

Collective Bargaining Agreement
By and Between
Shaler Area School District

and
Teamsters Local Union No. 205
representing
**Full-Time and Part-Time Secretaries,
Clerks, And Aides of Shaler School District**

July 1, 2023 – June 30, 2028

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AGREEMENT

Made and entered into this 1st day of July, 2023 by and between the SHALER AREA SCHOOL DISTRICT, hereinafter referred to as the "District," and TEAMSTERS LOCAL UNION 205 of Pittsburgh, Pennsylvania, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union."

WITNESSETH:

ARTICLE NO. I - RECOGNITION

The District recognizes the Union as the sole and exclusive representative of all of its employees in that unit certified by the Pennsylvania Labor Relations Board in Case PERA-R-5920-W and defined as follows:

"In a subdivision of the employer unit comprised of all full-time and regular part-time secretarial and clerical employees, teachers' aides and library aides; and excluding all casual employees, management level employees, supervisors, confidential employees and guards as defined in the Act."

The Provisions of this Agreement shall not be applicable to temporary employees. A temporary employee is defined as an employee who has been hired by the Shaler Area School Board as a temporary employee and is not to perform work on a regular and permanent basis for a period of more than sixty-five (65) consecutive work days, days off for sickness and other excused absences excluded. A temporary employee shall not have the seniority or enjoy the other benefits that regular employees enjoy under this Agreement.

ARTICLE NO. II - DUES CHECK-OFF AND FAIR SHARE FEES

- A. The Employer agrees to deduct monthly Union Dues, fees, and/or uniform assessments of the Local Union from the first pay of each month of any employee from whom written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which deduction is made.
- B. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deductions of money for all Union dues and/or assessments under this Article.

ARTICLE NO. III - JOB CLASSIFICATIONS AND WAGE RATES

- A. The following are the job classifications of the employees covered by the Agreement and the basic hourly wage rate of compensation such employees shall be paid in

their respective job classifications. It is understood, however, that no compensation or wages in this Agreement shall be construed as other than a minimum, and no maximum wage shall be set for any classification or employee.

Class I	
Accounts Payable Clerk Administrative Secretaries* Benefits Clerk Information Systems <u>Education/Guidance Secretaries **</u> Printing and Graphics Specialist Registrar Substitute Services/Human Resources Clerk CNA	*Athletic Director's/Buildings and Grounds Secretary, Transportation/Accounts Payable Secretary, Director of Pupil Services Secretaries, Director of Curriculum and Technology Secretary, Buildings and Grounds Secretary **Includes, Attendance Clerks, Activities Secretaries, and Guidance Secretaries
Class I-A	
RN LPN	
Class II	
Library Aides Printing Clerk Paraprofessionals	

Central Office employees (Benefits, Accounts Payable, Technology, Transportation, Substitute Service and Student Services) shall receive a wage increase upon completion of one (1) year in a defined role as listed below.

- B. It is understood and agreed that all employees shall receive across-the-board increases over the term of this Agreement as follows:

Year	Class I/II/IA	Central Office
2023-24	\$.70	\$1.00
2024-25	\$.65	\$1.00
2025-26	\$.65	\$1.00
2026-27	\$.65	\$1.00
2027-28	\$.70	\$1.00

All employees who are earning above the base rate shall be considered "red circle" employees.

- C. A two tier wage scale is adopted with the second tier to apply to all employees hired on a permanent after July 1, 1996. The second-tier wage scale shall apply to each newly hired employee until the employee completes ten full years of employment from the employee's permanent date of hire.

2023-24*First tier wage scale:*

Class I - \$25.70 per hour – Base
Class II - \$25.45 per house – Base

Class IA - \$26.30 per hour – Base
Central - \$26.00 per hour – Base

Second tier wage scale:

Class I - \$19.30 per hour – Base
Class II - \$19.10 per hour – Base

Class IA - \$19.90 per hour – Base
Central - \$19.60 per hour – Base

2024-25*First tier wage scale:*

Class I - \$26.35 per hour – Base
Class II - \$26.10 per house – Base

Class IA - \$26.95 per hour – Base
Central - \$27.00 per hour – Base

Second tier wage scale:

Class I - \$19.95 per hour – Base
Class II - \$19.75 per hour – Base

Class IA - \$20.55 per hour – Base
Central - \$20.60 per hour – Base

2025-26*First tier wage scale:*

Class I - \$27.00 per hour – Base
Class II - \$26.75 per house – Base

Class IA - \$27.60 per hour – Base
Central - \$28.00 per hour – Base

Second tier wage scale:

Class I - \$20.60 per hour – Base
Class II - \$20.40 per hour – Base

Class IA - \$21.20 per hour – Base
Central - \$21.60 per hour – Base

2026-27*First tier wage scale:*

Class I - \$27.65 per hour – Base
Class II - \$27.40 per house – Base

Class IA - \$28.25 per hour – Base
Central - \$29.00 per hour – Base

Second tier wage scale:

Class I - \$21.25 per hour – Base
Class II - \$21.05 per hour – Base

Class IA - \$21.85 per hour – Base
Central - \$22.60 per hour – Base

2027-28*First tier wage scale:*

Class I - \$28.35 per hour – Base
Class II - \$28.10 per house – Base

Class IA - \$28.95 per hour – Base
Central - \$30.00 per hour – Base

Second tier wage scale:

Class I - \$21.95 per hour – Base
Class II - \$21.75 per hour – Base

Class IA - \$22.55 per hour – Base
Central - \$23.60 per hour – Base

ARTICLE NO. IV – MANAGEMENT RIGHTS

- A. The District has the exclusive right and power to manage, control and conduct its business; to plan and direct the working forces, including the right to hire, suspend, discharge, promote, demote, schedule and transfer its employees; and to make rules relating to operation as it deems advisable, subject, however, to other provisions of this Agreement and past practices.
- B. Volunteers — It is recognized that the School District may use volunteers in the classroom exclusive of special education classes and the library. However, it is not the intent of this provision to have volunteers substitute for absent clerical employees, fill any temporary vacancies, or fill any permanent vacancies or any newly created bargaining unit positions.

Volunteers may also be used for non-classroom activities such as lunch duty, playground duty and bulletin boards.

- C. For all Class 1 positions, the District will have the right to give due consideration to the skills, qualifications, ability and seniority of the employee bidding/bumping on the said position. Where the skills, qualifications, and ability among the employees are equal, seniority shall prevail. This provision is subject to the grievance procedure.

ARTICLE NO. V - WORK WEEK AND HOUR REGULATIONS

- A. The regular workweek for employees shall consist of five (5) consecutive days, Monday through Friday (employees are to be off Saturday and Sunday).

A regular workday shall consist of consecutive hours of work exclusive of an unpaid lunch period, which shall begin no less than three (3) hours and no more than five (5) hours after the employee has begun work, at such times as the District may direct. A split shift shall not be permitted. Employees shall not be required to start work before 5:00 a.m. and must quit no later than 5:30 p.m. An employee assigned to work more than four (4) hours per day, will receive a fifteen (15) minute break as determined by the supervisor. An employee assigned to work at least seven (7) hours per day, will receive a fifteen (15) minute break in the morning and in the afternoon as determined by the supervisor. The District will provide, within one (1) week after an employee's onset of work in a position, a daily schedule. The daily schedule will identify thirty (30) minutes of an uninterrupted lunch period and the appropriate break periods. The scheduled lunch/break is subject to change based upon the student needs and at the discretion of the supervisor. The employee will be notified of said changes.

When an employee is not permitted to leave the building or the premises during employee's lunch period, he/she shall be paid for that time.

- B. Each employee shall receive time and one-half for work performed beyond eight (8) continuous hours during a workday or is called back to work after departing the worksite at the conclusion of his/her assigned workday. However, the School District has the right to change the normal work day of any employee at any time by increasing said employee's normal work day up to a maximum of 8 hours per day. When an employee's normal workday is increased in length, there shall be no time and one-half paid unless an employee works beyond eight (8) continuous hours during a workday or is called back to work after departing the work site at the conclusion of his/her assigned workday. Time and one-half will be paid for all work on the sixth consecutive day worked and double time for the seventh consecutive day worked. There will be no pyramiding of overtime payments under this Agreement and any hours paid for a premium or overtime rates under one provision of the Agreement shall not be further counted as hours worked under the same or any other provision of this Agreement.
- C. The workweek shall start Saturday at midnight and shall end the following Saturday at midnight.
- D. A regular schedule of workdays and working hours for all employees shall be posted. Such schedule shall not be changed except upon giving the employee forty-eight (48) hours' notice. Such schedule shall not be changed for the purpose of discriminating against any employee.

Any employee who is called back to work after completing his/her regular day's work shall be guaranteed two hours' work at time and one-half (1 1/2).

- E. Any employee who is temporarily assigned to work in a higher paid job classification for a period in excess of two (2) hours shall receive the rate of pay for such higher paid job classification for the time he/she so worked. However, if an employee is temporarily assigned to work in a lower paid job classification, he/she shall nevertheless be paid his/her regular rate of pay.
- F. No employee shall be justified or warranted without valid reason to refuse to work overtime.
- G. Any permanent/regular full-time employee who reports to work at his/her regularly scheduled time and date, indicated by the 189/211/261 calendars, shall be guaranteed his/her regularly scheduled work and/or pay for such day.
- H. All regular full-time employees are guaranteed a work schedule of no less than 6.75 hours per day.

