

AGREEMENT

Between

NORTH EAST SCHOOL DISTRICT

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

July 1, 2017 – June 30, 2021

AGREEMENT BETWEEN
 NORTH EAST SCHOOL DISTRICT
 and
 INTERNATIONAL UNION OF OPERATING ENGINEERS

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AGREEMENT BETWEEN
NORTH EAST SCHOOL DISTRICT
and
INTERNATIONAL UNION OF OPERATING ENGINEERS

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes Local 95 I.U.O.E. as the exclusive bargaining representative of regular employees as set forth in the Pennsylvania Labor Relations Board Certification of Representative No. PERA-754-W dated January 5, 1972, including all custodians, maintenance and utilities employees.

ARTICLE II

TERM OF AGREEMENT

- A. The term of this agreement shall begin on July 1, 2017, and shall continue in full force and effect until June 30, 2021 or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

ARTICLE III

NO STRIKE – NO LOCK OUT PROVISION

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

ARTICLE IV

- A. Except as expressly provided otherwise in this agreement, the determination and administration of school policy, the operation and management of the schools and the direction of employees are exclusively vested in the Board, and that the Board is the legally constituted body for that purpose.

ARTICLE V

- A. If any article or section of this agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other Articles and Sections shall continue in full force and effect.

ARTICLE VI

DISCRIMINATION AND COERCION

- A. Neither the Board nor any of its foremen, superintendent, or other agents or representatives, shall discriminate against any employee because such employee is a member of, or acting as, a steward, officer, or other agent or representative of the union.
- B. Neither the Union nor any steward, officer, or other agent or representative of the Union shall intimidate or coerce any employee, nor solicit members of funds in the plant during working hours.
- C. The Board shall not discriminate against any of the employees in the payment of wages, assignment of jobs, seniority, promotion, transfer, layoff, discipline, discharge or any other term or condition of employment because of race, creed, color, religion, marital status, sex, age, national origin or membership or non-membership in the Union.

ARTICLE VII

HOURS OF WORK AND OVERTIME

- A. Forty (40) hours shall constitute a regular work week. Eight consecutive hours, exclusive of lunch time shall constitute a regular work day. Time and one-half to be paid for all hours over eight hours. All new employees will be hired for work weeks at the Board's discretion.
- B. Determination of working hours shall be made by management and so posted. Schedules may be changed by the management from time to time to suit changing conditions in buildings, provided that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known publicly to all personnel. A minimum of three (3) days notice must be given for any schedule change unless mutually agreed upon by both parties to be less than three (3). Monday through Friday shall be considered a regular work week for all employees. Time and one-half shall be paid for all work in excess of forty (40) hours in any one week. No employee shall be laid off from regularly scheduled hours of employment for the purpose of offsetting overtime or premium pay.

- C. An employee who is called back for emergency work between the hours of 10:00 PM and 6:00 AM shall be guaranteed a minimum of two (2) hours pay at time and one-half rate and one hour pay at time and one-half between the hours of 6:00 AM and 10:00 PM.

ARTICLE VIII

HOLIDAYS

- A. 1. For the purpose of this agreement, full-time employees shall be eligible for the following holidays. If changed by state law, the legal day shall be observed.

Day before New Year's Day	Good Friday	Labor Day
New Year's Day	Independence Day	Day before Christmas
Friday after Thanksgiving	Memorial Day	Christmas Day
Thanksgiving Day		

- 2. Twelve month part-time custodial employees: Payment shall be made for five (5) holidays at whatever rate and hours are appropriate when worked on that day.

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

- B. 1. A full-time employee working on the following holidays shall receive his holiday pay in addition to this regular rate at time and one-half (1-1/2) for all hours worked on the holiday.

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day

- 2. A full-time employee working on other granted holidays under Article VIII, Section A.1. shall receive his holiday pay in addition to his regular rate for hours worked on the holiday.

- C. The employee full or part-time shall be eligible for holiday pay only if he works his last scheduled shift prior to and his next scheduled shift after such a holiday. An employee shall not forfeit his holiday pay if absent due to the following conditions:

- 1. A full or part-time employee is absent from work due to an authorized absence as defined in Article XI.B. in accordance with the terms of this contract.
- 2. A part-time employee is absent due to a verified illness. If this illness is more than two consecutive days before or after a holiday, a doctor's certificate is required.

- D. A holiday occurring on Saturday shall be observed on Friday and a holiday occurring on Sunday shall be observed on Monday. If school is in session, a mutually agreed upon date will be observed for the holiday.
- E. All employees shall be entitled to an additional vacation day when a holiday occurs during a regularly scheduled vacation.

