancies in the School Aide I classification shall be filled by promotion of the most senior Bus Attendant.
- b. Vacancies in the School Aide III classification shall be filled by transfer by the senior School Aide III. All remaining vacancies shall be filled by promotion of the senior School Aide I.
- c. Vacancies in the School Aide II classification shall be filled by transfer by the senior School Aide II. All remaining vacancies shall be filled by promotion of the senior School Aide III.
- d. An employee appointed to a position which is subsequently eliminated at his/her work location shall be considered as a forced transfer. He/she shall carry all accumulated building seniority to his/her new location.

Section 12. If a Bus Attendant and School Aide I is placed in a lower paid classification because such employee has no position available in his/her classification, the employee shall retain the hourly rate of the former classification as a red-circled rate until such time as the rate for the new classification reaches the red-circled rate after which the employee shall be entitled to such increases as are applicable to the classification to which he/she has moved.

**ARTICLE XXII
SHOP STEWARDS**

Section 1. No more than one (1) Shop Steward shall be designated by the Facilities Department Employees in each school location having five (5) or more custodial employees assigned thereto. Such Shop Steward shall not be entitled to be involved in any matter covered by this contract in any other work location.

Section 2. For all of the schools having four (4) or less custodial Employees a total of two (2) Shop Stewards shall be designated by the Union, each of whom with the prior approval in each instance of the Director of Facilities Services, shall be entitled to visit any such school for a reasonable time in the event a custodial employee has a complaint or grievance which, by its serious and immediate emergency nature, requires the presence of a Shop Steward. No more than one (1) of the two (2) Shop Stewards shall be permitted to leave his/her work location during his working hours for this purpose, for any one grievance.

Section 3. Each of the eight (8) new craft classifications shall have two (2) stewards. Asbestos, Landscaping and Pest Control shall each have one (1) Steward. When a complaint or grievance of an employees in one of such groups is of a serious, immediate and emergency nature as to require the Shop Steward to leave his/her work location and appear at the Office of the Manager of Maintenance during his working hours, then with prior approval of the Director of Facilities Services, he/she will be permitted to do so for a reasonable time under the circumstances. Such Shop Steward shall not be entitled to be involved in any matter covered by this contract for any other employees or group of Employees.

Section 4. No more than (1) Shop Steward shall be designated by the Warehouse Department Employees in each Warehouse location. Such Shop Steward shall not be entitled to be involved in any matter covered by this contract in any other work location.

Section 5. No more than one (1) Shop Steward shall be designated by the Transportation Employees in each garage location except if the number of Employees exceeds 125. Such Shop Steward shall not be entitled to be involved in any matter covered by this contract in any other work location.

Section 6. All Shop Stewards in the departments referred to in Section 1 to Section 5 above and the Shop Stewards referred to in Section 8 and 9 below shall not lose any pay for the time, approved by the Director of the Department, spent in connection with any grievance, referred to in such Sections.

Section 7.

- a. No more than (1) Shop Steward shall be designated by the School Aides I and II at any work location having five (5) or more such Employees assigned thereto. Such Shop Steward shall not be entitled to be involved in any matter covered by this Agreement in any other work location.

- b. In work locations having four (4) or less School Aides assigned thereto, the Union Shop Steward designated in accordance with existing practice shall serve as the Shop Steward for such School Aides.

Section 8. No more than one (1) Shop Steward shall be designated for the Building Construction Inspectors in the Office of Architecture, Engineering and Construction Service. Such Shop Steward shall not be entitled to be involved in any matter covered by this Agreement in any other work location.

Section 9. No more than one (1) Shop Steward shall be designated for asbestos abatement workers. Such Shop Steward shall not be entitled to be involved in any matter covered by this Agreement for Employees in any other classification.

Section 10. The District agrees that advisory board members and shop stewards designated by the Union shall be released with prior approval of the Chief Operating Officer or his/her designee in order to attend pre-disciplinary investigatory meetings and meetings where discipline is imposed. No more than one (1) person shall be permitted to leave his/her work location during work hours for this purpose for any one grievance.

37

New
No Change

**ARTICLE XXIII
SUPPLEMENTAL EMPLOYEES**

The Employer may hire supplemental employees to fill temporary vacancies created by the absence of custodial aides or general cleaners. Supplemental employees shall receive the starting rate set forth in the Agreement as adjusted from time to time by increases to the applicable minimum rate, and start rate. Supplemental employees shall be treated as probationary employees until they have worked for more than seven hundred twenty (720) hours, at which point they shall be covered by the just cause clause of the Collective Bargaining Agreement.

Supplemental employees shall not be entitled to receive any benefits under this Agreement, other than holidays listed in Article XV, and shall also receive paid time off in accordance with the following formula:

- i. A supplemental employee who works at least 1040 hours during a contract year (September 1 – August 31) will be entitled to 21 hours paid time off during the following contract year.
- ii. A supplemental employee who works at least 1560 hours during a contract year will be entitled to 28 hours paid time off during the following contract year.
- iii. A supplemental employee who works at least 1820 hours in a contract year will be entitled to 35 hours paid time off during the following contract year.

Supplemental employees shall be utilized exclusively to fill in for absences of full-time employees, (e.g., vacation, leave of absence, disability, or sick leave), or when a permanent employee severs employment with the School District [for a period of 90 days or less]. Supplemental employees may not be used to fill a permanent vacancy or in a manner which results in the reduction in the number of full-time custodial aides or general cleaners. Supplemental employees shall have the first opportunity to fill a permanent vacancy that arises, so long as there is no bargaining unit employee on layoff due to a school closure as provided for in this Memorandum of Agreement.

**ARTICLE XXIV
SAVING CLAUSE**

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXV
AMENDMENTS**

This Agreement may not be amended, altered or modified except by writing signed by the CEO and SRC on behalf of the School District and the President and Vice President with the approval of the Union's International President, or his designee, on behalf of the Union.

**ARTICLE XXVI
ENTIRETY OF AGREEMENT**

It is expressly understood and agreed by and between the parties hereto that this Agreement sets forth all the promises, agreements, conditions, and understandings between the parties and that there are no promises, agreements, conditions or understandings, either oral or written between them other than set forth herein.

**ARTICLE XXVII
NO REPRISAL CLAUSE**

The Union agrees that neither it nor its representatives will commit or encourage any acts of reprisal or retaliation against any employees or representative of the School District of Philadelphia on account of any strike activities. The CEO and SRC agrees that neither they nor any of their designees or representatives will commit or encourage any acts of retaliation or reprisal against any member of the Union on account of any strike activity.

**ARTICLE XXVIII
DURATION OF AGREEMENT**

This Agreement shall be in full force from **July 1st, 2016** to midnight, **August 31, 2020**, and shall continue from year to year unless and until either party hereto shall give the other party (60) days written notice of intention to open negotiations for a new Agreement in accordance with the procedure and time schedule as outlined in applicable law.

THE SCHOOL DISTRICT
OF PHILADELPHIA

LOCAL 32BJ DISTRICT 1201, AFFILIATED
WITH THE SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

APPENDIX “A”

<u>Title Code</u>	<u>Classification</u>	<u>Step</u>
ENGINEERING & CLEANING		
	Building Engineer Group	
5007	I	0118
5009	II (Includes Relief Engineers)	0121
5011	III.....	2448
5013	IV	0100
7401	Building Engineer Trainee	0115
5018	Cleaning Leader	2437
5002	Custodial Assistant.....	0114
5032	Elevator Operator	0141
5024	General Cleaner, Night	0129
5020	General Cleaner 8 Hr	0133
MAINTENANCE		
7023	Automatic Plant Mechanic A.....	2442
7024	Automatic Plant Mechanic B.....	2438
7010	Bricklayer/Cement Finisher “A”	2442
7009	Bricklayer/Cement Finisher “B”	2438
7002	Custodial Equipment Repairman A	2442
7001	Custodial Equipment Repairman B.....	2436
7122	Electrical Mechanic “A”	2442
7121	Electrical Mechanic “B”	2438

<u>Title Code</u>	<u>Classification</u>	<u>Step</u>
7131	Electronic Technician "A"	2442
7511	Facilities Truck Chauffeur	2435
7081	Facilities Maintenance Trades Trainee	2432
6021	Field Caretaker.....	2445
6013	Field & Grounds Mechanic "A"	2445
6012	Field & Grounds Mechanic "B"	2434
7044	General Construction Trades Mechanic "A"	2442
7043	General Construction Trades Mechanic "B"	2438
7124	HVAC Mechanic "A"	2442
7125	HVAC Mechanic "B"	2438
6011	Landscape and Treeman "A"	2445
7111	Machinist "A"	2442
7110	Machinist "B"	2438
7059	Mechanical Mechanic "A"	2442
7058	Mechanical Mechanic "B"	2438
7076	Millwork Specialist.....	2447 plus \$2,000
7026	Painter/Glazier/Plasterer "A"	2442
7027	Painter/Glazier/plasterer "B"	2438
5034	Pest Control Technician "A"	2446
5033	Pest Control Technician "B"	2439
7052	Plumber, "A"	2442
7051	Plumber, "B"	2438
7017	Roofer "A"	2442
7018	Roofer "B"	2438

<u>Title Code</u>	<u>Classification</u>	<u>Step</u>
1412	Stock Clerk II	2437
7108	Maintenance Tool Crib Attendant.....	2454
7016	Trades Apprentice	2466
7035	Trades Leader.....	2447
?	water + fuel A	2442
	water + fuel B	2438

WAREHOUSE/WAREHOUSE SERVICES

1412	Stock Clerk II	2437
1441	Warehouse Helper.....	0114
7512	Truck Chauffeur.....	2435

PRINTING

Consolidation of print shop and all print shop employees shall be paid consistent with 2442.

7303	Print Shop Worker	2442
7315	Cody Center Equipment Operator	2467 ?
	yes	

TRANSPORTATION

7524	Automotive Parts Inventory Specialist	2025
1417	Automotive Parts Stock Clerk	2437
7514	Bus Chauffeur	2435
7527	Bus Chauffeur, Part-Time (4-5 Hrs)	0934
7525	Bus Chauffeur, Part-Time (5.25-7.75 Hrs)	0935
7516	Bus Chauffeur, Handicapped Children	2435
7515	Chauffeur	2435
7513	Truck Chauffeur, Token Truck	2435
7508	Transportation (Fleet) Mechanic.....	2449

42/46

39/1

Title CodeClassificationStep

7521

Bus Chauffeur Training Instructor..... 2449

why — 7511 OUT OF TRAFFIC TO TRUCKS

Facilities Truck Chauffeur 2435 — ?