ARTICLE NO. VI - SENIORITY

- A. Seniority -- Seniority is based on length of continuous service the employee has with the District. Seniority shall be accumulated during absence due to illness, layoff, or leave of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

Seniority shall be broken for any of the following reasons:

1. An employee quits or resigns or reassigned to a position not within the Collective Bargaining Unit.
2. An employee is discharged.
3. An employee is laid off for a period in excess of twenty-four (24) consecutive months.
4. An employee is absent from work due to physical disability for a period in excess of twenty-four consecutive months; provided, however, if medical advice warrants, the District shall extend the period an additional twelve (12) consecutive months beyond the twenty-four (24) months.
5. An employee fails to report back to work when recalled from layoff within fourteen (14) calendar days after sending by the District of certified mail notice of recall to the employee's last address on the records of the District.

The District agrees to supply the Union within one (1) week after execution of this Agreement a list containing the names and addresses of all employees covered by this Agreement and the effective date of their seniority. This list will be revised as necessary every six months.

- B. Hiring New Employees — All new hires employed to fill permanent vacancies shall be considered probationary employees for a period of sixty-five (65) consecutive workdays from the beginning of their employment during which time they shall have no seniority and no rights to holiday pay, insurance benefits, bereavement pay, or jury duty pay, but they shall otherwise enjoy and be bound by all of the other provisions of this Agreement. The probationary wage rates shall be seventy percent (70%) of the regular rate of the probationary employee's job classification. A new hire may be summarily dismissed within said sixty-five (65) day period from the date of hire at the sole discretion of the District. If an employee is retained beyond the sixty-five (65) day probationary period from the beginning of his/her employment, he/she shall immediately thereafter be classified as a regular employee and his/her seniority shall commence as of the date of his/her original employment. New hires still in their probationary period may request in writing to be placed in open positions for which no bids were received with the understanding that management retains its right to determine whether said employee is transferred or not.

A temporary employee who performs work on a temporary basis for a period of more than sixty-five (65) consecutive workdays, days off for sickness and other excused absences excluded, shall thereafter be considered a regular employee and his/her seniority shall commence as of the beginning of the sixty-five (65) day period. The District agrees it will not use temporary employees to fill permanent vacancies created by a break in seniority, except during the bidding or recruiting period.

*Employees currently in their probationary period as of June 30, 2018 shall be moved into the sixty-five (65) day probation period from their original hire date.

- C. Layoff and Recall -- Subject to the provisions of this Article, employees shall be laid off in reverse order of seniority. The District shall notify the Union of any contemplated layoffs and cause thereof. Employees shall be recalled in accordance with their seniority and bump rights. Employees must pass any qualification test(s) for a position before being recalled to that position. An employee being recalled to a secretarial position who has previously completed the probationary period for a secretarial position shall not be required to pass keyboarding/computer skills tests unless the employee has not worked in the capacity of a secretary in the past two years.
- D. Bumping -- An employee facing displacement due to (a) layoff, (b) position elimination, or (c) bumping, shall be permitted to use the railroad bump and bump any employee with less seniority whose work that employee is qualified to perform. Any CNA facing displacement due to the aforementioned circumstances may bump a less senior CNA or bump into any open position for which they are qualified. An open position is defined as a job that was posted for bid and no one has bid on. An employee laid-off from a Class I-A position requiring a Nurse's degree may only bump into another Class I-A position. Such bump must be exercised within five (5) working days after the employee is notified. An employee cannot bump into a position that is up for bid. An employee can, however, bump into an open position, which is defined as a job that was posted for bid and no one has bid on. Employees must either bid or bump into positions. Requests by employees to be "placed" into open positions will not be considered if the employee failed to exercise their right to bid or bump into a position. If an employee's former position has been eliminated, the employee shall bump into a less senior employee's position or bump into an open position. Once the railroad bump commences, after the three (3) bumps, the district can assign any vacant position to remaining employees by seniority. Employees must pass any qualification test(s) prior to beginning the position. An employee bumping into a secretarial position who has previously completed the probationary period for a secretarial position shall not be required to pass keyboarding/computer skills tests unless the employee has not worked in the capacity of a secretary in the past two years. Only when an employee bumps from one (1) classification to another will they be given a trial period of (15) workdays from the effective start date and demonstrate satisfactory service in that position. If bumping within the same classification, the employee shall be permanently assigned

to the position. Should the District need to exercise their ability to assign an employee after the bumping process, only the least senior employee in the affected classification can be moved into the next classification, i.e. 189, 211, 261.

If satisfactory service is demonstrated within the fifteen (15) workday trial period, the employee shall be permanently assigned to the position. If the employee does not show satisfactory service within the trial period, he/she shall bump the least senior employee providing he/she has the necessary skills. The determination of unsatisfactory performance shall be made by the District and supported by documentation. The disqualified employee shall have the right to the grievance procedure. Should the employee elect not to voluntarily displace the least senior employee, said employee declining bumping rights shall be laid off and placed on the recall list.

E. Filling Vacancies:

1. Permanent Vacancy -- In the event of a permanent job vacancy due to final termination from employment of an employee holding an existing available position, or due to the creation of a new position, said vacancy shall be posted for bid in locations accessible to all employees for a period of five (5) working days. The District shall similarly post a position when its workday is increased or decreased by one and one-half (1 1/2) hours per day or more. The District will also post a position when the position's workday is increased to the extent that the person assigned the position qualifies for an increase from no health insurance benefit to health insurance, or from only single health insurance to either single or family health insurance coverage. Permanent job vacancies occurring during times in which school is not in session during the months of June, July and August, will be distributed to all employees through the use of District e-mail, the postal service and other guidelines defined in the contract for postings. All employees qualified to perform the job duties specified by the District shall have the right to bid. Minimum qualifications to meet the requirements of all positions within the District shall be established by the administration and stated in the posting. The posting shall include position identification (PCA, CA, LSA, CNA), program identification (Emotional Support, Intensive Learning Support, Learning Support, Life Skills, etc.) rate of pay, hours, building location, lunch period, skills/qualifications, etc. Any employee awarded a Personal Care Assistant (PCA) position retains the right not to transition between buildings as a student moves from grade to grade or if the District redefines grade/building/locations. An employee not moving with their student must notify the District in writing at least ten (10) workdays prior to the last day school is in session for that academic year or within ten (10) workdays of the date the employee is notified of the District imposed change in their position. If an employee determines not to follow the student, the position is eliminated, re-created, and the bidding/bumping procedures commence. In the event that the District does not want the employee to transition with the student, the employee shall have the right to the grievance procedure. The District will require that

aides applying for a secretary, registrar, or clerk position pass a test(s) of the required skills prior to bidding on the position. Employees bidding on a clerical position that results in a change in classification would be required to take Wonderlic Software Skills Assessment prior to submitting a bid. Clerical candidates must be able to satisfactorily pass the Wonderlic Microsoft Word skills test (or approved alternative). Business Office candidates will be required to pass the Wonderlic Microsoft Word and Microsoft Excel skills tests (or approved alternative). All existing Class II staff currently qualified to work in a Class I position, through the former typing test, will be grandfathered in as qualified for any bids until their two (2) year anniversary. The passing score for the Software Skills Assessments (Microsoft Word and Microsoft Excel) will fall within the average percentile range (35%) or higher. Employees may, at times and dates designated by the District at least once a semester, voluntarily take the District's qualification test(s). Once the employee passes the Wonderlic Software skills test (or approved alternative) the certification shall be honored for all future job bids. Employees must pass the qualification test(s) before beginning the fifteen (15) work day trial period. Bids will be kept sealed until the deadline cut-off date and time with a steward being present at the opening of the bids. Bids will be opened on the date and time of the cut-off unless otherwise agreed upon by both the district and Union. The district will make every effort to award the bid within one work day of the opening of the bid.

The position shall be awarded to the most senior qualified bidder who shall then be given a trial period of up to fifteen (15) work days from the effective start date and demonstrates satisfactory service in that position. If satisfactory service is demonstrated within the trial period, the employee shall be permanently assigned to the vacant position.

If the employee elects or does not demonstrate satisfactory service, he/she shall have the right to return to his/her former position, said position being held open and filled by a substitute employee during the bidding employee's trial period. The determination of unsatisfactory performance shall be made by the District and supported by documentation. All employees exercising their bidding rights shall be required to meet with the Administration to discuss the duties of and demonstrate qualifications relevant to the specific position being the subject of the bid. A disqualified employee shall be given the right to the grievance procedure, the sole issue being to determine whether the District disqualified an employee for arbitrary and capricious reasons. An employee who is awarded a position by bid shall not be eligible to bid on another position for a period of one (1) year after the employee has been awarded the position, excepting an employee who is bumped out of bid position during that year. Should no employee bid on an open position, the bid would be open to all employees on the one (1) year lock out before being offered outside of the Bargaining Unit.

For the purpose of position/program identification, the following shall be utilized on all job postings:

POSITION IDENTIFICATIONS

CNA – Certified Nursing Assistant

PCA – Personal Care Aide

CA – Classroom Aide

LSA – Learning Support Aide

PROGRAM IDENTIFICATIONS

Emotional Support

Life Skills

Intensive Learning Support

Learning Support -Special Education Students

Resource – May include Regular Education and/or Special Education Students

Bids entered for the posted position may be withdrawn at any time prior to the time set for the closing of the bids. Withdrawals of bids must be made in writing and submitted directly to the office of Human Resources prior to the deadline stated in the original bid posting. Employees who submit withdrawals in a timely manner as specified will preserve their right to bid on other positions. Employees who fail to withdraw their bid in a timely manner are compelled to accept the bid and would not be eligible to bid for a year according to the terms of the collective bargaining agreement.