ARTICLE IX

- A. All full-time employees shall earn vacation days prior to the school year that vacation days are taken:

Less than 12 months	5 days
At least 12 months but less than 8 years	10 days
At least 8 years but less than 17 years	15 days
Seventeen years or more	1 additional day for each year of service to a maximum of 25 days

- B. It is recognized that the absence of service personnel during school time imposes undue hardship on the functioning of the school system; therefore, requests for vacation during the time school is in session are discouraged. Ten (10) days vacation may be saved to be used during the school calendar year, provided no more than one employee is off at any one time in the school district. Except in a case of emergency, all vacation requests must be given to the administration stating the dates of vacation a minimum of one (1) week prior to requested date.
- C. A full-time employee who terminates his employment shall be entitled to any unused, earned vacation pay on a pro-rata basis for months of work in the current year, providing proper notice of at least 14 days is given.
- D. A part-time employee shall earn four (4) vacation days per year after one full year of service. Vacation days shall be earned prior to the school year that vacation days are taken.
- E. Up to five (5) days of unused vacation time may be carried over to the next fiscal year.

ARTICLE X

INSURANCE – FULL TIME

A. Life Insurance

The North East School District will pay the entire cost of the premium for a \$30,000 life insurance policy with accidental death and dismemberment provision for all members of the bargaining unit employed full time. The benefit of the policy will be payable in full to the designated beneficiary in accordance with the terms of the policy.

B. Health Care Insurance

1. Subject to Paragraphs 2, 3 and 4 below and Section E below, the District shall pay the premium for health insurance and prescription drug coverage for only the individual member:
2. Full time employees hired prior to July 1, 2017 in positions A & B, as defined in Article XV, who have dependent coverage as of June 30, 2017, may retain dependent coverage with the premium paid by the District subject to Paragraph 4 below.
3. Full time employees hired prior to July 1, 2017 in position C, as defined in Article XV, may retain dependent coverage with the premium paid by the District subject to Paragraph 4 below.
4. Employees enrolled for coverage shall pay the following through semi-monthly payroll deduction:

Year	Individual	Hired prior to July 1, 2017		
		Parent/Child	Husband/Wife	Family
2017-18	\$71.24	\$85.00	\$88.74	\$93.74
2018-19	\$72.50	\$95.00	\$102.50	\$112.50
2019-20	\$73.76	\$105.00	\$116.26	\$131.26
2020-21	\$75.00	\$115.00	\$130.00	\$150.00

C. Dental Care Insurance

1. Subject to Paragraph 2 and 3 below and Section E below, the District shall pay the premium for dental insurance coverage for only the individual member:
2. Full time employees hired prior to July 1, 2017 in positions A & B, as defined in Article XV, who have dependent coverage as of June 30, 2017, may retain dependent coverage with the premium paid by the District.

3. Full time employees hired prior to July 1, 2017 in position C, as defined in Article XV, may retain dependent coverage with the premium paid by the District.

D. Vision Care Insurance

1. Subject to Paragraph 2 and 3 below and Section E below, the District shall pay the premium for vision insurance coverage for only the individual member:
2. Full time employees hired prior to July 1, 2017 in positions A & B, as defined in Article XV, who have dependent coverage as of June 30, 2017, may retain dependent coverage with the premium paid by the District.
3. Full time employees hired prior to July 1, 2017 in position C, as defined in Article XV, may retain dependent coverage with the premium paid by the District.

E.

1. Eligible employees shall have the same life insurance, health care and prescription drug, dental care and vision care plan design, as those which prevail from time to time for members of the North East Education Association.
2. Retired members shall be permitted to retain health care, dental care and vision care insurance coverage as a member of the unit group until age 65 by paying their own premium in accordance with regulations established by the District.
3. Part-time employees not eligible for individual coverage and full-time employees not eligible for dependant coverage may purchase individual or dependent health care, dental care and vision care coverage by paying the full cost of the individual or dependant premiums in accordance with regulations established by the District.
4. If, during the life of this Agreement, the Commonwealth adopts a plan, by legislation or administrative action, which either requires or allows the District to provide insurance benefits to District employees through a statewide, multi-employer insurance benefit plan or plans, the insurance benefits provided for in this agreement, at the option of the District, shall be discontinued with respect to benefits of the same general nature as are provided through the statewide plan. Such benefits shall thereafter be provided by the District through the statewide plan, under all of the terms and conditions of that plan. The term "general nature", as used above, refers to the broad type of benefit (e.g., medical and hospitalization, dental, vision) and not to specific benefit levels or coverages within those areas.

