

**AGREEMENT BETWEEN HAZLETON AREA  
SCHOOL DISTRICT**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS  
LOCAL UNION NO. 401**

**TERM OF AGREEMENT**

**July 1, 2022**

**to**

**June 30, 2027**



## **AGREEMENT**

### **1. RECOGNITION:**

Teamsters Local 401, affiliated with the International Brotherhood of Teamsters, 260 S. Washington Street, Wilkes-Barre, Pennsylvania, (hereinafter called Bargaining Agent), is hereby recognized by the Hazleton Area School District, 1515 West 23<sup>rd</sup> Street, Hazle Township, Pennsylvania (thereinafter called School District), as the bargaining agent for the unit of custodial and maintenance employees established under the Public Employee Relations Act (Act 195) providing for collective bargaining.

Both parties agree that this Agreement sets forth the terms and conditions to which each party agrees to be bound and that such Agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

### **2. TERMS OF AGREEMENT:**

The term of this Agreement shall begin 12:01 A.M. July 1, 2022 and shall continue in full force and effect until Midnight June 30, 2027.

### **3. NO STRIKE-NO LOCKOUT PROVISION:**

Both parties agree to faithfully abide by the provisions of the Public Employee Relations Act (Act 195). As a condition of the various provisions of this Agreement to which the parties have agreed, the Bargaining Agent pledges that the members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the School District pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

### **4. WAGES AND SALARY PROVISIONS:**

The parties agree that the wages and salaries to be affected by this Agreement are accurately reflected in Appendix A, made part of this Agreement, and that the schedule of wages and salaries set forth in Appendix A shall be the schedule which shall remain in force for the period of this Agreement.

### **5. CONDITIONS OF EMPLOYMENT AND OTHER EMPLOYEE BENEFITS:**

The parties agree that the conditions of employment and other employee benefits to be provided under this Agreement are accurately reflected in Exhibit B attached to and made a part of this Agreement.

## **6. GRIEVANCE PROCEDURE:**

The parties agree that grievances which arise out of the employment or out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Exhibit C attached hereto and made part of this Agreement.

## **7. MANAGEMENT RIGHTS:**

The Union acknowledges that it is the exclusive function of the Employer to hire, layoff, promote, transfer with reason, classify, suspend, discipline or discharge any employee.

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

The Employer has, retains and shall possess and exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of a contract with the Union, excepting only those that are clearly and specifically relinquished or restricted in this contract.

The Employer shall have the right to make, alter, publish and enforce from time to time reasonable rules and regulations to be observed by the employees. The bargaining unit shall have at least two meet and discuss sessions per year with the Employer and discuss any change in rules or regulations prior to their implementation.

It is agreed that the above recited management rights are subject to the grievance and arbitration procedures as set forth herein when in exercise of said rights, the Employer has violated a specific term or provision of one or more articles of this Agreement.

## **8. WAIVER:**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement.

If during the term of this Agreement any article, clause, provision or portion of the Agreement is ruled by any court of competent jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect. Any provision of State or Federal law or regulation which may appear to alter or impair the rights of the parties of this Agreement shall be construed in a manner consistent with any judicial interpretation or

such law or regulation but so as to wherever possible fully effectuate the terms and intentions of the parties to this Agreement.

**9. EFFECTIVE DATE:**


This Agreement is made and entered into this 11th day of August, 2022 to be effective July 1, 2022 through June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year aforesaid, intending to be legally bound hereby.

ATTEST:

  
\_\_\_\_\_  
SECRETARY

HAZLETON AREA SCHOOL DISTRICT

  
\_\_\_\_\_  
PRESIDENT

ATTEST:

  
\_\_\_\_\_

TEAMSTERS LOCAL 401  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

  
\_\_\_\_\_  
BUSINESS AGENT

  
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NEGOTIATING COMMITTEE

### **EXHIBIT A**

	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>
Custodial Staff	\$15.75	\$16.05	\$16.35	\$16.65	\$16.95
Full-time Substitute Custodian	\$15.75	\$16.05	\$16.35	\$16.65	\$16.95
Maintenance Staff	\$17.75	\$18.05	\$18.35	\$18.65	\$18.95
MMT	\$20.66	\$21.07	\$21.49	\$21.92	\$22.36
Working Foremen	\$26.79	\$27.33	\$27.87	\$28.43	\$29.00
Head Custodian Levels					
Level 1	\$21.00	\$21.42	\$21.85	\$22.29	\$22.73
Level 2	\$20.00	\$20.40	\$20.81	\$21.22	\$21.65
Level 3	\$19.00	\$19.38	\$19.77	\$20.16	\$20.57

In Year 1 of the contract, all employees currently earning less than the starting rate will be moved to the new starting rate stated above.