7512

Truck Chauffeur 2435

FOOD SERVICES DIVISION

1412

Stock Clerk II 2437

7512

Truck Chauffeur 2435

7613

Food Service Maintenance Technician "A" 2442

7612

Food Service Maintenance Technician "B" 2438

AUDIO-VISUAL DIVISION

0849

Audio-Visual Technician 2450

0857

Video Technician 2024

WIDENER SCHOOL

0824

Orthopedic Aide 2452

MUSIC EDUCATION

7231

Piano Technician 2465

SCHOOL OPERATIONS

7501

Bus Attendant 0140

7503

Bus Attendant, One to One 0140

7504

Bus Attendant, Six Hour 0162

7505

Bus Attendant, One to One, Six Hour 0162

5058

School Aide I 0137

5061

School Aide II 0138

5063

School Aide III 0139

5065

Widener School Aide III 0145

<u>Title Code</u>	<u>Classification</u>	<u>Step</u>
ARCHITECTURE, ENGINEERING AND CONSTRUCTION SERVICES		0109
2067	Building Construction Inspector	0109
ENVIRONMENTAL MANAGEMENT AND SERVICES		
6052	Asbestos Worker	2462

APPENDIX "B"

SALARY SCHEDULES

PAY GRADE 0100

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	48,845	50,310	51,819	53,374
2	50,947	52,475	54,049	55,670
3	53,248	54,845	56,490	58,185
4	55,445	57,108	58,821	60,586
5	58,273	60,021	61,822	63,677
6	59,439	61,222	63,059	64,951

PAY GRADE 0107

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	50,059	51,561	53,108	54,701
2	52,213	53,779	55,392	57,054
3	53,332	54,932	56,580	58,277
4	55,532	57,198	58,914	60,681
5	58,366	60,117	61,921	63,779
6	61,386	63,228	65,125	67,079

PAY GRADE 0109

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	51,202	52,738	54,320	55,950
2	53,406	55,008	56,658	58,358
3	54,585	56,223	57,910	59,647
4	56,835	58,540	60,296	62,105
5	59,735	61,527	63,373	65,274
6	63,758	65,671	67,641	69,670

**PAY GRADE
0114**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	32,392	33,364	34,365	35,396
2	33,790	34,804	35,848	36,923
3	34,164	35,189	36,245	37,332
4	35,574	36,641	37,740	38,872
5	37,387	38,509	39,664	40,854
6	38,134	39,278	40,456	41,670

**PAY GRADE
0115**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	33,096	34,089	35,112	36,165
2	34,517	35,553	36,620	37,719
3	34,888	35,935	37,013	38,123
4	36,324	37,414	38,536	39,692
5	38,179	39,324	40,504	41,719
6	38,941	40,109	41,312	42,551

**PAY GRADE
0118**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	35,340	36,400	37,492	38,617
2	36,861	37,967	39,106	40,279
3	38,322	39,472	40,656	41,876
4	39,900	41,097	42,330	43,600
5	41,939	43,197	44,493	45,828
6	42,776	44,059	45,381	46,742

**PAY GRADE
0121**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	38,439	39,592	40,780	42,003
2	40,092	41,295	42,534	43,810
3	41,784	43,038	44,329	45,659
4	43,507	44,812	46,156	47,541
5	45,727	47,099	48,512	49,967
6	46,643	48,042	49,483	50,967

**PAY GRADE
0125**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	39,508	40,693	41,914	43,171
2	41,163	42,398	43,670	44,980
3	42,862	44,148	45,472	46,836
4	44,583	45,920	47,298	48,717
5	46,798	48,202	49,648	51,137
6	47,723	49,155	50,630	52,149

**PAY GRADE
0128**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	26,905	27,712	28,543	29,399
2	28,062	28,904	29,771	30,664
3	28,294	29,143	30,017	30,918
4	29,461	30,345	31,255	32,193
5	30,965	31,894	32,851	33,837
6	31,584	32,532	33,508	34,513

**PAY GRADE
0129**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	33,714	34,725	35,767	36,840
2	33,714	34,725	35,767	36,840
3	33,714	34,725	35,767	36,840
4	33,714	34,725	35,767	36,840
5	33,714	34,725	35,767	36,840
6	34,312	35,341	36,401	37,493

night
C.C.

**PAY GRADE
0133**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	26,120	26,904	27,711	28,542
2	27,245	28,062	28,904	29,771
3	27,470	28,294	29,143	30,017
4	28,603	29,461	30,345	31,255
5	30,062	30,964	31,893	32,850
6	31,261	32,199	33,165	34,160

**PAY GRADE
0134**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	27,789	28,623	29,482	30,366
2	29,150	30,025	30,926	31,854
3	30,514	31,429	32,372	33,343
4	31,877	32,833	33,818	34,833
5	33,240	34,237	35,264	36,322
6	34,601	35,639	36,708	37,809

**PAY GRADE
0135**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	30,247	31,154	32,089	33,052
2	31,548	32,494	33,469	34,473
3	33,016	34,006	35,026	36,077
4	34,378	35,409	36,471	37,565
5	36,133	37,217	38,334	39,484
6	36,856	37,962	39,101	40,274

**PAY GRADE
0136**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	31,662	32,612	33,590	34,598
2	33,027	34,018	35,039	36,090
3	33,611	34,619	35,658	36,728
4	34,999	36,049	37,130	38,244
5	36,782	37,885	39,022	40,193
6	37,520	38,646	39,805	40,999

**PAY GRADE
0137**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	19,615	20,203	20,809	21,433
2	20,457	21,071	21,703	22,354
3	21,102	21,735	22,387	23,059
4	21,972	22,631	23,310	24,009
5	23,094	23,787	24,501	25,236
6	23,558	24,265	24,993	25,743

**PAY GRADE
0138**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	22,645	23,324	24,024	24,745
2	23,616	24,324	25,054	25,806
3	25,608	26,376	27,167	27,982
4	26,664	27,464	28,288	29,137
5	28,023	28,864	29,730	30,622
6	28,585	29,443	30,326	31,236

**PAY GRADE
0139**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	21,812	22,466	23,140	23,834
2	22,750	23,433	24,136	24,860
3	23,816	24,530	25,266	26,024
4	24,798	25,542	26,308	27,097
5	26,063	26,845	27,650	28,480
6	26,583	27,380	28,201	29,047

**PAY GRADE
0140**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	14,186	14,612	15,050	15,502
2	14,798	15,242	15,699	16,170
3	15,470	15,934	16,412	16,904
4	16,107	16,590	17,088	17,601
5	16,930	17,438	17,961	18,500
6	17,267	17,785	18,319	18,869

**PAY GRADE
0141**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	21,521	22,167	22,832	23,517
2	22,446	23,119	23,813	24,527
3	22,617	23,296	23,995	24,715
4	23,547	24,253	24,981	25,730
5	24,753	25,496	26,261	27,049
6	25,243	26,000	26,780	27,583

**PAY GRADE
0144**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	28,336	29,186	30,062	30,964
2	29,556	30,443	31,356	32,297
3	29,937	30,835	31,760	32,713
4	31,172	32,107	33,070	34,062
5	32,761	33,744	34,756	35,799
6	33,417	34,420	35,453	36,517

**PAY GRADE
0145**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	22,064	22,726	23,408	24,110
2	23,013	23,703	24,414	25,146
3	24,026	24,747	25,489	26,254
4	25,016	25,766	26,539	27,335
5	26,291	27,080	27,892	28,729
6	26,819	27,624	28,453	29,307

**PAY GRADE
0147**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	19,615	20,203	20,809	21,433
2	21,090	21,723	22,375	23,046
3	21,090	21,723	22,375	23,046
4	21,090	21,723	22,375	23,046
5	21,090	21,723	22,375	23,046
6	21,090	21,723	22,375	23,046

**PAY GRADE
0148**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	22,645	23,324	24,024	24,745
2	24,348	25,078	25,830	26,605
3	24,348	25,078	25,830	26,605
4	24,348	25,078	25,830	26,605
5	24,348	25,078	25,830	26,605
6	24,348	25,078	25,830	26,605

**PAY GRADE
0149**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	21,812	22,466	23,140	23,834
2	23,452	24,156	24,881	25,627
3	23,452	24,156	24,881	25,627
4	23,452	24,156	24,881	25,627
5	23,452	24,156	24,881	25,627
6	23,452	24,156	24,881	25,627

**PAY GRADE
0155**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	13,695	14,106	14,529	14,965
2	13,954	14,373	14,804	15,248
3	14,214	14,640	15,079	15,531
4	14,518	14,954	15,403	15,865
5	14,775	15,218	15,675	16,145
6	15,035	15,486	15,951	16,430

**PAY GRADE
0157**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	49,916	51,413	52,955	54,544
2	52,024	53,585	55,193	56,849
3	54,325	55,955	57,634	59,363
4	56,519	58,215	59,961	61,760
5	59,358	61,139	62,973	64,862
6	60,519	62,335	64,205	66,131

**PAY GRADE
0162**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	17,017	17,528	18,054	18,596
2	17,759	18,292	18,841	19,406
3	18,567	19,124	19,698	20,289
4	19,335	19,915	20,512	21,127
5	20,311	20,920	21,548	22,194
6	20,715	21,336	21,976	22,635

new
Bus AHW
+ 1 Hr

**PAY GRADE
0175**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	14,186	14,612	15,050	15,502
2	15,255	15,713	16,184	16,670
3	15,255	15,713	16,184	16,670
4	15,255	15,713	16,184	16,670
5	15,255	15,713	16,184	16,670
6	15,255	15,713	16,184	16,670

**PAY GRADE
0934**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	18,978	19,547	20,133	20,737
2	19,792	20,386	20,998	21,628
3	20,173	20,778	21,401	22,043
4	21,006	21,636	22,285	22,954
5	22,077	22,739	23,421	24,124
6	22,519	23,195	23,891	24,608

**PAY GRADE
0935**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	29,411	30,293	31,202	32,138
2	30,670	31,590	32,538	33,514
3	31,254	32,192	33,158	34,153
4	32,534	33,510	34,515	35,550
5	34,224	35,251	36,309	37,398
6	34,896	35,943	37,021	38,132

**PAY GRADE
1449**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	35,575	36,642	37,741	38,873
2	37,104	38,217	39,364	40,545
3	38,906	40,073	41,275	42,513
4	40,513	41,728	42,980	44,269
5	42,579	43,856	45,172	46,527
6	43,431	44,734	46,076	47,458

**PAY GRADE
2020**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	32,333	33,303	34,302	35,331
2	34,595	35,633	36,702	37,803
3	35,538	36,604	37,702	38,833
4	38,816	39,980	41,179	42,414
5	42,383	43,654	44,964	46,313
6	48,459	49,913	51,410	52,952

**PAY GRADE
2022**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	34,376	35,407	36,469	37,563
2	38,910	40,077	41,279	42,517
3	39,202	40,378	41,589	42,837
4	42,821	44,106	45,429	46,792
5	46,331	47,721	49,153	50,628
6	60,368	62,179	64,044	65,965

Who is at this

**PAY GRADE
2024**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	31,994	32,954	33,943	34,961
2	35,427	36,490	37,585	38,713
3	38,857	40,023	41,224	42,461
4	42,286	43,555	44,862	46,208
5	45,721	47,093	48,506	49,961
6	57,051	58,763	60,526	62,342

**PAY GRADE
2025**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	33,479	34,483	35,517	36,583
2	36,995	38,105	39,248	40,425
3	40,512	41,727	42,979	44,268
4	44,027	45,348	46,708	48,109
5	47,634	49,063	50,535	52,051
6	58,919	60,687	62,508	64,383