The District will create and post a 211-day position in the central office (Student Services) beginning on July 1 of the first year of the contract (July 1, 2023). The 189 position at central office (Student Services) will be removed from central office and placed at the discretion of the Administration.

2. Temporary Vacancy -- In the case of temporary vacancies, except when an employee is granted a Board approved leave of absence as per Article XXI A and B, the District may fill said vacancy by using laid off or temporary employees who are qualified.

A temporary vacancy for a Class IA, CNA, Classroom Aide for the Physically and Intellectually Disabled Students or Class II Classroom Aide may be posted for up to twenty consecutive workdays for the purpose of providing services to and /or evaluating a special education student. In this situation, if no qualified laid off employee is available, the District may employ a substitute not covered by this Collective Bargaining Agreement. If at the end of the twenty (20) day student attendance period it is determined that the permanent classroom aide is needed, the vacancy shall be reposted as a permanent position, unless the District and Union mutually agree to extend the time frame of the temporary vacancy. A temporary assignment for the same special education student shall not occur more than once in a semester.

3. Temporary Vacancy During an Approved Leave - If the approved leave of absence is expected to be more than forty (40) consecutive days, the position will be posted as a temporary vacancy. Qualifications to meet the requirements of the position shall be established by the administration and stated in the posting. The posting shall include position classification, rate of pay, hours, building location, lunch period and qualifications. An employee can bid into the temporary position, if he/she is awarded the temporary vacancy, they will stay in the position until the employee returns. Once the employee returns from the approved leave of absence, the employee filling that position will move back into their former position and displace the substitute. The only vacant position that will be posted is the position in which the employee is out on leave. Employees may not bump into a position that has been posted as a temporary vacancy as outlined in Article No. VI.

F. Educational Training:

1. Educational training may be required by the District, at the District's discretion, in skill areas determined by the administration.
2. When required by the District or PA Department of Education (PDE) the District will provide the appropriate training to achieve/maintain the required standards and certifications. Said training will be scheduled during regular work hours with pay. The District will pay for any tuition, books, travel, and meal stipends involved. Employees not participating in District scheduled training will be responsible to make-up the missed training during non-scheduled working hours and without pay.
3. When taking a new job, Class II Paraprofessionals will be provided one (1) or more days of orientation/training and all other employees will be provided no less than two (2) days of orientation/training.
4. Employees working directly with students with identified behavior concerns will be provided training by the district on crisis de-escalation interventions during the first available date in a school year that a trainer is available. Such training opportunities will be provided twice yearly, as needed, for new employees and those employees working with students with newly identified behavior concerns. The District will review with the employee the student's behavior plan (if applicable) within the first five (5) school days of beginning the position.

Extended School Year Program

If the District operates an extended school year (ESY) program, the following guidelines will be followed: to be eligible to work within the program with special needs students, an employee must be current with the standards set forth by PDE, or be a current paraprofessional working toward their certification, and possess a current certification in cardiopulmonary resuscitation (CPR). Employees working as a PCA during the academic year will be asked first to work with that student during the ESY Program providing that student requires 1:1 support in the ESY setting. If

the District determines the student does not require 1:1 support during the ESY Program, the PCA will still be granted, by seniority, the opportunity to work during the ESY Program as a classroom aide. If an employee agrees to work one-on-one with a student and the student withdraws from the program prior to the first day of the program, the employee will return to their place on the seniority list. If the employee agrees to work one-on-one with a student and the student withdraws from the program after the first day of the program, the employee will return to the summer seniority list for available summer work. If an employee is assigned to work one-on-one with a student and the student fails to report to the program that day, or reports absent after the employee has already arrived to the site, the District may reassign the employee to another position in the ESY program for that day. All other work with the ESY program will be offered to employees who signed up to work during the summer months in order of seniority. If an employee is called to work in the program, they will be guaranteed to work and get pay for two (2) hours of work.

- G. Overtime -- In the event there is overtime, the overtime must be offered to the employee assigned to the position requiring the overtime. If the employee is unable to accept the overtime for reasons acceptable to the District, the overtime shall be offered to the most senior qualified bargaining unit member having building seniority. If no bargaining unit member in that building is available to perform overtime work, it shall then be offered to the most senior qualified bargaining unit member based on district-wide seniority on a "round robin" basis, subject to the grievance procedure. The employees who are not available when called shall lose their turn. It is understood that only employees possessing the necessary qualifications are eligible. The District may require that aides being offered overtime for a secretary, registrar, or clerk position pass a test(s) of the required skills prior to working in the position. An aide accepting overtime for a secretarial position who has previously completed the probationary period for a secretarial position shall not be required to pass keyboarding/computer skills tests unless the employee has not worked in the capacity of a secretary in the past two years.

Event Pay

2023 - \$17.10

2024 - \$17.60

2025 - \$18.10

2026 - \$18.60

2027 - \$19.10

The actual compensation for event pay will be based upon a blended rate for time worked beyond the forty-hour workweek as required under the Fair Labor Standards Act. Members of the Union have the right to decline the opportunity to work at events for which they would be paid the event pay rate. If the District is not able to adequately staff such events after contacting all of the members of the labor group then the employer has the right to contract for services from outside the Union. Event pay would be defined as working outside of an employee's normal job duties.

ARTICLE NO. VII - HOLIDAYS

- A. The District shall grant the following holidays with pay to employees working positions of less than twelve (12) months, but at least 100 days per year:

New Year's Day	Memorial Day	Thanksgiving Day
Good Friday	Labor Day	Christmas Day

- B. The District shall grant to all full-time (12-month) employees, twelve (12) legal holidays with full pay:

New Year's Day	Memorial Day	Labor Day	Christmas Day
Good Friday	Independence Day	Thanksgiving Day	Employee Birthday

Four (4) additional holidays each contract year to be designated by the District.

- C. The day upon which the holiday falls shall be observed as a holiday. The day after Christmas shall be an additional holiday except in years in which Christmas falls on a Friday or Saturday.
- D. Employees are to be let out one (1) hour early the day before the holiday recess when students are dismissed early for holiday recess.
- E. All employees shall receive their regular daily straight time pay for no work performed on each of the above-enumerated holidays. To be eligible for holiday pay, an employee must work on his/her last scheduled work day prior to and his/her next scheduled work day after such holiday unless the employee is absent because of death in the family, occupational injury, or jury duty, or other reasonable cause acceptable to the District.
- F. If a holiday occurs within the scheduled workweek, such holiday, whether worked or not, shall be considered as hours worked for the purpose of determining weekly overtime. Holiday pay for no work performed shall be paid at the employee's straight time hourly rate.
- G. Any employee who is required to work on any of the above-enumerated holidays shall be paid double time his/her regular rate of pay for all time worked plus holiday pay or a total of three times his/her straight time hourly rate of pay.
- H. In the event the holiday falls on Saturday, it shall be observed on Friday. In the event the holiday falls on Sunday, it shall be observed on Monday.

ARTICLE NO. VIII - VACATION

- A. Each twelve (12) month employee shall receive vacation with pay in advance during the period of July 1 through June 30 (vacation year) for vacation earned during the twelve (12) month period ending on the preceding June 30 in accordance with the following schedule:

Length of Service	Amount of Vacation Time
1 - 5 Years	2 Weeks
6 - 10 Years	3 Weeks
11-21 Years	4 Weeks
22 -29 Years	5 Weeks
30 Years and Over	6 Weeks

An employee's length of service shall be determined as of their first day of active employment. Employees shall not be entitled to take vacation for the initial six (6) months of their employment, but shall earn their vacation on a pro-rata basis from their first day of active employment. Whenever an employee's length of service entitles him/her to an additional week of vacation, the employee shall be entitled to receive such additional week of vacation during the year in which an employee's anniversary date of such length of service occurs.

The sixth week shall be eliminated from the contract as to any employee hired after June 30, 1986; said hired employees' maximum vacation shall be five (5) weeks.

- B. For each week of vacation, an employee shall receive his/her regular straight time hourly rate multiplied by the number of hours per week regularly worked by the employee.
- C. Employees shall select their vacation in order of their seniority and be allowed to take their vacation year round, upon approval of their immediate supervisor. Employees will be required to take time off for their vacations. Once vacations are scheduled and approved, they may not be changed without approval of the immediate supervisor. If an employee is called back to work from his/her vacation, he/she shall be paid double (2) times for all hours so worked, and shall be given equal time off with pay at his/her regular hourly rate at a later date mutually agreeable to the District and the employee.
- D. Employees shall be encouraged to take their vacations in minimum units of one (1) week. During the year, employees shall only be permitted to utilize two (2) consecutive weeks of vacation time.
- E. If a holiday occurs during an employee's vacation period, the vacation period in which the holiday occurs shall be extended by one (1) day and that day shall be considered as the holiday.