The Head Custodian Level 1 salary is for the Hazleton Area High School.

The Head Custodian Level 2 salaries are for the Hazleton Area Career Center, Valley Elementary / Middle School, West Hazleton Elementary / Middle School, Heights-Terrace Elementary / Middle School, Freeland Elementary / Middle School, Hazleton Elementary / Middle School (Castle), Maple Manor Elementary / Middle School, Drums Elementary / Middle School and McAdoo-Kelayres Elementary / Middle School.

The Head Custodian Level 3 salaries are for the Hazle Township Early Learning Center, Hazleton Area Academy of Sciences, Arthur Street Elementary School, Hazleton Area Arts and Humanities Academy and the Hazleton Area Academy (WYLN)The District agrees to create the position of full-time Substitute Custodian and include it in the bargaining unit. The starting rate for these positions will be the same as the starting rate for Custodians.

The District may hire up to ten percent (10%) of the current number of regular custodians into the substitute positions. The ten percent (10%) threshold may be exceeded only through mutual consent between the District and Local Union.

Teamsters Local #401 Steward will be notified immediately on the hiring of all new employees of the following information:

- Name of new employee

- Home address
- Date of hire
- Rate of pay

Employees hired on the same day shall have their seniority determined by drawing lots, numbers, or other random drawing established by the District which shall remain consistent for the term of this agreement unless otherwise communicated and agreed to by the Local Union.

## **SALARY INCREASES**

Rates of pay for all employees shall be increased across the board during the term of this Agreement as follows:

July 1, 2022	-	\$1.00 per hour or the increase in the new starting rate, whichever is higher
July 1, 2023	-	\$0.60 per hour
July 1, 2024	-	\$0.60 per hour
July 1, 2025	-	\$0.60 per hour
July 1, 2026	-	\$0.60 per hour

Employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> will receive the hourly increase in the following year after the six month probationary period is completed. Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will receive the hourly increase the following July 1<sup>st</sup>.

## **LONGEVITY PROGRAM**

There will be a three (3) tier longevity program as follows:

- Employees after five (5) years of seniority with the HASD in this bargaining unit - \$0.25/hour increase
- Employees after ten (10) years of seniority with the HASD in this bargaining unit – an additional \$0.25/hour increase
- Employees after ten (15) years of seniority with the HASD in this bargaining unit – an additional \$0.50/hour increase

Note: Longevity Program increases will be effective on July 1 after the employee reaches an anniversary milestone listed above.

## **PREMIUM HOURS FOR CUSTODIANS**

Second Shift - \$0.60 per hour

Third Shift - \$0.75 per hour

Note: Premium hour increases will be effective July 1, 2022 and will not be retroactive.

First shift hours begin at 7:00 A.M., Second shift hours begin at 3:00 P.M. and Third shift hours begin at 11:00 P.M. Employees are paid based on hours worked and will be paid the shift differential for the portion of their shift that overlaps.

There will be an annual amount of \$2,000 paid quarterly for each employee responsible for maintaining a district swimming pool. This provision is limited to one (1) employee per building for each building with a pool. If the employee responsible for the pool is absent, the person filling in will receive an additional \$0.50 per hour for pool coverage.

There will be one (1) backup employee responsible for maintaining any district swimming pools. The employee will be selected in seniority order from the Head Custodian classification. This backup employee shall receive an annual amount of \$1,000 paid quarterly for holding the position. The District will continue to pay for the licensing fees required by the employees required to maintain a pool license as determined by the District.

The Head Custodian at the Hazleton Area High School will receive \$0.50 per hour in addition to their hourly rate. This amount will be added to their base rate when they obtain the position so long as they hold the position.

The Drums Elementary / Middle School Head Custodian is responsible for obtaining necessary certification to operate the Water Treatment Facility. As such, the DEMS Head Custodian will be compensated in the amount of \$1,000 quarterly for the responsibility of operating and maintaining the Water Treatment Facility at Drums Elementary / Middle School.

Employees who fill in for a Head Custodian for durations of more than one (1) week shall be paid an additional three dollars (\$3.00) per hour for all hours worked in that position. The higher rate shall begin on the first day of the second full week or sixth (6<sup>th</sup>) working day whichever comes earlier.