- F. Coverage will become effective on the first of the month following a thirty (30) day waiting period.

G. Section 125 Program

The North East School District shall establish the Security Flex 125 Program. Security Benefit will be the 125 administrator and insurance carrier in accordance with the provisions of Section 125 of the Internal Revenue Code. Employees may voluntarily participate in the Flexible Spending Account to pay for dependent care and unreimbursed medical expenses in accordance with the provisions of Section 125 of the Internal Revenue Code.

North East School District will establish a payroll deduction slot for Security Benefit. An employee may elect to withdraw or enroll from the plan on a yearly basis at times approved by the District, the plan administrator and the Internal Revenue Code.

RETIREMENT SEVERANCE

- A. The North East School District shall pay to all full-time members who have been employed in this District for the last fifteen (15) years, a severance payment of \$40 per year for all the years served in the District and a payment of \$75.00 per day for days of unused accumulated sick leave including unused personal days. Maximum payment will not exceed \$10,000.00. The member shall receive this severance payment in a separate check with the member's last check. The member, to be eligible for this payment, must notify the administration that he or she is retiring from the profession under the options of the Pennsylvania Public School Employee's Retirement System. Said notice is to be given by January 31 and effective at the close of school the following June.
- B. Should a member decide to retire under the provisions of the Pennsylvania Public School Employee's Retirement System after January 31 because of an emergency situation beyond the member's control which prevents the member from giving notice of intent to retire prior to January 31, then the member shall receive this severance payment in a separate check with the member's final check.
- C. Should a member die while employed in this District and be qualified by having his last eight years of service in this District, the severance payment will be a separate check with the member's final check.
- D. Amount due shall be paid as follows:
 - 1. Lump Sum payment, if the total amount due is less than \$5,000.00
 - 2. Payment to a qualified HRA, if the total amount due is \$ 5,000.00 or more.

ARTICLE XI

LEAVES OF ABSENCE

A. Sick Leave

1. A full-time employee shall be credited with ten (10) days of personal sick leave for the preceding year of continuous service.
2. The total unused portion of annual sick leave shall accumulate up to 200 days.
3. A full time employee with less than one (1) full year of service shall be credited with sick leave on the basis of 5/6 day for each full month of service, not to exceed ten (10) days.
4. A full time employee shall be required to furnish a doctor's certificate for sick time exceeding three (3) days.
5. A full time employee whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of his paid sick leave, may be granted a leave of absence without pay by the Board for the duration of his illness, not to exceed one continuous year.
6. A full time employee granted such leave shall not be eligible for fringe benefits or accrue retirement, vacation, sick leave, or seniority during the period of such leave, except as otherwise provided by state law.

B. Personal Leave of Absence

1. Each member shall be granted three (3) days of unrestricted absence per year for personal reasons without loss of pay. This must be taken in whole day units. Except for emergency situations, no leaves shall be granted under this section during the first or last five (5) days of school or the day before or after a vacation or holiday period. Except for emergency situations, written notice shall be given to the Superintendent, through the immediate supervisor, at least two (2) days in advance of taking leaves under this section.
2. On any given day, no more than one (1) member shall be absent under subsection 1 above, to protect normal functioning of this District.
3. Part-time employees not covered by sick leave under Article XI-A. may use this leave in case of illness or injury.
4. If personal days are not used, the unused portion of days will be added to employees' sick leave.

If more than one request is made for time off, it shall be granted at the discretion of the Superintendent in regard to the availability of substitutes.

C. Bereavement Leave

1. When an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days. Immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household.
2. When an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for an absence on the day of the funeral. Near relative is defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchildren.

D. Military Leave of Absence and Reserve Training

1. The benefits of this section shall be granted in accordance with the provisions of federal and state statutes.

E. Family Medical Leave of Absence

1. Employees who are eligible, apply and are approved for a Family Medical Leave of Absence (FMLA) must use FMLA days concurrently with any other unused personal, sick or unpaid days available to the employee.
2. Employee is required to remit employee portion of monthly insurance premium if all paid days are exhausted during the FMLA.

ARTICLE XII

GRIEVANCE PROCEDURE

It is in the interest of the general public, and in the interest of the school children that both employer and employees service, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement shall be resolved in accordance with the grievance procedure as follows:

A. Definitions

1. Grievance

A “grievance” shall mean a complaint by a member of the unit or a group of the same, that there has been an alleged violation, misinterpretation, or misapplication of a term or terms of this agreement.

2. Grieving Employee

A “grieving employee” is a person or persons making the claims.

3. Days

The term “days” when used in this procedure shall, except where otherwise indicated, mean working days, thus weekend or vacation days are excluded.