- F. It is recognized that the vacation to be received by an employee in any vacation year is based upon service by the employee in the credit year. In the event any employee is absent for any reason during his/her credit year, his/her vacation in the following vacation year shall be reduced one (1) day for the first fifty-six (56) work days of absence and one (1) additional day for each twenty-six (26) work days thereafter, except that no employee shall be entitled to any vacation unless he/she has worked at least sixty-six (66) work days in the credit year. Days of work missed by an employee who is absent because of occupational injury shall count as days worked in the credit year in which the injury occurs.
- G. If an employee's seniority is terminated prior to the completion of a credit year, he/she shall receive vacation pay prorated in accordance with the number of complete months worked in the credit year, except that the employee shall not be entitled to any vacation if he/she has worked less than sixty-six (66) workdays in the credit year. An employee who quits his/her job without ten (10) workdays notice or who is discharged shall forfeit all vacation pay.
- H. In the event the ten-month employee bids a twelve-month job, the ten-month employee is to be given his/her full seniority with the District for vacation purposes, based on the vacation schedule as presented. This provision cannot be used to claim past vacations.

ARTICLE NO. IX - GRIEVANCES AND STRIKES

- A. All disputes between the parties shall be settled in accordance with the grievance procedure set forth in this Agreement and there shall be no strikes or cessation of work by the employee, or lockouts by the District during the term of this Agreement.
- B. Should there be any disputes or differences between the District and the Union or between the District and any of its employees, such grievance shall be reduced to writing within five (5) working days from the date of the alleged occurrence and submitted to the other party.

Saturday, Sunday and designated holidays shall not be included in the time limits set forth above.

Step One:

The grievant and the Union Steward shall take up the complaint or grievance with the employee's supervisor. The employee's supervisor must give a written answer within five (5) days after such meeting.

Step Two:

If a satisfactory settlement is not reached in Step One, the grievant has a right to appeal such grievance to the supervisor or District and the Union by sending written notice of said appeal within five (5) days after written answer in Step One. The supervisor and

the Union's full-time officer or Business Agent shall meet within five (5) days from the date the grievance was appealed to Step Two in an attempt to settle the dispute. A written answer must be given by the supervisor within five (5) days after such meeting.

Step Three:

In the event no agreement is reached in Step Two, either the Union or the District may, upon written notice to the other within ten (10) working days after receipt of the notice in Step Two, appeal the grievance to final and binding arbitration.

Arbitration:

1. The parties shall first attempt to mutually agree upon an impartial arbitrator; If the parties are unable to so mutually agree within five (5) days after request for arbitration is received, then the District and the Union shall request the Bureau of Mediation of the Commonwealth of Pennsylvania to submit the names of seven (7) suggested arbitrators. Each party shall alternatively strike a name until one name remains. The Union shall strike the first name. The person remaining shall be the arbitrator.
 2. The cost of arbitration, including the expense of the arbitrator; the hearing room; and of the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be shared equally by the parties. Fees paid to the arbitrator shall be based on a schedule established by the Bureau of Mediation of the Commonwealth of Pennsylvania.
 3. The decision of the arbitrator shall be final and binding but in no way modify or amend the terms of this Agreement.
- C. Saturdays, Sundays and designated holidays shall not be included in the time limits set forth in this Article.

ARTICLE NO. X – SUSPENSION AND DISCHARGE

- A. The District retains the right to suspend and discharge any employee. In all cases involving discharge or suspension of an employee, the District must notify the employee in writing of his/her discharge or suspension and the reason therefore. Such notice shall also be given to the Steward and a copy mailed to the Union office within forty-eight (48) hours from the time of the discharge or suspension.
- B. A suspended employee who believes he/she was not suspended for just cause must notify the District in writing within five (5) working days after receiving notification of such action against such employee of his/her desire to appeal the suspension. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement starting with Step Two.

- C. An employee may be discharged only in accordance with Section 514 of the School Code. If Section 514 of the School Code is repealed and not replaced by a similar provision, a discharged employee who believes he/she was not discharged for just cause must notify the District in writing within five (5) working days after receiving notification of such action against such employee and his/her desire to appeal the discharge. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement starting with Step Two.

ARTICLE NO. XI – JOB STEWARDS

- A. The District recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:
1. The investigation and presentation of grievance in accordance with the provisions of the Collective Bargaining Agreement.
 2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:
 - (a) Have been reduced in writing, or
 - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the District's business.
- B. Job stewards and alternates have no authority to take a strike action or any other action interrupting the District's business.
- C. The District recognizes these limitations upon the authority of the job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The District in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement.
- D. Stewards shall be permitted to investigate, present, and process grievances on or off the property of the District. Such investigation, presentation, and processing shall take place during the steward's and employee's non-working time, except that the steward may have a maximum of one (1) hour during working hours to participate in a Step Three grievance meeting at which the Union's full-time officer is present. Such one (1) hour shall be considered working hours in computing daily and/or weekly overtime.

- E. The District shall not be required to pay an employee for attendance at arbitration hearing unless such employee is requested to attend such hearing by the District.

ARTICLE NO. XII – BEREAVEMENT PAY

- A. When death occurs to an employee's grandparent, grandparent-in-law, grandchild, mother-in-law, brother-in-law, sister-in-law, father-in-law, son-in-law, daughter-in-law (including stepfather, stepmother, stepchildren, stepbrother or stepsister when they have lived with the employee in an immediate family relationship) upon request, an employee will be excused and paid for up to a maximum of three scheduled workdays. When death occurs to an employee's legal spouse/partner, parent, sibling, child, a child for whom an employee is a legal guardian, upon request, the employee will be excused and paid for up to a maximum of five (5) scheduled workdays. The scheduled bereavement days should be consecutive, however, exceptions may include time for memorial services and /or travel time to attend out of town services contingent upon district approval.
- B. In the event of the death of an employee's aunts, uncles, nephews, nieces, and cousins, an employee will be granted the day of the funeral off with pay if such is the employee's regular scheduled workday and the employee attends the funeral.
- C. An employee will not receive funeral pay when it is duplicated pay received for time not worked for any other reason.

ARTICLE NO. XIII - WELFARE AND HEALTH PROVISIONS

- A. Health Insurance — The District shall provide each employee who works in excess of twenty-five (25) hours per week, one hundred eighty (180) days per year, electing coverage hereunder, and his/her dependent, coverage under the Allegheny County School Program (presently Keystone HMO Plan) or a substantially equivalent health insurance program. A part-time employee who works in excess of twenty (20) hours per week, one hundred eighty (180) days per year, shall be entitled to individual health insurance coverage as provided herein. Retired employees shall be permitted to participate in the health insurance plan provided to active employees at their own cost until age 65.

Any employee hired after July 1, 2008, will be entitled only to individual health insurance coverage. If the employee chooses to select family, husband & wife, parent/child/children coverage, they will be responsible for paying seventy five percent (75%) of the monthly premium in addition to the monthly contribution. The district will pay twenty five percent (25) of the additional cost of the premium. After the employee completes their five (5) full years of employment with the School District, the employee will be eligible for family, husband & wife, or parent/child/children coverage.

HMO – MONTHLY CONTRIBUTION

Year	Individual	Family/Husband Wife/Parent & Child
2023-24	\$110	\$165
2024-25	\$110	\$170
2025-26	\$115	\$175
2026-27	\$115	\$180
2027-28	\$115	\$185

The District shall not hire two (2) employees to work twenty (20) hours per week to perform the duties of a single position for the sole purpose of avoiding the payment of fringe benefits.

As indicated previously, the District shall have the right to change health insurance carriers provided that the benefits granted to employees are substantially equivalent to the plan existing in 1996-97. Prior to any change in health insurance carriers, the District shall meet with Local #205 during a period of sixty (60) calendar days for the purpose of providing Local #205 information relevant to a change in carriers and considering Local #205's expressions of concern and suggestions.

Instead of enrolling in the group hospitalization and surgical insurance program, an employee may elect to receive a cash medical allowance of \$1,800. The allowance shall be made in a prorated monthly contribution under Internal Revenue Code (IRC) Section 125.

If 10 percent of the bargaining unit or 10 employees, whichever is less of the full-time employees who are covered by this collective bargaining agreement, select this option as of the first day of the start of the fiscal year, each of the eligible employees would receive \$2,400 in the medical allowance for that school year.

The District shall permit retired employees to participate in the Allegheny County Schools Health Consortium for Dental and Vision with retiree being responsible for the full cost of said programs.

- B. Life Insurance — Employees working in excess of twenty-five (25) hours per week, one hundred eighty (180) days per year, shall receive a forty thousand dollar (\$40,000) life insurance policy with a eighty thousand dollar (\$80,000) double indemnity accidental death provision.

Employees on the active seniority list as of June 30, 2008 will be eligible for a five thousand (\$5,000) paid up Life Insurance Policy upon Retirement. All other employees are ineligible. Each active employee has the right to purchase an additional \$10,000 of coverage, three-fourths (3/4) paid by the District, one-fourth (1/4) paid by the employee.

- C. Sick Leave – Twelve-month employees shall receive twelve (12) paid leave days per year to be used when personal illness or injury necessitates that they not work. Ten-month employees working more than twenty-five (25) hours per week shall receive ten (10) days per year. Ten-month employees working twenty-five (25) hours per week or less hired after July 1, 2003 shall receive five (5) days per year. Employees hired during the year will receive sick leave prorated in accordance with the number of complete months worked. Employees may utilize up to ten (10) sick days per year to care for an ill or injured spouse, child or parent.

Any absence from work that exceeds three (3) consecutive work days must be substantiated by a doctor's excuse.