**PAY GRADE
2430**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	34,080	35,102	36,155	37,240
2	35,545	36,611	37,709	38,840
3	36,004	37,084	38,197	39,343
4	37,486	38,611	39,769	40,962
5	39,400	40,582	41,799	43,053
6	40,188	41,394	42,636	43,915

**PAY GRADE
2432**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	35,273	36,331	37,421	38,544
2	36,792	37,896	39,033	40,204
3	37,350	38,471	39,625	40,814
4	38,893	40,060	41,262	42,500
5	40,878	42,104	43,367	44,668
6	41,694	42,945	44,233	45,560

**PAY GRADE
2433**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	36,400	37,492	38,617	39,776
2	37,965	39,104	40,277	41,485
3	38,691	39,852	41,048	42,279
4	40,287	41,496	42,741	44,023
5	42,345	43,615	44,923	46,271
6	43,192	44,488	45,823	47,198

**PAY GRADE
2434**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	36,400	37,492	38,617	39,776
2	37,965	39,104	40,277	41,485
3	38,948	40,116	41,319	42,559
4	40,557	41,774	43,027	44,318
5	42,627	43,906	45,223	46,580
6	43,480	44,784	46,128	47,512

**PAY GRADE
2435**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	36,400	37,492	38,617	39,776
2	37,965	39,104	40,277	41,485
3	39,728	40,920	42,148	43,412
4	41,371	42,612	43,890	45,207
5	43,481	44,785	46,129	47,513
6	44,351	45,682	47,052	48,464

**PAY GRADE
2436**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	36,400	37,492	38,617	39,776
2	37,965	39,104	40,277	41,485
3	38,898	40,065	41,267	42,505
4	40,502	41,717	42,969	44,258
5	42,570	43,847	45,162	46,517
6	43,419	44,722	46,064	47,446

**PAY GRADE
2437**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	37,004	38,114	39,257	40,435
2	38,595	39,753	40,946	42,174
3	39,311	40,490	41,705	42,956
4	40,931	42,159	43,424	44,727
5	43,020	44,311	45,640	47,009
6	43,881	45,197	46,553	47,950

**PAY GRADE
2438**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	41,309	42,548	43,824	45,139
2	42,738	44,020	45,341	46,701
3	43,611	44,919	46,267	47,655
4	45,079	46,431	47,824	49,259
5	46,962	48,371	49,822	51,317
6	47,738	49,170	50,645	52,164

**PAY GRADE
2439**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	37,004	38,114	39,257	40,435
2	38,595	39,753	40,946	42,174
3	39,570	40,757	41,980	43,239
4	41,202	42,438	43,711	45,022
5	43,303	44,602	45,940	47,318
6	44,171	45,496	46,861	48,267

**PAY GRADE
2440**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	39,591	40,779	42,002	43,262
2	41,295	42,534	43,810	45,124
3	41,997	43,257	44,555	45,892
4	43,732	45,044	46,395	47,787
5	45,962	47,341	48,761	50,224
6	46,881	48,287	49,736	51,228

**PAY GRADE
2442**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	43,631	44,940	46,288	47,677
2	45,160	46,515	47,910	49,347
3	46,952	48,361	49,812	51,306
4	48,555	50,012	51,512	53,057
5	50,618	52,137	53,701	55,312
6	51,468	53,012	54,602	56,240

**PAY GRADE
2443**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	39,591	40,779	42,002	43,262
2	41,295	42,534	43,810	45,124
3	43,167	44,462	45,796	47,170
4	44,947	46,295	47,684	49,115
5	47,241	48,658	50,118	51,622
6	48,185	49,631	51,120	52,654

**PAY GRADE
2444**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	41,176	42,411	43,683	44,993
2	42,948	44,236	45,563	46,930
3	43,744	45,056	46,408	47,800
4	45,551	46,918	48,326	49,776
5	47,874	49,310	50,789	52,313
6	48,833	50,298	51,807	53,361

**PAY GRADE
2445**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	45,054	46,406	47,798	49,232
2	46,644	48,043	49,484	50,969
3	48,408	49,860	51,356	52,897
4	50,072	51,574	53,121	54,715
5	52,211	53,777	55,390	57,052
6	53,092	54,685	56,326	58,016

**PAY GRADE
2446**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	39,591	40,779	42,002	43,262
2	41,295	42,534	43,810	45,124
3	43,292	44,591	45,929	47,307
4	45,082	46,434	47,827	49,262
5	47,379	48,800	50,264	51,772
6	48,327	49,777	51,270	52,808

**PAY GRADE
2447**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	45,816	47,190	48,606	50,064
2	47,346	48,766	50,229	51,736
3	49,136	50,610	52,128	53,692
4	50,741	52,263	53,831	55,446
5	52,804	54,388	56,020	57,701
6	53,654	55,264	56,922	58,630

**PAY GRADE
2448**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	41,446	42,689	43,970	45,289
2	43,227	44,524	45,860	47,236
3	45,328	46,688	48,089	49,532
4	47,198	48,614	50,072	51,574
5	49,607	51,095	52,628	54,207
6	50,599	52,117	53,681	55,291

**PAY GRADE
2449**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	42,689	43,970	45,289	46,648
2	44,525	45,861	47,237	48,654
3	46,687	48,088	49,531	51,017
4	48,615	50,073	51,575	53,122
5	51,095	52,628	54,207	55,833
6	52,117	53,681	55,291	56,950

**PAY GRADE
2450**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	41,176	42,411	43,683	44,993
2	42,948	44,236	45,563	46,930
3	45,044	46,395	47,787	49,221
4	46,900	48,307	49,756	51,249
5	49,292	50,771	52,294	53,863
6	50,276	51,784	53,338	54,938

**PAY GRADE
2452**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	37,830 ^a	38,965	40,134	41,338
2	39,456 ^e	40,640	41,859	43,115
3	40,165 ^e	41,370	42,611	43,889
4	41,821 ⁺	43,076	44,368	45,699
5	43,955 ⁺	45,274	46,632	48,031
6	44,834 ⁺	46,179	47,564	48,991

**PAY GRADE
2453**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	60,329 ⁺	62,139	64,003	65,923
2	60,329 ⁺	62,139	64,003	65,923
3	60,329	62,139	64,003	65,923
4	60,329 ⁺	62,139	64,003	65,923
5	60,329 ⁺	62,139	64,003	65,923
6	60,329 ⁺	62,139	64,003	65,923

**PAY GRADE
2454**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	40,414 ⁺	41,626	42,875	44,161
2	42,154 ⁺	43,419	44,722	46,064
3	42,850 ⁺	44,136	45,460	46,824
4	44,617 ⁺	45,956	47,335	48,755
5	46,893 ⁺	48,300	49,749	51,241
6	47,832 ⁺	49,267	50,745	52,267

**PAY GRADE
2462**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	48,012	49,452	50,936	52,464
2	50,079	51,581	53,128	54,722
3	51,986	53,546	55,152	56,807
4	54,131	55,755	57,428	59,151
5	56,891	58,598	60,356	62,167
6	58,029	59,770	61,563	63,410

**PAY GRADE
2464**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	35,327	36,387	37,479	38,603
2	36,848	37,953	39,092	40,265
3	36,990	38,100	39,243	40,420
4	38,515	39,670	40,860	42,086
5	40,479	41,693	42,944	44,232
6	41,292	42,531	43,807	45,121

**PAY GRADE
2465**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	48,679	50,139	51,643	53,192
2	50,773	52,296	53,865	55,481
3	52,243	53,810	55,424	57,087
4	54,396	56,028	57,709	59,440
5	57,174	58,889	60,656	62,476
6	58,317	60,067	61,869	63,725

**PAY GRADE
2466**

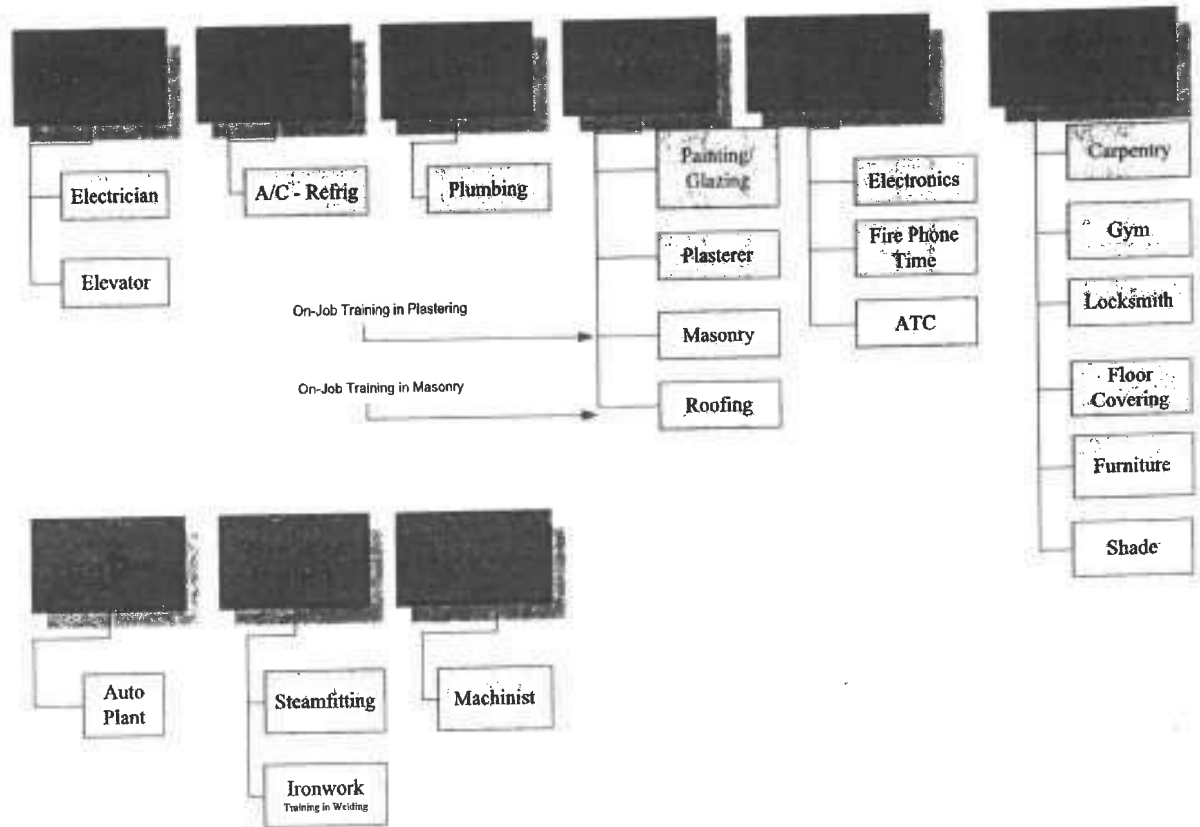
STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
6 Months	19,796	20,390	21,002	21,632
12 Months	22,578	23,255	23,953	24,672
18 Months	25,361	26,122	26,906	27,713
24 Months	28,143	28,987	29,857	30,753
30 Months	30,859	31,785	32,739	33,721
36 Months	33,709	34,720	35,762	36,835
42 Months	36,494	37,589	38,717	39,879
48 Months	38,776	39,939	41,137	42,371