B. Procedure

1. Time Limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
- b. The time limits specified may be extended by mutual agreement in writing.
- c. Presentation of the grievance shall be within fifteen (15) days of the time when the member of the unit has knowledge of the grievance.
- d. Failure of the grieving member of the unit to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning the particular grievance.

2. Level One – Immediate Supervisor

- a. Any member or members of the unit may present his/her grievance to his/her immediate supervisor. Such grievance shall be in writing and must state specifically (1) that the grievance procedure is being invoked; (2) the nature of the grievance; (3) the specific terms of the contract on which the grievance is based. The grieving employee may appear alone or with a representative of the bargaining unit.
- b. Within five (5) days of the receipt of the grievance, the immediate supervisor shall inform the grieving employee of his decision and shall provide same with a brief statement in writing of the reason.

3. Level Two - Superintendent

- a. If the grieving employee is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered, he shall file the grievance in writing concurrently with the Superintendent and the bargaining agent within five (5) days after the decision at Level One or ten (10) days after the grievance was presented. If a representative is to appear, this shall be designated in the written appeal or in the initial conference.
- b. Within ten (10) days of receipt of said appeal, the Superintendent or his designated representative shall conduct a hearing. The grieving employee and bargaining agent shall be notified in writing if a designated representative shall conduct the hearing.
- c. The immediate supervisor of the grieving employee who rendered a decision at Level One shall be given notice and the opportunity to be present and participate in the hearing.
- d. Within ten (10) days of the hearing, the Superintendent shall inform the grieving employee and the bargaining agent of his decision and shall provide the same with a brief statement in writing of the reasons for the decision.

4. Level Three – School Board

- a. If the grieving employee is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, he shall within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent request in writing a hearing by the Board at the next regular meeting. Providing a minimum of ten (10) days elapses before the next regular meeting, a hearing will be held by the Board of a committee of the Board at that meeting.

- b. Within ten (10) days of the hearing, the Board shall inform the grieving employee and bargaining agent of their decision and shall provide same with a written statement of the reason for the decision.

5. Level Four - Arbitration

The grieving employee shall within twenty (20) days of notification of the disposition of his grievance or within thirty (30) days of the hearing under Level Three, notify the Board in writing of his desire for binding arbitration of the grievance. The Board and the grieving employee will within ten (10) days of such notification begin selection of an arbitrator. Further provisions for the binding arbitration procedure shall be as stated in Section 903, Act 195.

C. MISCELLANEOUS

1. Assistance

A grieving member or members of the unit may seek and use the assistance of a designated representative of the bargaining agent in the presentation and for appeal of any grievance. He/they may also use professional legal counsel for assistance in the presentation and for appeal of any grievance. The costs incurred by the grieving member of the unit will be borne by that member of the unit.

2. Unobstructed Use

It shall be the firm policy of the board to assure to every member of the unit the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to his professional or employment status.

3. Personnel File

Whenever a letter of reprimand is placed in an employee personnel file, a copy shall be sent to the employee, the bargaining agent, the Superintendent, the Board, and his supervisor.

ARTICLE XIII

SENIORITY

- A. The term “seniority” means a preferred position for specific purposes which one employee within the bargaining unit may have over another employee within the bargaining unit because of a greater length of full time continuous service within the school district. Part-time seniority shall be prorated in lieu of hours worked.
- B. A new employee shall serve a probationary period of one hundred-twenty (120) scheduled working days prior to be considered for appointment. No vacation days shall be taken during the probation period.

- C. Transfers

No vacancy or new position in the bargaining units will be filled by hire, transfer or promotion until such vacancy has been posted for a period of five (5) days and present employees have had the opportunity to apply for such positions and to have their applications considered. Due to unusual circumstances where a need exists to fill the position sooner, the position may be filled temporarily pending the outcome of the posting. All transfers will be made on a probationary basis of sixty (60) scheduled work days. No vacation days shall be taken during the probationary period.

- D. In case of a reduction in force or the elimination of a function, employees in the bargaining unit shall be laid off in accordance with seniority in their classification as provided in Article XVI; also provided that employees with proper skills and qualifications remain to perform required work.
- E. The following shall constitute a break in continuous service: resignation, discharge, retirement, absence without leave for three days, failure to report within three (3) days of recall, failure to report after leave, acceptance of other permanent employment while on leave and on lay-off for twelve (12) months. If continuous service is broken by any of the above, the employee shall lose seniority rights.