Employees, who work in excess of twenty-five (25) hours per week, will receive twenty (\$20) per day for each day of unused sick leave (accumulated after July 1, 1974). Part-time employees working twenty-five (25) hours per week or less shall not be entitled to receive this buy back benefit for sick leave accumulated at the time of termination of employment. The employee shall receive payment for all unused sick days at the time the employee retires or terminates his or her service with the District. Employees will be notified in writing of the number of unused sick days for which they have already been compensated effective July 1, 1999. This amount will not be "bought back" a second time when the employee retires or terminates his/her employment.

- D. Dental and Vision -- Employees working in excess of twenty-five (25) hours per week shall receive family dental and eye care coverage through the Employee Teamster Local 205 Welfare Fund. The Fund will notify the District thirty (30) days in advance of any premium changes.
- E. Workers' Compensation -- The District will pay to each full-time employee receiving worker's compensation payments the difference between the amount of such payment and the employee's regular daily wages, beginning with the day for which the employee first receives compensation payments for a maximum of fifty (50) days for the same or a recurrence of the same injury.
- F. Grand-fathering -- Any employee working less than twenty-five (25) hours and who is receiving or entitled to receive benefits as of June 30, 1993, shall not suffer a loss of benefits or the right to elect the same.

ARTICLE NO. XIV – PERSONAL/EMERGENCY DAYS

The District will provide employees with one (1) emergency leave days on the following basis:

An emergency day shall be defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action.

1. The request shall be reviewed and either approved or disapproved by the supervisor and forwarded to the Director of Human Resources.
2. The Director of Human Resources shall review and either approve or disapprove the request, in writing, and shall notify the employee accordingly.
3. Emergency days shall be granted for such reasons as family emergencies, including religious observances, and for such other personal reasons, which, in the opinion of the Supervisor and Director, are compelling to the employee.

The District shall provide employees working 189 days three (3) personal leave days per year and employees working 211 or 261 days, will be provided with four (4) personal leave days per year. Employees shall not be required to give a reason for use of a personal leave day. Two (2) working days' notice shall be granted to the District in connection with use of a personal leave day. Personal leave shall not be granted during the first and last week of school or immediately before or after school holidays. Not more than 10 percent of the bargaining unit may take personal leave on any day. The District reserves the right to waive any restrictions placed upon the use of personal leave on a case-by-case non-precedential basis. Unused personal leave days and/or emergency leave shall be converted to sick leave or sold back at the rate of thirty dollars (\$30.00) per day.

ARTICLE NO. XV – LEGAL LEAVES

- A. Any employee who is required by the District to appear in a legal proceeding shall be given a leave of absence without loss of pay or other benefits for the period of time that he/she is required to be at said legal proceedings.
- B. Any employee who shall be required by law to appear as a plaintiff or as a defendant in either a civil or criminal proceeding in the Court of Common Pleas or in the U.S. District Court shall be granted a leave of absence up to a maximum of two (2) days, without loss of pay or other benefits, upon notification to the Superintendent of the date, time, and place of said proceeding.
- C. Any employee who shall be required by law to appear as a witness in the Court of Common Pleas or in the U.S. District Court shall be granted a leave of absence of one (1) day, without loss of pay or other benefits, upon presentation to the Superintendent of the subpoena by which said employee is required to appear.
- D. Any employee who is summoned as a juror shall be granted a leave of absence without loss of pay and/or other benefits for the time he or she is required to be in attendance as a member of a jury panel provided, however, that the employee shall reimburse the District any funds received as payment for serving as a member of a jury panel.

- E. Any employee shall be granted a legal leave without loss of pay, benefits, and/or seniority on the day scheduled for the closing with regard to the purchase or sale of the employee's personal residence, or, in the event that the employee is appointed administrator/executor in the administration of an estate, on the day scheduled for audit of said estate.

ARTICLE NO. XVI - PENSION AND RETIREMENT

- A. Each employee shall continue to be covered by the State Retirement Program.
- B. Each employee with fifteen (15) or more years of service (five or more years of service for employees hired prior to July 1, 1974) with the District shall receive a sum of One Thousand Dollars (\$1,000) from the District upon retirement and proof of the employee's receiving retirement benefits under the State Retirement Program. Each employee who dies while in the active service of the District shall be entitled to a payment of One Thousand Dollars (\$1,000) to be paid to his/her legal representative.

ARTICLE NO. XVII – LOSS REIMBURSEMENT

- A. The Board shall reimburse employees for loss, damage, destruction of clothing or personal property while on duty in the school, on school premises, or on a school sponsored activity, which results from an act of theft, vandalism, or violence, or from an accident resulting from pupil activity during the conduct of the school program. Reimbursement is limited to a maximum of \$350 per person per incident, and covers only that portion which is not covered by personal insurance, and will be paid upon submission of satisfactory proof of loss.
- B. Currency in excess of \$50, jewelry, watches and fur coats will not be covered under the theft provision of the above paragraph.
- C. In order for an employee to make a claim for theft of personal property, said personal property must be reasonably connected to the performance of his or her duties and said employee must have exercised proper and reasonable custody and storage procedures.
- D. The District may require that the employee file a report with the appropriate law enforcement agency and provide the District with a copy of said report. The employee shall reimburse the District for any funds paid by the District in the event the employee should recover his/her losses from the Crime Victims Fund or from the perpetrator.

ARTICLE NO. XVIII - OTHER BENEFITS

Any and all other additional benefits, prerogatives, or substantial rights enjoyed by and/or given to the employees covered by this Agreement under any laws of the Commonwealth of Pennsylvania, Ordinances of the Shaler Area School District shall be continued.

ARTICLE NO. XIX - NONDISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the District nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on the account of race, sex, color, religious creed, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications regardless of sex.

ARTICLE NO. XX – GENERAL PROVISIONS

- A. The District agrees it will not hold any of its employees who are required to collect money on behalf of the District responsible for any moneys that are lost as a result of a holdup or theft.
- B. If changes are made by the Administration, which result in a substantial increase or a substantial decrease in the requirements of any job, either the Union or District may propose a revision of the wage standards for that job. Such proposal shall be handled in accordance with the grievance procedure as set forth in this Agreement. Use of technologically advanced office machines and equipment or revision of a job description shall not, by itself, be justification for a revision of wages.
- C. When an employee is required to use his or her personal car for transportation from job to job, he or she shall be reimbursed at the rate established by the Internal Revenue Service.
- D. No employee shall make any verbal or written contract which conflicts with the Articles of this Agreement.
- E. No employee shall be required to take a polygraph test or any form of mechanical or electrical lie detector test.
- F. Employees shall receive payment for overtime work in the pay for the period in which such overtime work was performed in accordance with pay period cut-off dates.

- G. In the event any jobs develop during the summer months of June, July, and August with the District, these positions must be offered to all bargaining unit employees from the seniority list, and they must receive the contractual rate of pay for all jobs. This is to include work that may come about during the Thanksgiving, Christmas, New Year, Easter holidays and other breaks in the school year during which twelve month employees are required to work while employees working less than twelve months are not. The District may require that aides, applying for consideration to fill a secretary, registrar, or clerk position during the aforementioned break-times, pass a test(s) of the required skills prior to working in the position. An aide bidding on overtime for a secretarial position who has previously completed the probationary period for a secretarial position shall not be required to pass keyboarding/computer skills tests unless the employee has not work in the capacity of a secretary in the past two years.
- H. Attendance shall not be required of 189 or 211 employees whenever student attendance is not required due to the inclement weather or other emergency condition. It is understood and agreed however, that any time lost due to inclement weather or other emergency conditions will be made up at the discretion of the school district. In the event of a two (2) hour delay, due to inclement weather or other emergency conditions all 189, 211 employees will report on a two (2) hour delay schedule.
- I. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the District agrees that no work or services of the kind, nature, or type covered by, presently performed, or hereafter assigned to the Collective Bargaining Unit will be subcontracted, transferred, leased, assigned, or convened in whole or in part to any other Corporation, Partnership, person, or non-unit employees without consent of the Union unless otherwise provided in this Agreement or except in accordance with the Districts past practice of subcontracting. Not with-standing the foregoing, the District shall have the right to benefit from incidental donated services provided that the Union is informed to the extent of such services and is provided the opportunity to verify the incidental nature of the same
- J. Safe and Healthy Schools – The Board of School Directors recognized the importance of maintaining and enforcing a discipline policy for the safety and protection of all staff.
- a. Clerical/Paraprofessional may use reasonable force:
 - 1. To quell a disturbance; or
 - 2. To obtain possession of weapons or other dangerous objects; or
 - 3. For the purpose of self-defense; or
 - 4. For the protection of persons or property
 - b. The employer shall provide legal assistance to an employee who is acting consistent with Paragraph A of this Article in the discharge of his or her duties and is the victim of an attack. Said assistance shall be rendered by the school

solicitor at no cost to such an employee and will be limited to assistance in the preparation and handling of criminal charges against the perpetrator or perpetrators of such an assault.

- c. An employee who is required to be absent from duty due to injury intentionally inflicted by another person or as provided in paragraph A while the employee was acting within the scope of authority in the course of employment shall be granted leave according to the following terms and conditions.