## **METHOD OF PAY**

All bargaining unit employees will be paid every other Friday based on hours worked. Payment for all employees hired on or after July 1, 1998, shall be by direct deposit. Direct deposit may be used for any employee hired before July 1, 1998, who does not object to direct deposit. Paychecks are sent to the building and distributed by the principal or his designee on the payday or the first workday after the payday.



## **EXHIBIT B**

### **TERMS AND CONDITIONS OF EMPLOYMENT HAZLETON AREA SCHOOL DISTRICT CUSTODIAL AND MAINTENANCE STAFF**

1. In accordance with the laws of the United States, the State of Pennsylvania and the established policies and practices of the Board of Directors, there shall be no discrimination against any employee on the basis of race, creed, color, age, sex, national origin, marital status, religion, sexual orientation, ancestry, genetic information, pregnancy, handicap / disability, place of domicile, or membership or participation in, or association with, the activities of any lawful representative organization.
2. The custodial and maintenance staff shall be subject to the immediate supervision and direction of the Facilities Director and further, shall be required to perform any additional service in the line of their duty at the request of the Principal of the building or his designee.
3. Custodial and maintenance personnel shall be guaranteed work five (5) days per week, eight (8) hours per day and forty (40) hours per week. Work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at the rate of one and one-half (1 ½) times the regular hourly rate. When a recognized holiday falls within the employee's regular work week, such holiday shall be considered as though it were an eight (8) hour work day of that work week for the purpose of determining whether overtime is to be paid in excess of forty (40) hours that week.

Regularly scheduled work weeks will be scheduled from Monday through Friday for eight (8) consecutive shifts respectively. There will be a one (1) week notice before any shift changes take place. All Saturday work shall be compensated for at the rate of one and one-half (1 ½) the regular hourly salary and all Sunday work shall be compensated for at twice the regular hourly salary, provided that Saturday is not part of the regularly scheduled work week of the employee. If an employee's schedule is changed without one (1) weeks prior notice from Monday through Friday, to Tuesday through Saturday, or any other schedule which includes Saturday, the Saturday premium shall apply even if the employee volunteers to have his or her salary changed.

When Saturday is scheduled as part of the five day work week, the District will make every attempt to assign work for District sponsored activities and/or events. When an employee is scheduled to work on a Saturday exclusively to cover an activity and/or event sponsored by an outside agency, the custodian will be compensated at the rate of time and a half and the agency will be charged at the employee's time and a half rate. If there is District and non-District sponsored activities and/or events scheduled for a Saturday, the employee will be responsible to cover the building at the normal rate provided that Saturday is part of the five day work week.

## **TEMPORARY EMPLOYEES**

The Union agrees to allow the HASD to use temporary employees for specific projects to be communicated in advance to the Union when feasible.

Temporary employees may not average more than thirty (30) hours per week in any three (3) consecutive month period without mutual consent between the District and Union.

Temporary employees must not be used to circumvent the hiring of regular bargaining unit employees or to perform duties regularly performed by bargaining unit employees or to perform duties of previously abolished bargaining unit positions. Temporary employees may not be used for the purpose of circumventing overtime for current seniority employees. Temporary employees may not work overtime unless all current seniority employees qualified to perform the work have previously been offered the overtime work at that time.

Temporary employees must be paid a minimum of the current starting rate in effect in the Agreement at the time of their employment with the District.

The Monday following the last day of school, all employees will start day shift hours provided that there are no activities or events scheduled for the evening hours. If there is a need for the district to staff the building in the evening, a one day notice will be given and the staff will be chosen based on reverse seniority in the building. Employees will return to their normal hours one week prior to the start of school.

Custodial staff with cleaning responsibilities in the kitchen and cafeteria areas in the school will be notified of their duties at the start of each school year and copies will be given to each cafeteria manager and head custodian. All parties involved will know the scope of their respective duties.

The Facilities Director, Assistant Facilities Director, Building Principal / Director, Working Foreman and Head Custodian will direct the responsibilities of the Maintenance Department staff. Only in the event of an emergency, Security personnel will be able to direct the Maintenance Department employees.

On Act 80, in-service, snow days or any other day school is not in session the shifts will be determined by the Facilities Director or designee for all Maintenance Department positions in the building. Facilities Director or designee will assign all duties to all the Maintenance Department personnel.