ARTICLE XIV

DUES DEDUCTIONS

- A. The Board shall deduct from the salary of the member, membership dues of the union and transmit the deductions to the union provided the Board has been presented with an authorization form signed by the individual members authorizing such deductions.
- B. The monies deducted in accordance with Paragraph A of this Article shall be transmitted to the union on a monthly basis.
- C. The union shall indemnify, defend and save the Board harmless against all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon the payroll deduction authorization forms submitted by the union to the Board.
- D. All payroll deduction authorization forms shall be collected and approved by the union, which shall submit same to the Board. These authorization forms shall remain in effect until the expiration of the present agreement between the North East School Board and the I.U.O.E. Local 95.
- E. Payroll deduction authorization forms shall be printed at the expense of the union in the following form and presented to the Board by the end of the third of June to qualify for deductions. The Board will be notified before the third week of June of the amount of the yearly dues to be deducted while this agreement is in effect.
- F. The monies will be deducted in equal installments over the school year except in months containing three pay periods.

PAYROLL DEDUCTION AUTHORIZATION FORM

NAME _____

ADDRESS _____

SOCIAL SECURITY NO. _____

BUILDING _____

I, the Undersigned, an employee of the North East School District, authorize the North East School District to deduct regular membership dues from my salary as certified by the authorized officers of the Local 95, I.U.O.E. This authorization is to remain valid until the expiration of the present agreement between the North East School Board and the Local 95, International Union of Operating Engineers or any extension thereof unless a written revocation is given to the North East School Board and the Local 95, I.U.O.E. during the fifteen (15) day period prior to the expiration date of the present agreement.

SIGNATURE _____ DATE _____

Approved by the Local 95, International Union of Operating Engineers

BY _____
Financial Secretary

ARTICLE XV

WAGES

Base Rate of Pay	2017-18	2018-19	2019-20	2020-21
A. Custodians				
1. Full time Custodians	16.89	17.23	17.57	17.93
2. Part time Custodians and Full time Custodians hired after January 1, 2010	13.05	13.31	13.57	13.84
3. Part time Custodians hired after July 1, 2017	11.02	11.24	11.47	11.70
B. Head Custodians				
1. Elementary Schools	21.95	22.38	22.83	23.29
2. Middle/High School	21.95	22.38	22.83	23.29
C. Maintenance				
1. Building Technician – Class A	28.51	29.08	29.67	30.26
2. Building Technician – Class B	24.11	24.59	25.09	25.59
3. Groundskeeper	18.15	18.51	18.88	19.26
4. Full time Utility/Maintenance	14.07	14.35	14.64	14.93
5. Part time Utility/Maintenance	13.05	13.31	13.57	13.84

D. Shift Differential

Full time (8 hour) employees starting work after 12:00 noon and before 6:00 AM shall receive a twenty-five cent (\$.25) shift differential in addition to the rate determined in A, B and C above.

E. New Hire / New Position Rate

The rate of pay for new full time employees or employees transferring to a new full time position in A above shall be 85% of the rate of pay for the first year of employment with the District, 90% for the second year, 95% for the third year and 100% of the rate of pay beginning in the fourth year of employment in the new position.

The rate of pay for new full time employees or employees transferring to a new full time position in B above after August 1, 2017 will be \$1.00 above the rate of pay for A.1.

Effective after August 1, 2017, the rate of pay for new full time employees or employees transferring to a new full time position in C above shall be 85% of the rate of pay for the first year in the new position, 90% for the second year, 95% for the third year and 100% of the rate of pay beginning in the fourth year of employment in the new position.

F. Expense Reimbursement

The district will reimburse all maintenance employees up to \$150.00 annually per fiscal year for work boots. Custodial employees may be reimbursed at the Business Administrator's discretion.

ARTICLE XVI

CLASSIFICATION OF EMPLOYEES

- A. A full time employee is defined as an employee scheduled to work eight (8) hours or more per day for 12 continuous months.
- B. During the life of this agreement the district will not reduce the hours of any of the current 8-hour IUOE members.
- C. During the life of this agreement the district will not sub-contract any positions contained in this agreement.

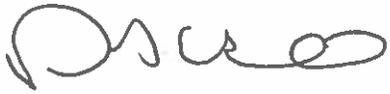
ARTICLE XVII

- A. The parties agree that no additional negotiations on this agreement will be conducted on any item (Article XVIII, - C) whether contained herein or not during the life of this agreement.

ARTICLE XVIII

- A. This agreement is made and entered into this 20th day of April 2017 and by and between the North East School District and Local 95, I.U.O.E.

By 
Dr. Jane M. Blystone, President
North East School District
Board of School Directors

By 
David Conklin, Business Agent
Local 95, International Union of
Operating Engineers