**PAY GRADE
2540**

STEP	7/1/2016	9/1/2017	9/1/2018	9/1/2019
1	42,573	43,850	45,166	46,521
2	42,573	43,850	45,166	46,521
3	42,573	43,850	45,166	46,521
4	42,573	43,850	45,166	46,521
5	42,573	43,850	45,166	46,521
6	42,573	43,850	45,166	46,521

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Appendix "C" **Maintenance Scheduling & Planning** **Craft Consolidation**



APPENDIX "D"

CUSTODIAL BIDDING

1. PROCEDURE FOR VOLUNTARY DEMOTIONS

- A. The decision of the Hearing Officer has established that a voluntary demotion is in effect a "transfer to a lower classification" and the Provisions of the Agreement in Article XX, Section 4(e) are applicable. Local 32BJ District 1201 and the Administration have further agreed to the following provision concerning voluntary demotions: "For one year following the effective date of the bid, an employees who voluntarily demotes to a lower classification shall be prohibited from a lateral transfer, further voluntary demotion, or a promotion, except where the promotion is to a classification higher than the classification he/she previously held."
- B. After they make their selection, Employees who voluntarily demote to lower classifications shall be placed at the bottom of the seniority list for that lower classification. Employees at the next lower level who then bid up a grade will be placed behind the demoted employees on the list.
- C. A licensed employees who desires to voluntarily demote himself/herself to a non-licensed classification must submit a written request to Office of Facilities Personnel on or before the tenth day prior to the date of the bid, with a copy of this request to be sent to Local 32BJ District 1201.
- A form letter will be given to such an employees who will acknowledge that his/her former position will now be declared vacant and he/she cannot return to it. He/she will be required to bid on the available positions in the lower classification. If he/she fails to bid, he/she will be administratively assigned by Office of Facilities Personnel. After he/she makes his/her selection, the employees will be placed at the bottom of the seniority list for licensed Employees in non-licensed classifications.
- D. If there are more Employees desiring voluntary demotions than there are lower positions available, then the least senior Employees for whom no positions are available will not be able to demote themselves.

2. EFFECTIVE DATES OF BIDDING

The effective date of all reassignments, as the result of bids, shall be the same for all Employees who bid regardless of the date they were actually moved, The effective dates are set by the Agreement in Article XX.

Section 1 (b) A + 1 (c) (1-111)

3. **LATENESS FOR NON-LICENSED BIDDING**

Employees must be present for the bid on the day and exact time they are scheduled to bid. Employees who arrive later, after their name is called, will be required to wait until all others scheduled on that day have made a selection. After all bids are completed, they will then have an opportunity to bid, in seniority order. However, they can bid only for those positions that were available on the board at the time they were originally scheduled to bid. If they fail to enter a bid, they shall be administratively assigned.

8. **LATENESS FOR LICENSED BIDDING**

✓ Employees must be present for the bid on the day and at the exact time they are scheduled to bid. If the employee arrives late, he/she will be placed at the bottom of the seniority list for his/her current classification, and can bid after all other in that classification. However, he/she may bid only for the jobs that wets available at the time he/she was scheduled to bid. He/she cannot bid for a fly position that came up after his/her scheduled bid time.

If there are no positions left before his/her scheduled bid time, then he/she will not be able to bid. If he/she does bid, then his/her current school will be left vacant until the next bid.

APPENDIX "E"

REVIEW COMMITTEE PROCEDURES

As provided in the Agreement in Article XX, Section 6, employees may be charged with "an inability to operate and service a physical plant."

This charge will be made by the Administrator of Facilities Management and Services, based upon the recommendation of the Regional Manager.

Upon being so charged, a Review Committee, as described in the Agreement, shall be formed.

The Administrator of Facilities Management and Services and a representative of Local 32BJ District 1201 shall select key questions to be utilized by the committee. The Review Committee can employ any number of those questions, as well as developing its own follow-up questions.

If the review involves the inability to operate and service the physical plant, at least one session of the review committee hearing shall be held at the work location.

The Review Committee shall make its recommendation to the Administrator of Facilities Management and Services. The recommendation may include that the employees be placed in a lower classification, but shall not specify a degree of demotion. After reviewing the information provided by the committee, the Administrator of Facilities Management, and Services shall hold a conference with the employees, who may be accompanied by a representative of Local 32BJ District 1201, and inform him/her of his/her decision regarding the employee's status, including the level to which the employees shall be demoted.

The employees may invoke the grievance procedure to appeal the decision of the Administrator of Facilities Management and Services.

The decision reached by the Review Committee shall be effective on the first day of the pay period following the date of its recommendation.

APPENDIX "F"

The School District of Philadelphia operates a training program through which present Employees are trained to become licensed Employees. To be eligible to receive an appointment, the employees must be successful in meeting the City Of Philadelphia's licensing requirements within 270 calendar days of completion of the departmental training program.

The training program operates in two phases. Phase one consists of classroom training for a two (2) year period. Classroom sessions will take place for one four hour session per week, for forty (40) weeks on School District time. The second phase of the program will consist of an on-the job training phase which extends for the balance of a total period of two (2) calendar years from the date the employees enters the program. During this period, the employees will perform the mechanical tasks of a fireman as designated by the Training Department which will monitor his/her performance and progress.

Based on present and projected School District needs, it is contemplated that two (2) to three (3) training cycles per year will be conducted.

Upon completion of the classroom phase of the program, an eligibility list will be created. The eligibility list will consist of all trainees who successfully completed the program in the rank order which they entered the program. All candidates on existing eligibility lists will be given appointments prior to appointing candidates from any following lists.

Successful trainees shall remain in rank-order throughout the program in their individual classes. If a trainee shall have to repeat an instructional year, he/she shall be ranked in the new class in the order established by his/her score on the examination through which he/she entered the program.

An employee who receives an engineer's license must register it in the training office. The Training Department is responsible for notifying the personnel officer of the division so that the employee's file indicates his/her possession of a license.

When an employee completes his/her on-the-job training successfully and achieves his/her engineer's license. He/she will be considered to have completed all examination requirements.

Trainees with passing grades in the examination will be offered permanent appointments in order of their rank on the eligibility list, in an amount equal to current vacancies. Failure constitutes unsatisfactory progress with subsequent reduction in accordance with Section 1h(i) of Article XIX.

The following provisions of Article XIX of the Agreement with Local 32BJ District 1201 shall apply:

Section 1(h)(i). If at any time, a trainee fails to maintain satisfactory progress in the program, either in on-the-job training or the instructional phase of the program, or shall fail to successfully pass the examination for the journeyman job within

90 days of the completion of all phases of the departmental program, 270 days for Fireman Trainees, he/she shall be returned to his/her former classification with the School District, If, however, he/she had entered as a trainee from outside the school system, then in such case his/her employment shall terminate.

Section 1(h)(ii). However, such an employees who is not terminated for cause shall be eligible for appointment to a position of a lower grade covered by the bargaining unit after the appointment of all eligibles on the interdepartmental eligibility list referred to in Article XX, Section 1(b) of this Agreement and before the appointment of eligibles on the open competitive eligibility list referred to in said Section.

Upon completion of the classroom phase of the training program, the employee's assignment as a trainee will be made by the Department of Maintenance and Operations, The employees is not eligible to participate in the bid procedure until he/she has completed on-the-job training phase and acquired his/her license. Likewise, the position which is being filled by a fireman trainee during the one year on-the job period is to be listed as a vacancy for the bidding process, if the bid occurs during the course of that year. If the position being held by a trainee is bid for by an eligible employee, that trainee will be assigned elsewhere.

Should the capacity of the training program be insufficient to fill the School District's needs for entry level positions, the School District may give an open competitive examination for qualified engineers at the Building Engineer I level. These Employees will not be permitted to bid during their first two years of employment. Thereafter, they will be permitted to bid in accordance with their system seniority.

APPENDIX "G"

MAINTENANCE DEPARTMENT

The following agreements have been reached between the School District and the representatives of Local 32BJ District 1201.

1. Trucks - Truck assignments will be included on the bid sheet. An employee who bids on a position or shift that includes a truck must take the truck. If there is more than one position in a craft or shift that has one truck assigned, the senior mechanic or mechanics may refuse the assignment, but the least senior such employees shall be required to accept the assignment of the vehicle.
2. Long-Term Illness - Coverage for long-term illness of Employees will be maintained by the respective maintenance units, either within District or Central once the next bid is completed.
3. Transfer between Regions - The School District agrees to make every effort to cover assignments first by the appropriate craft within each area.
4. Seniority lists will be prepared and posted. These lists will be limited to "bidding seniority" and do not affect either departmental seniority or layoff status.
5. "Bidding Seniority" is defined as the total length of service of the employees in the craft to which he/she is assigned at the time of the bid. Total time served within the classification of Trades Trainee and Mechanic A and B within the craft will be counted.
6. "Bidding Seniority" will follow the same provisions regarding loss of seniority as specified in Article XVIII, Sections 1 and 10.
7. Any ties in "Bidding Seniority" will be broken by utilizing in the following order, department seniority, system seniority, then rank on the employee's initial eligibility list, (i.e. the bidding procedure does not permit an employee to transfer to a different Trades Group, i.e. an NC Trades Trainee may not bid for an Electrical Trades Trainee position).
8. Employees on long term sick leave at the time of the bid will be permitted to bid in accordance with Article XX, Section 1. A union representative will enter a bid for those who cannot be present due to their illness but are entitled to bid. The Union will assume the responsibility of entering bids for ill Employees.
9. All Employees who do not bid will be assigned by the School District.

- ✓ 10. Mechanics shall participate and bid based upon seniority of the consolidated craft classifications (*i.e.*, the then current craft seniority based upon the merged seniority list).

APPENDIX "H"

ENERGY MONEY

✓ In the event that the School District establishes and maintains a program or procedure for monetary reimbursement to individual schools for energy savings, the Facilities Based Supervisor and a school-based committee, comprising a building engineer (with the highest classification) who works in the school and other school personnel, shall determine how the savings will be distributed and for what purpose it shall be used. The school-based committee along with the Facilities Based Supervisor shall attribute a percentage of the savings for use by the cleaning and engineering department. Under all circumstances, the savings shall be used for physical improvements to the building.

APPENDIX "I"

POLICY ON SUBSTANCE ABUSE BY MEMBERS OF LOCAL 32BJ DISTRICT 1201

1. Purpose

The abuse of alcohol and the use of controlled substances can have an adverse effect on the work performance, and the health and welfare of Employees. Moreover, problems associated with substance abuse affect all segments of our society, including the children served by the School District of Philadelphia. Therefore, in accordance with its Policy Guide No. 816 and in order to comply with the regulations of the United States Department of Transportation, and the Drug-Free Work: Place Act, and pursuant to negotiations with Local 32BJ District 1201 the Board of Education adopts the following policy which shall apply to Employees in and applicants to positions represented by Local 32BJ District 1201.

2. Definitions

For purposes of this policy, the following definitions shall apply:

2.1 The term "accident" shall mean any occurrence involving the operation of a commercial motor vehicle or any other machinery or equipment which results in the loss of human life or bodily injury requiring medical treatment. The term shall also mean any occurrence involving the operation of a commercial motor vehicle which results in an employee's citation for a moving traffic violation when any person sustains bodily injury requiring medical treatment or when one or more motor vehicles must be towed from the scene of the occurrence.