Leave hereunder shall be without pay except as follows:

1. The District shall pay the employee the difference between the employee's regular wages and the employee's entitlement under the provision of the Pennsylvania Workers Compensation Act for each day for which the employee qualified for Workmen's Compensation up to a maximum of one (1) year with an extension upon Board approval.
2. The employee's qualifying for Worker's Compensation benefits shall be a condition precedent to any benefits hereunder.
3. An employee who has not qualified or has not applied for Worker's Compensation because the leave did not exceed one (1) week may apply to the District for leave with full pay up to five (5) days.

K. Employee Sick Leave Bank

Use of the Bank

1. The Shaler Area School District shall establish a Sick Leave Bank to be administered by a Sick Leave Bank Committee appointed by the Union. This committee will consist of three (3) Teamsters Local Union No. 205 members and a Building Administrator and a Central Office Administrator.
2. The Sick Leave Bank will only cover catastrophic/serious illness which has depleted an employee's personal allocation of sick days.
3. Eligibility for participation in the Sick Leave Bank shall be all employee's, covered by this Collective Bargain Agreement.
4. To be eligible to draw upon the Sick Leave Bank, the aforementioned employees must:
 - a. Have exhausted all of his/her accumulated sick leave days,
 - b. Be suffering from a serious, long term illness or disability which precludes his/her attending school; and

- c. Present a physician's statement to the Sick Leave Bank Committee verifying the seriousness of the illness or disability and attesting to the employee's inability to return to work.
5. Employees receiving Worker's Compensation benefits due to work-related illness or disability shall not be eligible to request use of the Sick Leave Bank.
6. Upon application of an employee for Sick Leave Bank benefits and the presentation of a physician's verification, the Sick Leave Bank Committee shall review with the committee for approval. Once the decision has been made, it is final.
7. Once approved, the Superintendent and the Union Steward will email/post a request to elicit support for the eligible employee to all the schools and offices of the Shaler Area School District.
8. Any employee eligible to participate in the Sick Leave Bank may donate one day per posting of his/her accumulated sick leave days to the employee requesting time from the Sick Leave Bank.
9. Donations of sick leave shall be on a voluntary basis and must be made within ten (10) working days of the date of the email/posting.

Upon receipt of the names of the eligible employees donating one (1) day to the ill or disabled employee, a Union Steward or his/her designee and the Human Resources manager shall conduct a random drawing to determine the rank order in which the eligible employees shall donate one (1) day of accumulated sick leave to the eligible ill or disabled employee.

10. Once it has been determined how many days the individual will need, that number of days will be assigned from the rank order list and all other forms will be returned back to the donating individuals whose donated days are not needed.
11. All donated sick leave days shall be subtracted from the donating employees accumulated total sick days.
12. In the event more days are needed and the request is approved by the Sick Leave Bank Committee items 7 -11 will be repeated.

ARTICLE NO. XXI - LEAVE OF ABSENCE

- A. Employees shall be entitled to a leave of absence if possible or practical without pay for a period to be agreed upon by the District and employee. A written notice of such leave of absence, if granted, is to be forwarded to the Union.

- B. In the event an employee shall be granted a leave of absence because of an accident or illness or pregnancy, he or she shall at the expiration of their leave of absence be reinstated to their former or similar position with full seniority rights. Absence in excess of two years due to compensable injury incurred during the course of employment shall not break continuous service provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability.
- C. In the event a position is eliminated during the employee's accident, illness, pregnancy or leave of absence period; adjustments shall be made in conformity with Article No. VI.
- D. Should an employee temporarily leave the service of the District because of an accident or illness, or pregnancy, it shall have no effect on his/her vacation should he/she return to work within thirty (30) days. Employees returning to work after the thirty (30) days have expired shall be required to work such additional time over the allotted thirty (30) days that may be necessary to be entitled to a vacation. This paragraph shall also apply to cover employees involved in an accident while at work, except the thirty (30) day period shall be changed to a twelve (12) month period for all employees with one or more years of continuous service.
- E. An employee who is disabled because of accident, illness, or pregnancy, under this Article, may use his/her accumulated sick leave prior to the unpaid leave of absence taking effect. Further, pregnancy and maternity shall be treated no differently than any disability herein described.

ARTICLE XXII - DRIVE AUTHORIZATION AND DEDUCTION

The District agrees to deduct from the paycheck of all employees covered by this agreement, voluntary contributions to DRIVE. Drive shall notify the District of the amounts designated by each contributing member that are to be deducted from his/her paycheck for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the District annually for the District's actual cost for the expenses incurred in administering the payroll deduction plan.

ARTICLE NO. XXIII - SEPARABILITY AND SAVINGS CLAUSE

- A. If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of

such Article or section to persons or circumstances other than those as to which it has been restrained shall not be affected thereby. Any masculine term as used herein shall include the feminine and vice versa.

- B. In the event that any Article or section is held invalid or enforcement of or compliance with which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the District for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.
- C. If any part of the aforesaid Agreement between the parties cannot be put into effect because of applicable legislation, Executive Order or Regulations dealing with Wage and Price Stabilization, then such provisions, or any part thereof; shall become effective at such time, in such amounts, and for such periods, prospectively only, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE NO. XXIV - DRUG AND ALCOHOL TESTING

The School District and Teamsters 205 Full-Time and Part-time Secretaries, Clerks and Aides Employees wishes to establish a workplace for its employees, which is free from the effects of illegal drugs and alcohol. The Parties intend to maintain a workplace in which the employees are free from the effects of illegal drugs and alcohol. The District and the Union intend to maintain a workplace in which the employees are free to perform their duties safely and efficiently and to report to work regularly and on-time. In order to assure that these goals are accomplished, the District will not tolerate the manufacture, distribution, personal possession or presence in the body of alcohol or any controlled substance in any amount, which may impair the personal safety or job performance of any employee.

No employee shall be permitted to:

1. Report to work or remain on-duty while under the influence of alcohol or drugs;
2. Manufacture or distribute, possess, use or be under the influence of alcohol or drugs while on-duty;
3. Store or otherwise maintain alcohol or drugs in any amount in his/her vehicle, locker and/or personal area, except stored or otherwise temporarily maintained in conjunction with the performance of his/her duties as a Shaler Area District Employee;

4. Consume alcohol in any amount during the four (4) hour period immediately preceding his/her normal starting time, preceding any call-out for overtime or while on duty;
5. Perform work for the District if he/she has a breath alcohol reading of 0.02 or higher;
6. Consume alcohol in any amount for at least eight (8) hours following any on-the-job vehicular accident or until he/she has undergone post-accident drug and alcohol testing, whichever should occur first; and
7. Refuse to report or refuse to submit to required drug or alcohol test or otherwise failing to cooperate with the testing procedures.

Employees whose job performance and/or behavior give the District probable cause to believe that they are under the influence of alcohol or some controlled substance will be subjected to a fitness for duty drug and alcohol examination. Probable cause means some identifiable reason for suspecting that an employee is under the influence of a controlled substance; i.e., slurred speech, odor or smell of alcohol, staggering, blood shot eyes, dilated pupils, abnormal behavior, or any other conduct that is usually associated with being under the influence of drugs or alcohol.

The District may also utilize random testing of employees to enforce this agreement. Employees who are requested to submit to a random alcohol or drug screen test must sign a consent form consenting to the urine and/or blood screen test and the release of the test results to the District.

Employees who refuse to submit to the urine and/or blood screen tests, including a breathalyzer test; who fails to remain readily available for testing and/or fails to report to the designated testing site at the specified time, who refuse to sign a consent form; who attempt in any way to alter the drug and/or alcohol screen results; or, who have a positive test for prohibited drugs or 0.08 or above for the presence of alcohol result will be considered to have created just cause and adequate grounds for his/her immediate termination of employment.

An employee with a positive test result will have the right to request that a confirmatory test be performed at their expense. An employee who is required to submit to alcohol/drug testing based on reasonable suspicion shall be sent home for one day with pay. In the event the testing is positive for drugs or alcohol at or above 0.04 the one-day off of work with pay will be changed to without pay in addition to any progressive discipline, which may apply. An employee with a positive drug test result will have his/her employment terminated immediately. Prior to the administration of a written reprimand (positive test result of .04 or higher), oral warnings shall be administered by the employer for test results of .02 to .039. For the first occasion on which the employee tests .02 to .039 the employee will not lose a day's wages for the day the employee is tested and sent home. However, on the second occasion that the

employee tests between .02 to .039 the employee will be sent home without pay in addition to a second verbal warning. The employee has the option of using one of his/her reimbursable leave days in place of the one-day without pay. On the third occurrence, the employee will continue on with progressive discipline and receive a written reprimand and not receive pay for the day that he or she was sent home. An employee with a positive alcohol test result from 0.04 to 0.79 will be subject to progressive discipline, which will be initiated with a written reprimand. The employee must be evaluated by a Substance Abuse Professional (SAP) and successfully comply with the SAP's evaluation recommendations. Failure to successfully comply with the SAP's evaluation recommendations will result in additional progressive disciplinary action up to and including termination of employment. Employees with a positive alcohol test result at or above the 0.08 will be considered to have created just cause and adequate grounds for his/her immediate termination of employment.

Employees may from time to time use medications while working pursuant to a prescription from a physician. Employees must therefore inform their physician that they (1) hold a position in which they are subject to drug testing and, (2) they need the physician's verification that their use of the drug as prescribed will not adversely affect their ability to safely operate a commercial motor vehicle or perform safety sensitive functions. Employees whose use of legal drugs or of medicines containing alcohol that may affect their ability to perform their work, must report this fact to the Department of Human Resources before performing safety sensitive functions.