2.2 The term "*alternative assignment*" shall mean assignment to a non-safety sensitive position of an employee who has been appointed to a safety-sensitive position, when he or she has been removed from that position as a result of a positive drug or alcohol test and has not been cleared by a substance abuse professional to return to the safety sensitive-position.

2.3 The terms "*being under the influence and having work performance impaired*" shall mean having a positive test result on any drug or alcohol test administered under the terms of this policy.

2.4 The term "*during the course and scope of employment*" shall mean being on any School District premises, operating any School District vehicle, or participating in any School District duty, program, or activity.

2.5 The term "*employees*" includes every person employed by the School District of Philadelphia who is assigned to a position within the Local 32BJ District 1201 bargaining unit.

2.6 The term "*positive*," when used in connection with a drug test, shall mean that based on a GC/MS (Gas Chromatography/Mass Spectrometry) analysis, in compliance with the procedures set forth in 49 C.F.R. Part 40, the test specimen contains drug metabolites at or above the levels established by the Federal Department of Transportation's Testing Guidelines. When used in connection with an alcohol test administered to safety sensitive Employees, the term shall mean a breath alcohol concentration at or above 0.02. When used in connection with an

alcohol test administered to non-safety sensitive Employees, the term shall mean a breath alcohol concentration at or above 0.04.

2.7 The term "*prohibited substance*" shall mean those substances identified in 49 C.F.R. § 40.21 (a), including marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

2.8 The term "*random test*" shall mean drug and alcohol tests administered to Employees holding safety sensitive positions when such Employees are selected by a random process whereby each employee subject to such testing has an equal chance of being selected each time selections are made.

An employee who is absent on an approved leave at the time of his or her selection for random testing shall be excused from random testing for that day only.

2.9 The term "*refuses to submit*" shall mean an employee's failure to provide adequate breath for alcohol testing or an employee's failure to provide adequate urine for drug testing within a reasonable period of time of at least two hours after reporting to the test collection site, without a valid medical explanation.

The term "*refuses to submit*" shall also mean the employee's engaging in conduct that clearly obstructs the testing process, including but not limited to efforts to adulterate a testing sample or refusal to sign any consent or waiver required by this policy.

2.10 The term "*safety sensitive position*" shall mean any position for which an employee holds a commercial drivers' license as a job requirement including school bus chauffeurs, and truck chauffeurs; the term shall also mean any position for which an employee is required to operate a commercial motor vehicle during the course and scope of employment, and shall specifically include bus and automotive fleet mechanics, building engineers, assistant engineers, and building engineer trainees.

2.11 The term "*self-referral*" shall mean a non-probationary employee's voluntarily identifying himself or herself (including through his or her Union representative) as requiring assistance in dealing with alcohol or drug dependency, provided that: the employee or his representative submits a completed self-referral form to the Administrator in charge of Employees Health Services before the School District receives a report of the employee's positive test result.

An employee who self-refers shall be referred to a substance abuse professional for evaluation.

An employee subject to pre-employment, probationary or post-accident testing may not make a self-referral. No employees may self-refer more than twice during the term of his or her employment with the School District of Philadelphia.

An employee who voluntarily identifies himself or herself as requiring assistance in dealing with an alcohol or drug problem after providing the results of a breath or urine testing sample shall not be considered a self-referral.

An employee's voluntary recourse to assistance for a substance abuse problem shall not in itself be considered either a self-referral under this policy or grounds for discipline.

2.12 The term "*substance abuse professional*" shall mean a licensed physician (Medical Doctor or a Doctor of Osteopathy) or a licensed or certified psychologist, social worker, employees assistance professional, or addiction counselor with knowledge or and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the certification requirements of 49 C.F.R. § 40.3.

3. Policy Statement

3.1 All of the premises and motor vehicles used by the School District of Philadelphia, whether owned, leased or temporarily under the control of the Board of Education for any program or activity of the School District of Philadelphia shall be maintained as drug-free workplaces.

3.2 In order to promote the welfare and well-being of students, staff members and other Employees of the School District, the following conduct is strictly prohibited:

The use of any prohibited substance or alcohol at any time during the course and scope of employment;

- The possession, manufacture, sale, distribution, or dispensing of any prohibited substance during the course and scope of employment;
- Being under the influence of or otherwise having work performance impaired by any prohibited substance or alcohol during the course and scope of employment;
- Performing the duties of a safety sensitive position within four hours after consuming alcohol;
- Consuming alcohol either within eight (8) hours after being involved in an accident involving a commercial motor vehicle, or before undergoing a post-accident alcohol test, whichever is sooner;
- The possession or use of any prohibited substance in circumstances which are expressly forbidden by federal or state law or regulations;
- Refusing to comply with the terms of this policy;
- Refusing to comply with the terms of a prescribed rehabilitation program or failure to remain continuously enrolled in a prescribed rehabilitation program until successfully completing such program when enrollment in such program is required by the terms of this policy.

4. Penalties

4.1 Policy Violation

Except as otherwise provided herein, an employee found to violate any provision of this policy shall be subject to discipline for just cause up to and including discharge.

When an employees who is subject to a random or reasonable suspicious drug test refuses to submit to the test or has a positive test result, he or she shall be subject to an unpaid, thirty-day suspension if he or she has previously violated this policy. Any subsequent violation shall result in discharge. The consequences under this subsection for policy violations involving random and reasonable suspicion tests are summarized in the chart. However, nothing in this policy shall preclude consideration of a positive test in connection with progressive discipline for just cause unrelated to this policy.

Occurrence	Safety Sensitive Positions	Non-Safety Sensitive Positions
	Non-Safety Sensitive Positions	
First Instance	<ul style="list-style-type: none">- Refer to SAP;- Return to work in safety-sensitive position if cleared by SAP; OR- Return to work in non-safety sensitive position for up to 90 days if cleared by SAP to return to work, but not in a safety sensitive position, with wage loss capped at 25%;- Mandatory use of sick leave if not cleared to return to safety sensitive position after 90 days.	<ul style="list-style-type: none">- Refer to SAP- Return to work when cleared by SAP;
Second Instance	<ul style="list-style-type: none">-30 Day Suspension; AND- Refer to SAP;- Return to work In safety-sensitive position if cleared by SAP; OR- Return to work in non-safety sensitive position for up to 90 days If cleared by SAP to return to work, but not In a safety sensitive position, without wage loss cap;- Mandatory use of sick leave until cleared to return to safety sensitive position If not cleared to return after 90 days.	<ul style="list-style-type: none">- 30 Day Suspension; AND- Refer to SAP;- Return to work when cleared by SAP;
Third Instance	Discharge	Discharge

4.2 Drug Possession

When an employee is found to be in possession of a prohibited substance or alcohol on School District premises such an employees may be subject to discipline for just cause up to and including discharge.

4.3 Drug Arrest

An employee who is arrested for possession, sale or manufacture of a controlled substance on or off School District property shall upon being afforded due process be suspended without pay. Such an employees may be subject to discipline for just cause up to and including discharge.

4.4 Drug Conviction

An employee convicted of a criminal drug offense in the workplace must, within five days thereof, give written notice of such conviction to the Executive Director of Human Resources. An employee convicted of possession, sale or manufacture of a controlled substance on or off School District property shall be subject to discipline for just cause up to and including discharge.

5. Enforcement / Drug Testing

In order to effectively enforce this policy, the School District shall implement a program of drug and alcohol testing as described in this section. Alcohol and drug tests required by this policy and all related procedures shall comply with the Drug Testing Guidelines promulgated by the Federal Department of Transportation as set forth at 49 C.F.R. Part 40.

5.1 Pre-Employment / Pre-Appointment Testing

All applicants for employment in any Local 32BJ District 1201 bargaining unit position who are not currently employed by the School District shall be required to submit to drug and alcohol testing prior to their employment.

Such applicants who are required to hold a commercial drivers' license shall also consent to the release of information to the School District by previous employers concerning their prior drug and alcohol tests.

If an applicant who is not yet employed by the Philadelphia School District refuses to submit to a pre-employment drug or alcohol test, refuses to consent to the release of drug or alcohol testing information from a previous employer, or has a positive test result, he or she shall be rejected for employment by the School District of Philadelphia.

Applicants for employment in safety sensitive positions, who are currently employed by the School District, shall be required to submit to drug and alcohol testing prior to their appointment (by promotion or otherwise) to any safety sensitive position.

If the applicant who is already employed by the Philadelphia School District refuses to submit to a pre-appointment drug or alcohol test or has a positive test result, he or she shall be disqualified from reapplying for the position for a period of one (1) year. If the applicant has a positive test result, he or she shall be denied appointment to the safety sensitive position and shall be subject to discipline up to and including discharge.

5.2 Probationary Testing

All new Employees shall be required to submit to a minimum of two unannounced drug and alcohol tests during their 180-day probationary period of employment.

A probationary employee who refuses to submit to a drug or alcohol test or who has a positive drug or alcohol test result shall be discharged.

5.3 Random Testing

All Employees holding safety sensitive positions, including probationary Employees subject to testing under section 5.2, shall be subject to random testing. Employees selected for random testing will be notified in writing of their selection for testing. An employees notified of his or her selection for testing shall report promptly to the designated specimen collection location.

A probationary employee who refuses to submit to a random test or who has a positive drug or alcohol test result shall be discharged.

Except as provided herein, at section 4.1 a non-probationary employees who refuses to be tested or who has a positive drug or alcohol test result shall be subject to discipline for just cause up to and including discharge.

5.4 Reasonable Suspicion Testing

Every employee in the Local 32BJ District 1201 bargaining unit shall be subject to reasonable suspicion drug and alcohol testing. The determination that reasonable suspicion exists to require an employees to undergo drug or alcohol testing must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employees. Observations that include indications of the chronic and withdrawal effects of controlled substances shall support a determination of reasonable suspicion. The required observations for reasonable suspicion. Testing shall be made by a supervisor who has been trained in accordance with 49 C.F.R. § 382.603.

An employee subject to reasonable suspicion testing will be transported to the sample collection site, and will be given the reasons for the request for the test in writing.

An employee who refuses to submit the test or who has a positive drug or alcohol test result shall be immediately suspended with pay pending a hearing, and shall be subject to discipline up to and including discharge.

5.5 Post-Accident Testing

Any employees involved in an accident during the course and scope of employment shall be subject to testing for alcohol or controlled substances. The alcohol test shall be administered as soon as practicable within 8 hours of the accident, and the controlled substances test shall be administered as soon as practicable within 32 hours of the accident. Employees shall be paid at applicable rates for all periods of time in which they are ordered to remain on duty in order to await and undergo testing.

If a decision is made to require testing, the employees will be given written direction to submit to testing. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident nor to prohibit an employee leaving the scene of an accident in order to obtain emergency medical assistance or medical care.

An employee who refuses to submit to the test or whose test result is positive shall be immediately suspended with pay pending a hearing, and shall be subject to discipline for just cause up to and including discharge.

5.6 Return to Duty Testing

Before an employee may be returned to duty in a regular or alternative assignment after making a self-referral or engaging in conduct prohibited by this policy, he or she shall submit to a drug and alcohol test administered by the School District.

An employee who refuses to submit to such a test or who has a positive test result shall not be returned to duty and shall be subject to discipline for just cause up to and including discharge.

Any employees who makes a self-referral or who has a positive result on any drug or alcohol test required by the terms of this policy and who is returned to duty in his or her regular assignment or an alternative assignment shall, following his or her return to duty, be subject to unannounced, follow-up drug and alcohol tests as directed by a substance abuse professional in accordance with the provisions of 49 C.F.R. § 382.605(c) (2) (ii) for a period of up to 60 months. At least six tests shall be administered within the first 12 months of the follow-up testing period. The substance abuse professional may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the substance abuse professional determines that such testing is no longer necessary. Testing after 12 months shall be extended in 12 month intervals at the discretion of the SAP, after reevaluation of the SAP.

Except as described herein at Section 4.1, an employee who refuses to be tested or who has a positive test result on any follow-up test shall be suspended with pay pending a hearing, and shall be subject to discipline for just cause up to and including discharge.

An employee whose regular assignment is to a safety-sensitive position and who is subject to follow-up testing shall continue to be subject to random testing.

6. Employees Assistance / Rehabilitation / Return to Duty -

6.1 Employees Assistance

The School District of Philadelphia encourages its Employees experiencing difficulties with drug or alcohol dependency or abuse to seek assistance in their efforts to control such problems, and to achieve rehabilitation.

The School District as part of a Drug and Alcohol Education Program shall provide each employees with information and referral sources to assist in identifying and obtaining assistance for substance abuse problems. However, it remains the employee's responsibility to initiate efforts to seek assistance prior to the stage at which his or her performance is impaired, and such impairment results in disciplinary action.

Employees are encouraged to seek assistance through other sources such as community and church groups, Local 32BJ District 1201 or public agencies.

Employees are encouraged to seek assistance through sources such as the School District's employees health programs, community groups, their health care providers, or public agencies. Upon request, the School District shall provide a list of referral sources to individual Employees, on a confidential basis.

6.2 Rehabilitation

An employee who engages in conduct prohibited by the terms of this policy shall be referred for evaluation by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance abuse. However, nothing in this section shall be construed to preclude discipline for just cause up to and including discharge of an employee who violates any provision of this policy.

6.3 Return to Duty

An employee who has been referred for evaluation by a substance abuse professional or has voluntarily enrolled in a rehabilitation program shall not be eligible to be returned to duty until so certified by the substance abuse professional or rehabilitation program.

6.3.1 In order to be eligible for return to duty under the terms of this policy an employees evaluated by a substance abuse professional shall comply with any rehabilitation program prescribed by the substance abuse professional who makes the evaluation.

6.3.2 An employees who has been evaluated by a substance abuse professional and is returned to duty shall not be assigned to a safety sensitive position until cleared by the SAP. Until he or she is cleared to return to a safety-sensitive position, an employee shall be placed in an

alternative, non-safety sensitive position for up to ninety (90) days after his or her evaluation.

- 6.3.3 An employees who enters a rehabilitation program as a self-referral and is assigned to a non-safety sensitive position shall suffer no loss in salary during his or her alternative assignment. An employee who is otherwise referred to a rehabilitation program shall have his or her salary reduced in accordance with the terms of section 6.3.4).
- 6.3.4 During alternative assignment to a non-safety sensitive position an employees shall suffer no more than a twenty-five percent (25%) salary reduction for the first ninety (90) days of the assignment.

Full time Employees shall be required to work eight (8) hours per day performing productive work. Part-time Employees shall be required to work a minimum of four (4) hours per day.

An employee who has not been cleared by the SAP to return to his or her safety-sensitive position after ninety (90) days in an alternative assignment, shall be required to take sick leave:

7. Usage of Sick Leave

7.1 Employees are encouraged to exercise early, voluntary recourse to an assistance program, before impairment becomes a reason for discipline. An employee shall be permitted to use accrued sick leave and wage continuation benefits in order to receive in-patient or out-patient rehabilitation services provided that he or she complies fully with all School District regulations with respect to use of leave for personal illness.

7.2 An employee who takes sick leave to enroll in a rehabilitation program and is entitled to receive accrued sick leave and wage continuation benefits bears sole responsibility for the cost of any rehabilitation program over and above that which is paid for by the employee's health insurance.

7.3 An employee who is enrolled in a rehabilitation program shall provide the School District with written authorization for the program to release to the Administrator in charge of Employees Health Services or his or her designee such information as may be necessary to monitor the employee's progress in the program.

8. Education

Because alcohol and drug abuse pose a threat to Employees' fitness for duty and endanger the School District's operations and the public, the School District shall provide education regarding substance abuse.

8.1 Drug and Alcohol Education and Prevention Program

The School District shall establish contemporaneously with its implementation of this policy and shall maintain a Drug and Alcohol Education and Prevention Program. ("DAEPP").

The DAEPP shall educate Employees about the effects and consequences of drug and alcohol abuse. The DAEPP is designed to help motivate Employees to understand the problems involved in using alcohol and drugs and the ways that such use compromises their capacity to function both on and off the job.

As part of this Program, the School District shall provide each current employee and each employee subsequently hired or transferred into a position within the Local 32BJ District 1201 bargaining unit with a copy of this policy.

✓ In addition to a copy of this policy, printed materials and training shall be annually provided to Employees. At least sixty minutes of training on alcohol misuse and an additional sixty minutes of training on controlled substances use shall be offered to Employees. The training shall include a clearly understandable and specific discussion of the following:

the identity (including the location and telephone number of the person(s) designated by the School District to answer employees questions about this policy;

the job classifications that are subject to the provisions at Section 5.3 of the policy the employees conduct that is prohibited by this policy, including when and how an employees is required to be in compliance with this policy;

the circumstances under which an employees will be tested for alcohol and/or controlled substances under this policy, including post-accident testing;

the procedures that will be used to test for the presence of alcohol and controlled substances, protect the confidentiality of the Employees who are subject to testing and the integrity of the testing process, safeguard the validity of the test results and ensure that those results are attributed to the correct driver;

the requirement that Employees submit to alcohol and controlled substances tests as required by this policy;

an explanation of what constitutes a refusal to submit to an alcohol or controlled substances test and the attendant consequences;

information concerning the effects of alcohol and controlled substances use on human health;

signs and symptoms of an alcohol and/or controlled substances problem;

intervention strategies regarding suspected abuse of alcohol or controlled substances;

Resources available to Employees in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the name(s), address(es) and telephone number(s) of substance abuse professionals and counseling and treatment programs.

8.2 Annual Certification of Training

The Employer shall annually certify to Local 32BJ District 1201 that it has offered the required training as set forth in this Section. The Employer acknowledges and agrees that the educational and training requirements set forth in this policy are essential conditions to implementation of the remaining provisions of this policy.

The DAEPP shall educate Employees about the effects and consequences of drug and alcohol abuse. The DAEPP is designed to help motivate Employees to understand the problems involved in using alcohol and drugs and the ways that such use compromises their capacity to function both on and off the job.

8.3 Joint Labor-Management Committee

A joint labor-management committee shall be formed within sixty (60) days to oversee the development and implementation of this Program. The Committee shall periodically review and if needed, revise the training program's materials and/or schedule(s) in order to accomplish the objective of this program and applicable laws.

8.4 Supervisory Training

Employees who are designated to determine whether reasonable suspicion exists to require an alcohol or drug test under this policy shall be trained as to the physical, behavioral, speech and performance indicators of probable alcohol misuse or the use of controlled substances as set forth in 49 C.F.R. § 382.603.

9. Testing Procedures

9.1 Compliance with DOT Regulations

The testing procedures implemented under this policy shall conform to the regulations promulgated by the Federal Department of Transportation and published at 49 C.F.R. Part 40.

9.2 Call Out

When an employees is required to submit to a drug or alcohol test required under sections 5.4 and 5.5 of this policy, (*i.e.* Reasonable Suspicion and Post-Accident Tests) if the employees has already reported to work, he or she shall be ordered to cease work and accompany a management representative to the collection site. The employees shall not operate any vehicle to transport him or herself to the collection site.

9.3 Verification of Identity

When an individual arrives at the collection site, he or she shall verify his or her identity to the collection site personnel by presentation of a School District identification card or other picture identification such as a drivers' license.

9.4 Collection Procedures

Precautions shall be taken to ensure that a urine specimen is not adulterated nor diluted during the collection process as outlined 49 C.F.R. § 40.25.

Consistent with the DOTs Testing Guidelines, the employees shall be instructed to provide at least 45 ml of urine in a single use collection container. The collection site person, in the presence of the employees, after determining specimen temperature shall pour the urine into two separate specimen bottles. The primary test specimen shall contain at least 30 ml. of urine. At least 15 ml. shall be used for the split sample specimen.

9.5 Chain of Custody

A standardized chain of custody form shall be executed by all persons who handle the specimen. The collection site person shall complete the chain of custody form after the specimen has been collected.

Employees' Notice of Self-Referral

Instructions: Please print your name, social security number, position, and work location. Check the boxes that apply to you, and then sign and date the form.

TO: Administrator of Employees Health Services

From: {employee's name}

Subject: Notification for Self-Referral

I am submitting this notice as a self-referral which means I am voluntarily seeking assistance in dealing with an alcohol/drug dependency problem. I understand that I shall be referred to a substance abuse professional for evaluation. I also understand that under the School District of Philadelphia/Local 32BJ District 1201 Policy on Substance Abuse, I can self-refer only twice during the term of my employment with the School District of Philadelphia.

I understand that as an employee with a commercial driver's license, I am still required to submit to testing, in accordance with Department of Transportation (DOT) regulations.

Employee's Social Security Number

Position

Location

Employee's Signature

Date

APPENDIX "J"

ATHLETIC FIELDS & OFF-SITE LOCATIONS

<u>Assignment</u>	<u>Off-Site Location(s)</u>
Central	Central High
Dobbins	Ethal Allen, E. Rhodes, W. Penn
Edison	Waco Building
Frankford	Harding, Solis-Cohen
Girls High	Pickett, Widener Front Lawn
Lincoln	Austin Meehan, Pollock, Lincoln Front Lawn
Marcus Foster	Steel
M. L. King	J. E. Hill, Ada Lewis
Northeast	Fox Chase, Rhawnhurst
Olney	Finletter
Roxborough	Lankenau
Washington	Baldi, Losche, Comly
West Phila.	Mya Parkway

The School District of Philadelphia, an equal opportunity employer, will not discriminate in employment or education programs or activities, based on race, color, religion, age, national origin, ancestry, physical handicap, sex, sexual orientation, union membership, or limited English proficiency. This policy of non-discrimination extends to all other legally protected classifications. Publication of this policy in this document is in accordance with state and federal laws including Title IX of the Education Amendments of 1972 and Sections 503 and 504 of the Rehabilitation Act of 1973. Inquiries should be directed to the Equal Opportunity Compliance Officer, School District of Philadelphia, Third Floor, 440 N. Broad Street, Philadelphia, PA 19130.