The terms of this article shall be administered according to the Procedures For Implementing Article XXIV – Drug and Alcohol Testing (Appendix A) agreed to by the District and Union.

PROCEDURES FOR IMPLEMENTING DRUG AND ALCOHOL TESTING

I. INTRODUCTION

- A. **DRUG AND ALCOHOL** – Drug and alcohol abuse is a major problem in the workplace and affects government, business and industry, all age groups, economic levels and geographic areas. It jeopardizes safety and productivity and is a major contributing factor in highway accidents and fatalities. Employees who abuse drugs and/or alcohol are much more likely to have accidents, use sick leave, file workers' compensation claims, be late for work or leave work early. Further, their actions can endanger themselves, their co-workers and the general public.
- B. **PHILOSOPHY** – The Shaler Area School District and its clerical and aide staff are committed to providing a safe, protective and drug & alcohol-free workplace. It is also recognized that employees are a valuable resource and the parties wish to work together to maintain health and well-being. Most drug and alcohol abuse problems can be prevented or rehabilitated. The purpose of this policy is to encourage those employees who may have such problems to seek counseling immediately and to

utilize any and all available resources through the School District and the community at large. In addition, the parties feel that it is important that those who are employed by the School District, set a positive example in the community by actively supporting a drug and alcohol-free work environment. Our goal is to assure that the workplace is free from the adverse effects of drugs and alcohol and to support ongoing governmental efforts to provide the highest possible level of quality public safety services to the residents and taxpayers of Shaler Area School District. It is recognized that an employee's medical records are personal to her/him, and this privacy shall be protected. Such records as are generated shall be maintained by the Director of Human Resources and not available for public inspection. In the event of positive testing or discipline, such records may be utilized only in accordance with this policy.

- C. EDUCATION – Periodically, the School District will provide employees with information on the effects and consequences of drug and alcohol use on personal health, safety and the work environment. In addition, supervisory personnel may be designated by the School District to attend classes on how to recognize the manifestations and behavioral symptoms of drug and alcohol usage.
- D. TERMS & DEFINITIONS – For purposes of interpreting this Policy, the following terms are defined as follows:

Accident – any vehicular accident, as defined under the Commonwealth of Pennsylvania's Vehicle Code and as may be amended.

BAT – a certified breath alcohol technician.

School District – Shaler Area School District, Pennsylvania

DHHS – The Department of Health and Human Services

DOT – The United States' Department of Transportation

Drug(s) – any illicit or illegal drug or other controlled substance

EBT – evidential breath-testing

EBT Device – evidential breath-testing device.

FHWA – The Federal Highway Administration

NIDA and DHHS Certified Laboratory – an independent laboratory operated by the health system designated by the District, which acts as the primary provider of drug and alcohol collection services for the School District, including the MRO and the SAP. The School District may use an alternate program other than that conducted by the health system designated by the District.

MRO – the medical review employee; a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs.

NHTSA – The National Highway and Traffic Safety Administration.

NIDA – The National Institute on Drug Abuse.

Penn Dot – The Pennsylvania Department of Transportation

Employee – any full-time or part-time Shaler Area Clerical staff within the Certified Bargaining Unit.

SAP – the substance (drugs and/or alcohol) abuse professional.

II. VIOLATIONS

An employee is considered to be in violation of this Policy anytime that he or she:

- A. Tests “positive” for drugs at a level equal to or higher than that established under Article X of this Policy, or tests “positive” for alcohol with breath alcohol reading of 0.02 or higher, regardless of whether or not a supervisor or anyone else has determined that the employee is impaired or that the employee’s job performance has been adversely affected;
- B. Fails to adhere to any procedure(s) set forth in the Collective Bargaining Agreement and Article VI of these Procedures; or
- C. Is involved in an accident, and fails without good cause to:
 - 1. Remain on the scene of the accident; and
 - 2. Make himself/herself available for testing.

III. PENALTIES FOR VIOLATING THIS POLICY

Any employee who violates this policy during his/her entire term of employment with the school district will be suspended without pay until such time that the employee can provide proof of successful completion of a drug and alcohol program which would include a clean drug and alcohol test upon completion of the program. Said employees are subject to random drug testing at the employees expense not to exceed 10 tests within one year. Any employee who violates this policy a second time during his/her entire term of employment with the School District will be considered to have created just cause and adequate grounds for his/her immediate termination. In addition, any employee who fails for any reason to follow each and every specific condition and direction outlined under Articles IV and V of this Policy including, but not limited to, the employee’s failure for any reason to meet at the appointed dates and times with the SAP shall be considered to be grounds for disciplinary action, including his/her termination and any challenges shall not be subject to the grievance procedure.

IV. EMPLOYEES UNDERGOING MEDICAL TREATMENT

Any employee who is taking a prescription drug which may impair or limit his/her ability to safely and/or effectively perform his/her duties is required to report the use of this prescription drug in writing to the Human Resources Director or, in the absence of the Human Resources Director to the Superintendent, prior to beginning work. This information is confidential. Failure to report the use of any such prescription shall be considered a violation of this Policy and, as such, may result in disciplinary action, including termination. Any employee regularly taking any prescription may have a report of the medication placed in his personal file to be maintained exclusively by the Human Resources Director and satisfy the requirements of this section. However, a prescription drug, which may impair or limit an employee’s ability to safely and/or effectively perform his/her duties, may not be ingested within a period of time preceding

an employee's shift so as to impair his/her ability to safely and/or effectively perform his/her duties.

V. PROCEDURES FOR IMPLEMENTING THE AGREEMENT

A. PROCEDURES

An employee who tests "positive", for the first time during the entire term of his/her employment with the School District, for alcohol with a breath alcohol concentration greater than 0.02 but below 0.08 will be:

1. Immediately removed from his/her position;
2. Sent home for the balance of the day; and
3. Directed to a SAP for examination, evaluation and possible referral to a counseling or treatment program;
4. Comply fully with each and every recommendation of the SAP;
5. Periodically or as requested submit reports from any person or group as may be designated by the SAP to assure or confirm compliance with each and every recommendation of the SAP;
6. Pass a "return to work" drug and/or alcohol test and agree to "follow-up" testing;
7. Sign an agreement, which releases any and all medical information relating to drug and/or alcohol use to the MRO, ensuring that the employee can safely and effectively perform his/her duties and job assignment before being permitted by the School District to return to work;
8. Acknowledge in writing that he/she understands that a second violation of this policy at any subsequent point in time during the employee's entire term of employment with the School District will be considered just cause and adequate grounds for the employee's immediate discharge;
9. Directed to report back to work the first scheduled workday following the next calendar day after the employee has served the five (5) day suspension without pay.

B. AVOIDING DISCIPLINARY ACTION

Any employee with a drug or an alcohol abuse problem, who voluntarily seeks assistance without violating this Policy or any other policy rule or practice of the School District, will not be subject to disciplinary action.

VI. MANDATORY TESTING

A. EMPLOYEES COVERED – The requirements for mandatory testing contained herein shall apply to all full-time and part-time employees who are considered to be members of the collective bargaining unit under the current collective bargaining agreement between the Shaler Area School District and Teamsters Local 205.

B. PROCEDURES FOR MANDATORY RANDOM TESTING – An employee shall be selected at random for testing during his/her regular working hours, and shall be:

1. Notified that he/she has been selected for random drug/alcohol testing;
2. Escorted to the testing site by a supervisor; and
3. Required to follow all instructions given at the site.

VII. TIME LOST FROM THE WORKPLACE

- A. Time lost from the workplace during any period of absence which resulted from a “positive” alcohol test (other than the mandatory five (5) day suspension without pay), including any absence for purposes of evaluation, rehabilitation, and all follow-up testing shall be accounted for as follows:
 1. To the extent that the employee’s accumulated balance of unused sick leave will permit, all time lost will be charged as a sick leave absence with pay;
 2. After the employee’s accumulated balance of unused sick leave has been exhausted, time lost will be charged against the employee’s accumulated balance of unused vacation time, personal/emergency leave; and
 3. After the employee’s accumulated balance of unused sick leave and vacation time, personnel/emergency leave have been exhausted, time lost from the workplace shall be charged as an authorized leave of absence without pay.
- B. Time lost from the workplace during any period of absence resulting from a positive alcohol test, including any absence for purposes of evaluation, rehabilitation and all follow-up testing shall be limited to a reasonable period of time, which shall in no event exceed sixty (60) calendar days in duration.

VIII. PAYMENT OF COSTS RELATED TO TESTING & REHABILITATION

- A. SCHOOL DISTRICT RESPONSIBILITY – The School District shall be solely responsible for the payment of all costs related to testing and laboratory analysis relating to pre-employment and random drug and/or alcohol testing. The School District shall also be solely responsible for the payment of all costs related to post-accident and suspicious drug and/or alcohol testing where all of the employee’s test results are negative.
- B. EMPLOYEE RESPONSIBILITY – The employee shall be solely responsible for the payment of all costs related to fitness for return to duty and follow/up drug and/or alcohol testing. The employee shall also be solely responsible for the payment of all costs related to post-accident and reasonable suspicion drug and/or alcohol testing by the SAP where any one or more of the employee’s test results are positive.

IX. TYPES OF TESTING

Testing may be conducted for the following reasons: pre-employment, random, reasonable suspicion, post-accident, fitness or return to duty and follow-up to a positive test. Alcohol testing will be conducted for the following reasons: random, reasonable suspicion, post-accident, fitness to return to duty and follow-up to a positive test.