APPENDIX "K"

The Partnership Agreement

This Partnership Agreement is agreed to by the School Reform Commission ("SRC") and Local 32BJ ("the Union") to govern terms and conditions at all schools and school district buildings. The SRC and the Union share the common mission of providing all school children with a clean, healthy and safe learning environment. To that end, the goals of the Partnership Agreement are as follows:

- to meet or exceed expectations of a clean, safe and orderly learning environment, as measured against standards and customer satisfaction;
- to obtain effective workforce coverage on a daily basis;
- to provide services at comparable or lower costs than commercial rates for comparable buildings served by 32BJ;
- to increase partnership between the School District of Philadelphia ("District") and the Union.

This Partnership Agreement shall modify the collective bargaining agreement ("CBA") between the SRC and the Union to the extent that the Partnership Agreement's terms differ from the terms provided for in the CBA.

1. The SRC shall convene senior Facilities leadership along with a representative designated by the Union ("the Coordinating Committee"), no later than two weeks after the execution of this Agreement to develop a Plan of Work for all schools and buildings with a targeted implementation date of September 1, 2017. The Plan of Work shall include performance goals, appropriate staffing and other resource allocations, standard shifts and schedules for the daily operations, tasks at all schools and buildings, assessment tools, and a preventive maintenance program. Plans of work shall be structured such that cleaning in schools and buildings meet or exceed APPA Custodial Staffing Guidelines for Educational Facilities.
2. The Coordinating Committee shall meet as it deems appropriate. In establishing and carrying forward the Coordinating Committee, the SRC does not waive its rights set forth in Article XI, section 1, of the CBA.
3. In establishing and carrying forward the Plans of work, the parties acknowledge the following core principles:
 - a. All BEs, cleaners and custodial employees at schools and buildings will be responsible for the cleaning and minor maintenance inside and outside of their assigned school or building. Such employees may be assigned work for which they are trained and competent to perform without regard to classification. To the extent feasible, taking into account employee

competencies, overtime shall be assigned equitably between and within classifications.

- b. The daily sequencing and assignment of particular tasks, where not dictated by the Plan of Work, shall be subject to the priorities determined by the Principal and the BE. The BE shall notify the Facilities Area Coordinator by email promptly if he or she believes that any direction from the Principal jeopardizes the health and safety of the school children or violates governing fire or safety codes, or public law.
- c. The Coordinating Committee shall develop a process and procedure to meet unanticipated/unscheduled assignments or to replace absent employees by which cleaners and custodial employees may be temporarily assigned to another school or building to perform duties during their regular shifts. The Coordinating Committee shall establish a procedure to coordinate with the BE s the assignment of cleaners and custodial staff between schools and buildings. Travel time between schools and buildings shall be treated as work time in accordance with law.

4. Building Engineers

- a. The SRC places great emphasis on on-site leadership (Building Engineers), team-based performance and single school culture, complemented with regional oversight by District designated supervisors. The BE at each school or building should perform multiple tasks daily to ensure compliance with the Plan of Work. Moreover, the BE plays a valuable role in establishing (and maintaining) good relations between the cleaning and custodial employees and the principal or building supervisor, which creates and fosters a bond dedicated to achieving mutual objectives.
- b. On a daily basis, the BE will perform, among others, the following tasks in consultation with the school's principal or building supervisor:
 - i. Plan and schedule the flow of work;
 - ii. Organize equipment and supplies;
 - iii. Assign, distribute, direct and coordinate work activities;
 - iv. Control costs;
 - v. Promote safe working conditions;
 - vi. Encourage open lines of communication; and
 - vii. Recognize employees for superior performance.

- c. The role of the District designated supervisors is to ensure that the BE s, cleaners and custodial employees meet the needs of the schools and buildings. The supervisor performs monthly inspections and is a critical liaison between the cleaning and custodial employees, the BE, the principal and the Coordinating Committee.

5. Training and Professional Development

- a. The success of the Partnership Agreement depends on the knowledge, skills, innovation, creativity, motivation and attitudes of all employees and partners. The Partnership Agreement seeks to develop a cohesive team of employees who are multifarious in their daily work assignments.
- b. At the direction of the Coordinating Committee, the Partnership Agreement will include enhanced communication, policies, recognition, training and professional development opportunities, such as:
 - i. Review of expectations at start of every shift to improve communication and establish a connection to the larger school climate and environment;
 - ii. Career development via opportunities to access specialized training and get involved with job-related and professional organizations. Participation in these activities will support potential to advance;
 - iii. New hire training and ongoing training in safety, customer service, supervisory and management skills, and technical skills enhancement for all staff. On the job training also provided;
 - iv. Both formal and informal assessment methods will be utilized to measure employee well-being, employee satisfaction and motivation. Assessment findings will help identify priorities for improving the work environment, employee support climate and the supervisor's effectiveness; and
 - v. Employee recognition programs for individuals.

6. Evaluation

- a. The Coordinating Committee shall develop accountability and productivity standards for the schools and buildings that will provide guidelines for measuring individual work activity and the effectiveness of the overall team approach. To support this, work performance standards and/or benchmark standards will be assigned for each task. These standards will be based on conventional tasks with acceptable completion times allocated for each one.

Standards for cleaning shall meet or exceed the APPA Custodial Staffing Guidelines for Educational Facilities.

Standards for maintenance shall meet or exceed criteria to be established by the Coordinating Committee.

- b. The Coordinating Committee shall issue a report, in a form to be determined, every three months, to assess whether a school or building has met the targets and objectives established in the Plan of Work. Criteria may include, among other things:
 - i. Building systems and infrastructure are maintained and operating at a level of reliability and satisfaction;
 - ii. The condition and cleanliness of the facility is kept with the image and standards adopted and set forth;
 - iii. Customer satisfaction measures to ensure the level of service are consistent with the needs and requirements of the customer; and
 - iv. Managers and supervisors must communicate with the needs of the administrators.
- c. The Coordinating Committee shall develop a survey of principals and staff to measure customer satisfaction at all schools and buildings.
- d. The Coordinating Committee shall develop a Facility Condition Assessment Rubric to be used to determine whether individual schools and facilities are meeting their Plans of Work, and guidelines for use of this tool to enforce standards set in Plans of Work.

APPENDIX "L"

ABSENCE GUIDELINES

The parties agree to the establishment of Absence Guidelines for bargaining unit members. In the event that the Philadelphia Federation of Teachers ("PFT") and the District agree to adopt an absence policy that differs from the Absence Guidelines, then the parties agree to adopt the PFT-District absence policy, which shall immediately supersede and replace the Absence Guidelines for bargaining unit members. For any other modifications to the Absence Guidelines, the parties shall meet regarding any proposed modifications and any agreed upon modifications shall be effective immediately.

ABSENCE GUIDELINES

Daily attendance is an important factor to achieve quality work results and consistently perform at a high level. The instructional process is supported by continuity of all staff at their assigned positions. It is also understood that illness and emergencies occur and personnel must take off from work. The guidelines are, therefore, designed to help managers use their good judgment as they monitor staff attendance.

1. Absences as a result of personal illness or illness in the family will be reviewed using the following guidelines.
2. An absence of one day is treated as one (1) occurrence.
3. An absence of two (2) or more consecutive work days will be treated as a single occurrence. An employee absent four (4) or more consecutive workdays will need to provide verification from a physician on form SEH-3. If bargaining agents representing a majority of the employees of the School District agree, then SEIU Local 32BJ, District 1201 shall agree as follows: An absence of two (2) or more consecutive work days will be treated as two (2) occurrences, with the first day absence counted as one (1) occurrence and the second (2nd) and any additional consecutive work day absences counted as a second (2nd) occurrence.
4. Upon reaching the third (3rd) occurrence in an employee's work year, the employee will receive informal counseling, a note on SEH-90 that the counseling took place and a memo to the employee to document the counseling.
5. Upon reaching the fifth (5th) occurrence in an employee's work year, the employee will receive a warning memo, attached to SEH-90, and the memo will be placed in the employee's school/office file.
6. Upon reaching the seventh (7th) occurrence in an employee's work year, the employee will receive an SEH-204, attached to the SEH-90 and the fifth (5th) occurrence memo, and the SEH-204 will be placed in the employee's school/office file; a conference will be scheduled with representation; the documents will be forwarded to the Manager for transmittal to the employee's official file.

7. Upon reaching the ninth (9th) occurrence in an employee's work year, the employee will receive an SEH-204, attached to the SEH-90, the seventh (7th) occurrence SEH-204, and the fifth (5th) occurrence memo; the employee will be recommended for suspension; a conference will be scheduled with representation; the documents will be forwarded to the Hearing Officer for the Office of Talent and Development. The documents will be forwarded to the employee's official file if the recommendation for discipline is upheld.
8. If an employee exceeds nine (9) occurrences in an employee's current work year, the employee will be terminated.
9. If an employee received an SEH-204 for attendance in the previous work year, and his/her attendance fails to improve, the employee's attendance record will be reviewed for possible disciplinary action. The calculation of occurrences shall start anew for any employee who has six (6) or less occurrences in the preceding work year.
10. In the case of twelve-month employees, the number of days and/or occurrences listed in paragraphs 4-8 shall be increased by one.
11. Pattern absences are defined as a series of absences which occur on the work day before or after a scheduled day off or a holiday.
 - a. Any employee with two (2) pattern absence occurrences in the employee's work year will receive a written warning memo, attached to an SEH-90, and the memo will be placed in the employee's school/office file.
 - b. An employee with three (3) pattern absence occurrences in the employee's work year will receive an SEH-204, attached to the SEH-90, and the SEH-204 will be placed in the employee's school/office file; a conference will be scheduled with representation; the documents will be forwarded to the Manager for transmittal to the employee's official file.
 - c. If an employee reaches four (4) pattern absence occurrences in the employee's work year, then the employee's absence record will be reviewed for possible termination; the employee will receive an SEH-204, attached to the SEH-90; a conference will be scheduled with representation; the documents will be forwarded to the Hearing Officer for the Office of Talent and Development. The documents will be forwarded to the employee's official file if the recommendation for discipline, up to and including termination, is upheld.
12. Pattern absence occurrences will be counted as occurrences the same as those in Items Nos. 3 through 8 and are not separate and apart. Therefore, any employee can be terminated at the accumulation of four (4) occurrences of pattern absence or a combination of any pattern absence occurrences and absence occurrences totaling ten (10) for a ten (10) month employee and eleven (11) for a twelve (12) month employee in a work year.
13. Employees are expected to following the appropriate call in procedures for absences.

SIDE LETTERS

Building Engineers

The Parties agree that Building Engineers will no longer be required to staff twenty (20) District buildings as agreed upon by the Parties.

The building engineer bid scheduled for October 2016 will not occur. Building engineers who would have been eligible to bid in the October 2016 bid will receive a payment of \$1,000 as a one-time, non-precedential payment.

Transportation Managers

The School District may utilize an outside entity to manage Transportation Department operations and supervise bargaining unit employees. Current Transportation Department employees will remain employees of the School District, and all terms of the Collective Bargaining Agreement and the School District practices and rules will continue to apply. The School District will have the exclusive authority to determine disciplinary penalties and address any resulting grievances or arbitrations.