Test types are defined as follows:

- A. **PRE-EMPLOYMENT** – Prior to beginning his/her employment with the School District, any applicant for the position of part-time or full-time employee who has been tentatively selected for an appointment may be required to first submit to a drug-screening test. Any applicant who tests positive will be denied employment. The School District also reserves the right to check with any job applicant's previous Employers, going back not more than two (2) years from the date of application. Any applicant who has a history of previous alcohol and/or drug abuse with a previous employer will also be denied employment. Any job applicant who fails for any reason to consent to and authorize in writing both the pre-employment drug test and the check with his/her previous employers will be considered to have withdrawn his/her application from further consideration for employment.
- B. **RANDOM** – In order to discourage the use of illegal drugs and alcohol, the School District may conduct random tests of its employees for both drug and alcohol. Every employee has an equal chance to be tested every time those tests are conducted, without regard to whether or not the individual employee has or has not been previously tested. The minimum percentage of employees to be tested is subject to change, depending upon any applicable subsequent changes or requirements, which may be dictated by state or federal law. All random selection and testing will be administered through the NIDA and DHHS certified program selected by the District.
- C. **REASONABLE SUSPICION**
 - 1. Testing will be required in any case where the Human Resources Director or a supervisor reasonably suspects that this Policy has been violated as a result of employee's conduct or behavior which has been witnessed by a person trained in the detection of probable drug/alcohol use.
 - 2. Reasonable suspicion may be established and testing required based upon, among other things:
 - a. The direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of drugs or alcohol;
 - b. The direct observation of a pattern of abnormal conduct or erratic behavior; or
 - c. The conviction of an employee for a drug or alcohol related offense.
- D. **POST-ACCIDENT**

Any employee who has been involved in an accident deemed to be a serious event in the discretion of the Human Resources Department while driving a School District vehicle shall be required to:

 - 1. Be tested for drugs by providing urine specimens for drug testing as soon as possible after said accident, but in no event later than 32 hours after the accident;

2. Be tested for alcohol as soon as possible after the accident, preferably within two (2) hours of the time of the accident, but in no event later than eight (8) hours after the accident; and
3. Not consume alcohol in any amount until after he/she has been tested.

NOTE: If as a consequence of the accident, an employee has been seriously injured and cannot provide a specimen at the time of the accident, he/she must provide the School District with authorization to obtain the hospital's records or other documents that will indicate whether or not there were controlled substances or alcohol in his/her system at the time of the accident.

E. FITNESS FOR RETURN TO DUTY

After an employee has been referred to the SAP and undergone the recommended treatments and/or rehabilitation programs, he/she must be tested for drugs/alcohol and the test results negative prior to being permitted by the School District to work.

F. FOLLOW-UP

Any employee, who has been permitted to return to work after testing positive for alcohol, will be subject to unannounced follow-up testing by the SAP for a period of sixty (60) months. There will be a minimum of six (6) follow-up tests conducted during the first twelve (12) months after the Employee's return to the workplace.

X. DRUG TESTING STANDARDS

Urine specimen testing and screening shall include, but not necessarily be limited to, the following Standard 10-Drug Panel for illicit drugs with the cutoffs set forth below:

DRUG	IMMUNOASSAY SCREEN CUT-OFF	GC/MS CONFIRMATION CUT-OFF
Amphetamines	1,000 ng/ml	500 ng/ml
Cannabinoids (Marijuana)	50 ng/ml	15 ng/ml
Cocaine & Metabolite	300 ng/ml	150 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Barbiturates	300 ng/ml	Each 100 ng/ml
Benzodiazepines	300 ng/ml as Oxazepam	Each 100 ng/ml (except alprazolam at 50 ng/ml)
Methadone	300 ng/ml	100 ng/ml
Methaqualone	300 ng/ml	100 ng/ml
Propoxyphene	300 ng/ml	Each 100 ng/ml

XI. OTHER TESTING DETAILS & STANDARDS

- A. SPECIMEN COLLECTION – Individuals will be permitted to provide urine specimens in private and will not be directly observed, except that observed specimen collection may be required anytime that:

1. A specimen falls outside of the range of 90.5 to 99.8 Fahrenheit;
2. A specimen shows signs of contamination;
3. A previous specimen provided by the same employee was determined by the laboratory to have a specific gravity less than 1.003 and a creatinine concentration below .2 g/l; or
4. The collection site person observes employee conduct, which he/she believes indicates an attempt by the employee to substitute or adulterate the sample.

B. LABORATORIES

Only NIDA and DHHS certified laboratories would be used by the School District to conduct testing or determine via testing that there was an attempt by an employee to substitute or adulterate a sample.

C. ESCORT TO THE TEST SITE

Any employee scheduled for random, post-accident or reasonable suspicion testing shall be escorted to the test site by a supervisor and shall be required to follow all instructions given at the site.

D. MRO

An MRO will receive, review, analyze, interpret and evaluate test results obtained from the laboratory prior to notifying the Human Resources Director of the results. Before notifying the Human Resources Director of a positive test result, the MRO will conduct a medical consultation with the employee to discuss the employee's medical history and other medical factors. He will then receive and analyze all medical records made available by the tested employee in order to determine if there might be a legitimate reason for a positive test result. If the MRO should determine that there is a legitimate medical reason for the positive test result, he will report that test result to the Human Resources Director as negative. If the MRO should for any reason be unable to immediately contact the employee who has tested positive, he will then contact the Human Resources Director to report those efforts. The Human Resources Director will then contact the tested employee and direct him/her to contact the MRO within 24 hours. Between this time and the time that the Human Resources Director receives a return (second) call from the MRO, the employee will be Temporarily removed from his/her driving duties and reassigned without loss of pay.

E. REPORTING DRUG TEST RESULTS

The MRO will forward the drug test results to the Human Resources Director. The MRO shall report whether or not each particular tested employee's results were positive or negative. If positive, the MRO will identify the substance for which the test was positive and the level present.

F. SPLIT SAMPLE TESTING

After the MRO has informed the employee that he/she will be reported to the School District as having tested positive for an illegal drug, the employee has the right to request a split sample test at another NIDA/DHHS certified laboratory. The

employee must take any request to the MRO within 72 hours after the MRO-employee consultation (SEE: Items C and D above). The cost of the second laboratory analysis and the subsequent second MRO Review (\$ 65.00, as of January 1, 1996) will be borne solely by the employee, not the School District). However, in any situation where the second test negative, the employee shall be reimbursed by the School District for all costs related to the second test which are not otherwise covered by the employee's hospitalization plan.

G. ALCOHOL TESTING

All alcohol testing is to be performed by a BAT approved by the NHTSA, utilizing an EBT device. All Alcohol Tests are to be conducted in an area where the confidentiality of the results is assured. If the alcohol screening tests indicates an alcohol concentration of 0.02 or greater, a second confirmation test will be conducted within 15-20 minutes after the results of the first test are known.

H. REPORTING ALCOHOL TEST RESULTS

Following a confirmed positive test result for alcohol, the BAT must immediately report the results to the Human Resources Director of Shaler Area School District. This is done so that immediate steps can be taken to ensure that the tested employee does not drive a School District vehicle.

I. RECORDKEEPING

All of the records to the administration of this policy, including all test results, will be maintained by the Human Resources Director for a minimum period of five (5) years. The employee's personnel file shall contain only the following information:

Whether or not the employee submitted to drug/alcohol test(s);

1. The date of the test(s);
2. The location of the test(s);
3. The identity of the person performing the test; and
4. Whether the particular test result was negative or positive. In the event of a positive test result, the District may maintain the name of the drug and its level of presence in the test. The School District will also maintain an annual summary of the records relating to the administration and results of the mandatory testing program. No person may obtain the individual test results without first obtaining authorization from the employee, except as may be otherwise required herein or as may be required by law.

ARTICLE NO. XXV - MODIFIED DUTY

The District shall have the right to return employees on workers' compensation or from an extended absence due to a non-work related injury to work on a light duty or alternative work basis. The District will provide the Union with notice when an employee is so assigned. The District shall not be required to post a position established for this purpose or to make that position available to another employee(s). The employee will be paid the rate of pay established for the job under normal and customary District job

evaluation procedures. The requirements of the position will not be inconsistent with the employee's established medical limitations. An employee shall not be assigned to a position covered by another collective bargaining agreement. The District will provide the employee with the training necessary for the ill employee to perform in the position. A position created for this purpose shall not automatically thereafter be deemed to be a bargaining unit job. The District will not be obligated to retain the employee in the position for any period of time. The District may make such other accommodations as are necessary to facilitate the return to work of such an employee in a particular case

ARTICLE NO. XXVI - DURATION AND EFFECTIVE DATE

This Agreement shall be effective as of July 1, 2023. This Agreement shall continue until June 30, 2028. If either party desires to terminate this Agreement, it shall give notice of same at least one hundred fifty (150) days prior to the termination thereof. The purpose of such early notice is in order to enable the parties to comply with the provisions of the Public Employee Law of the Commonwealth of Pennsylvania.

ATTEST:

SHALER AREA SCHOOL DISTRICT

Board Secretary

President, Board of School Directors

ATTEST:

TEAMSTERS LOCAL UNION 205

Carl A. Bailey, Secretary-Treasurer

Date: _____