Supplemental Workforce

new The Parties agree that any use of a contracted supplemental workforce for painters will not erode the overtime of bargaining unit painters.

Subcontracted Work

As soon as practicable following the ratification, the Parties agree to meet and discuss whether the work currently performed by GCA/TUCs in certain high schools can be returned to the District bargaining unit based on respective economies and other factors.

Health and Welfare Fund

In the event the union confirms and discovers savings with respect to the benefits provided by the Health and Welfare Fund, the Parties agree to meet and discuss any potential savings with the understanding that the majority of such savings will be utilized to benefit the bargaining unit members in a manner determined by the Parties.

Wages

If at any time during the term of this Agreement, the District and the PFT reach an agreement that contains a bonus or across the board wage increases that exceed the bonus or across the board wage increases provided for in this Agreement in total, and that are not offset by other economic adjustments that reduce the value of the PFT bonus and increases to that provided for in this Agreement, the terms of agreement should be adjusted to reflect the higher PFT rates in the affected year.

new

Apprenticeship Program

Within 90 days of ratification, the Parties agree to meet and discuss the creation of an apprenticeship program.

Assistant Building Engineer Job Classification

The Parties agree to meet and discuss within 90 days of ratification the creation of an Assistant Building Engineer job classification.

Bus Chauffeurs

The Parties agree that the thirty (30) most senior Regular Part-time Bus Chauffeurs shall become Regular Full-time Bus Chauffeurs effective September 1, 2016, and shall be assigned to work the same schedule as Regular Full-Time Bus Chauffeurs employed prior to ratification of this agreement.

INDEX

Absence	
building engineer	26, 28
guidelines	152
phone log.....	37
reporting	37
Accident Review Board	10
Accountability, productivity standards	150
Acting position.....	66
ADVANTAGE system	4
Amendments, Trust Agreement	62
American Arbitration Association	7
Anecdotal Record	
destruction of	21
Anecdotal Record,issuance	21
Anecdotal, conference.....	21
Arbitration.....	7
Asbestos Workers	
License	24
weight belts	24
Assistant Building Engineer Job Classification.....	155
Attendance	52
Automatic plants, operating duties	28
Benefits	51
Bidding	
Bus and Truck Routes	84, 87, 88
Chauffeurs.....	87
Cleaning Leader	81
Cleaning Leader II	81
Cleaning Leader III	81
Custodial Procedures	126
Multiple Handicapped Non-Ambulatory Route (MH)	85
Opening.....	85
Part-time Bus Routes	84
Regular Full Time Bus Route	85
Regular Truck Route.....	86
School Aide I	92
Summer Bus Routes.....	84, 86, 87
Truck Chauffeurs	84
Widener Memorial Bus Route	85
Bidding, Stock Clerk, furniture moving	83
Board of Education	4
Board Prerogatives.....	1
Boiler Safety Subcommittee	10
Boiler, high pressure	27
Breaks	

bus attendants.....	32
school aides.....	32
Building Construction Inspectors	5, 16, 38, 63, 95
Building Construction Inspectors I.....	1
Building Construction Inspectors II.....	1
Building Engineer	
bid	154
job classification	39, 71, 133
license	24
licensed classification	78
non-licensed classification.....	82
training	75
Building Inspectors	38, 45
Building Operations, Joint Committee	10
Bulletin Board.....	12
Bumping Rights	68
Bus Attendants	14
bus route does not operate.....	32
commuting expenses.....	33
non-public school bus routes	33
Bus or Truck Routes, interim bid.....	87
Bus Routes	
multiple handicapped.....	88
part-time.....	84
regular full-time	84
special	88
summer.....	84
Widener Memorial.....	84
Buttons, union	13
Cafeteria, cleaning	28
Calendar	14
non-public school.....	14
Ceiling Tiles, Replacement.....	26
Chauffeurs, Qualifications.....	84
Chief Executive Officer.....	4
Children's Health Initiative.....	61
Classification.....	4
Classification of Building, Joint Committee.....	11
Cleaning	
grounds.....	29
group clean.....	28
levels	26
vertical.....	29
Cleaning Personnel, Salaries.....	39
Closing, inclement weather.....	48
Complaints	6

Contracting Out Work.....	17
Custodial Assistants, assignment.....	18
Custodial Employees	4
Custodial Employees, reassignments.....	126
Death of a relative.....	53
Debris, removal of	27
Definitions	
general.....	4
transportation	85
Delivery Assistance	
truck	36
van.....	36
Delivery of supplies	26
Department.....	4
Departmental Seniority	65
Discontinuance, departmental reduction/relocation.....	68
Dismissal of school	48
Displaced Employee	69
Driver Training Instructors, seniority list	70
Drugs or intoxicants.....	20
Dues deduction.....	2
Duration of Agreement	98
Duties, Building Engineer.....	26
Duty schedule, school aides, bus attendants	32
Emergency Closings	48
Employees, definitions.....	4
Employees, representation	36
Energy Money.....	133
Entirety of Agreement.....	97
Evaluation, non-ambulatory children.....	35
Examinations	
B Mechanics.....	67
eligibility list	5
notice.....	18
oral	18
oral recording.....	19
review.....	19
Union Advisory Committee.....	11
Extra Drivers.....	36
Failure of the bus to operate.....	32
Fair Practices.....	9
Fair Share Payment	3
Fireman training.....	129
Fleet Mechanics, Tools	34
Foul Weather Gear	
Driving Training Instructors	34

fleet mechanics.....	34
transportation	34
Transportation Instructors	37
Freeze, job.....	19
Furniture, moving	26
Gloves	16
Grass, cut and maintain.....	28
Grievance	
definition.....	6
procedures	6
Grievance procedure	6
Group Clean	28
Handicapped Children, carrying	35
Hazardous condition	15
Health and Accident Insurance	52
Health and Welfare Fund	55
Hearing, Grievance	8
Heating Season.....	30
Holidays	14
Regular part-time bus chauffeurs.....	14
Hours of Work	
Building Engineers.....	44
Building Inspectors	45
Bus Attendants	46
Chauffeurs.....	46
Custodial	47
Duplicating and Audio-Visual	45
engineering and cleaning	44
Four Day Ten Hour Shift.....	41
General Cleaner	44
Maintenance	40
Print Shop.....	45
School Aide I, II.....	46
School Aide III.....	46
Warehouse.....	45
Incidental Work	
Environmental employees.....	25
Maintenance.....	25
Inclement Weather, compensation.....	48
Industrial Relations Committees.....	9
Information to Union	17
Insurance premiums	51
Job Classification	
Appendix.....	99
evaluation	19
new	19

Job Freeze	19
Joint Committee	10
Keys, issuance	29
Landscape Department	28
Layoffs	68
Layover, buses	35
Leave for Union business	12
Leave regulations	52
Legal Services Fund	59
Liability, Bus Attendants and School Aides	33
License, Bus and Truck Chauffeurs	37
License, Pest Control Workers	24
Life Insurance	51
Lockers, employees	15
Long-term Substitute	
definition	4
rights	53
Lunch Period, Paid	30
Maintenance	
assignment	23
consolidation	11
mechanic	23
Maintenance and Operations	130
Maintenance Department	5
Maintenance of Membership	2
Mechanic, Class B, advancement	67
Medical	
Examination	51
Insurance	65
Meetings	10
Meetings, location	12
Method(s) of Cleaning	28
Mileage Allowance	16
Negotiating Committees, Meetings	11
Night Cleaning, third shift	44
Night Shift Differential	49
No Reprisal Clause	97
Non-ambulatory pupils, assistance	33
Non-School District Employees	68
Notice for Disciplinary Conferences	18
Notice, Grievance Hearings	7
Orientation, New Building Engineer	79
Overpayment	20
Overtime Pay	47
Apprentices	49
Equitable distribution	49

Maintenance.....	41
Part-Time Bus Chauffeurs	
Bidding.....	84
Employment.....	46
Regular.....	86
Pay Progression.....	4
Pay step.....	4
Payroll Inquiries, recovery.....	20
Per Diem Substitute.....	5
Personal Leave.....	52
Personnel File.....	18
Pest Control Workers, license fee.....	24
Physical limitations	
Bus Chauffeurs.....	59
employees.....	59
Plastic liners.....	29
Plows.....	27
Plumber, Certificate.....	40
Pony Express, bins.....	36
Privatized Schools, displaced employees.....	70
Probation, disciplinary.....	20
Probationary Period	
benefits.....	65
Bus Chauffeurs.....	65
other employees.....	65
Promotional Examinations.....	18, 19
Provisionally Appointed Employees.....	5
benefits.....	5
Purchases, out of pocket.....	28
Reassignment	
custodial employees.....	126
layoff.....	66
Recall from layoff.....	66
Recognition of the Union.....	2
Red-Circled Rate, Bus Attendant, School Aide I.....	93
Released, for meetings.....	95
Representation, conference.....	82
Resolution of Differences.....	9
Review Committee.....	128
Rights of the Union.....	12
Safety Committee.....	10
Safety Equipment.....	16
Safety Shoes.....	24
Asbestos Workers.....	24
Audio-Visual employees.....	22
Building Inspectors.....	38

Cleaning Leaders	30
Custodial Assistants	30
General Cleaners	30
Transportation and Maintenance	36
Transportation Instructors	37
Salaries	39
Sanitary Facilities, availability	15
Saving Clause	97
Schedules	
cleaning leaders	44
custodial assistants, building engineers, cleaning leaders	44
Landscaping and Fields Department	31
School Aide III, schedule	32
School Aides and Bus Attendants	32
School Aides Bus Attendants, Liability	33
School Aides I, late bus arrival	32
School District Seniority	65
School Reform Commission	5
Security, token truck	37
Seniority	
School District	65
Seniority	
transfer	66
Shift Differential	44
Shop Stewards	94
Sick Leave	52
Smocks	32
Snow Removal	27
Special Status Chauffeur	87
Stock Clerks	67
Substitute Service	
bus	88
Custodial Assistant or General Cleaner	28
School Aides and Bus Attendants	11
Superintendent	5
Supplies	
delivery areas	26
distribution	26
Suspended License	37
Suspension, immediate	20
Ten month Employees paid over twelve months	40
Termination Pay	59
Toilet Facilities, cleaning	30
Tool-Carrying Allowance	16
Tools, issuance of	22
Training	71

Building Engineers.....	75
Fireman	129
School Aides	74
School Aides Bus Attendants.....	74
Transportation Instructors	74
Training Committee	73
Transportation Department	5
Transportation Expenses	16
Transportation Instructors, uniforms	37
Truck Route, regular	84
Uniforms, Bus and Truck Chauffeurs	34
Uniforms, Maintenance employees, General Cleaners, Custodial Assistants and Building Engineers	30
Uniforms, Stock Clerks and Warehouse Helpers	22
Union.....	5
Leave	12
membership	2, 9, 147
rights	7
Vacancy.....	5
Vacations.....	63
Vertical Cleaning	29
Warehouse Department.....	5
Warehouse Truck Helpers.....	34
Weight Belts.....	24
Work location.....	5, 70
Work Rules	14
Workmen's Compensation.....	55, 58