Each member of this bargaining unit will be entitled to a fifteen (15) minute break.

A minimum two (2) hour call-out shall be paid for all call-outs from 9:00 P.M. to 5:00 A.M. during the week and all day Saturday, Sunday, and Holidays throughout the year. Employees called out at other times will be guaranteed one (1) hour pay at the prevailing overtime rate. If however, it is determined that the alarm was not an intrusion, attempted

intrusion, system malfunction, etc., but the fault of the maintenance employee, no payment shall be made for the call-out.

All overtime shall be with the prior approval of the Facilities Director or designee.

Employees must be on the job the full eight (8) hours and forty (40) hours, except for one-half (1/2) hour per day for lunch. Employees may leave the building for lunch as long as the building has coverage. If found not on the job, the discipline procedure leading ultimately to dismissal will be followed per Exhibit C. School vehicles shall not be used for personal business or during lunch periods.

4. Substitutes – Substitutes may be used in place of regular employees when regular employees are absent from work. Substitutes may also be used to fill temporary vacancies for a period of time not to exceed sixty (60) working days.

5. The following paid holidays will be observed on which there shall be no work except that which may be necessary for the maintenance of the building:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Columbus Day  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Veterans' Day  
Day before Christmas  
Christmas Day  
Day after Christmas

The above holidays will be observed by employees provided school is not in session that day as a result of a snow makeup day (except Good Friday). Any day lost because school is in session will be added to the Independence Day holiday. The Monday after Thanksgiving shall be a day off for bargaining unit members, provided school is not in session on that day. The Board further agrees not to schedule school on that day unless forced to do so because of a labor stoppage, or if more than five (5) snow days are to be rescheduled. If required to report to check buildings, employees will be guaranteed two (2) hour salary at prevailing overtime rates, in accordance with the minimum call-out provisions referenced above. Employees shall work either the day before or after a paid holiday to be eligible for said payment. Vacations and illness shall be considered time worked for this purpose.

If the above holidays fall on a Saturday or Sunday, the Board of School Directors shall have the option to give the employee the preceding or following work day off, in lieu of payment for said holiday.

When such holidays falls within the regular work week of an employee, such employee shall receive the regular day's pay, therefore employees required to work on the above listed holidays shall receive twice the regular hourly salary, in addition to the regular holiday pay.

When employees are forced to work a scheduled holiday due to snow make-up days, the employees shall receive two (2) additional personal (sick) days in lieu of holiday pay. Employees may carry a maximum of four (4) days earned by working on Holidays from year to year. Any additional days earned in excess of four (4) in any school year by working a holiday must be used by the last day of the calendar year of that ending school year or they will be paid out in the first pay period of the following calendar year.

The bereavement leave provisions of this agreement entitle employees in this bargaining unit to full pay when absent on account of death in the immediate family of such employee or employees for four (4) school days, with the provision that if additional days be necessary for burial they will be allowed up to, and including, the day following the day of burial. Members of the immediate family shall be defined as mother, father, sister, brother, son, daughter, grandchild, wife, husband, mother-in-law, father-in-law or near relative who had lived with the family in the same household, or any person with whom the employee had made his or her home. In the case of death of a near relative, such as: aunt, uncle, grandfather, grandmother, first cousin, nephew, niece, son-in-law, daughter-in-law, brother-in-law or sister-in-law, no deduction in pay shall be made for absence to attend the funeral of such relative for a period not to exceed one (1) day.

In any school year whenever an employee is prevented by illness or accidental injury from following his or her occupation, the School District shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of eleven (11) days. Any such unused leave shall be cumulative from year to year without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one or more years, subject to School Board Policy that a doctor's excuse is needed following the second consecutive day of absence. No employee salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.

The school district may require the employee to furnish a certificate from a physician or other practitioner after two (2) days, or if abuse is suspected, certifying that said employee was unable to perform his/her duties during the period of absence for which compensation is required to be paid under this provision.

The school district shall maintain and supply annually to each employee a copy of a cumulative record of sick leave credited to and used by such an employee.

All compensation required to be paid under this provision shall be paid to the employee in the same manner and at the same time said employee would have received his/her salary if actually engaged in the performance of his/her duties.

An employee who misses any part of the work day will be charged with nothing less than one-half (1/2) of one sick day for the absence if the employee is otherwise eligible for paid sick leave.

Leave beyond the employees accrued leave (dock days) shall not be permitted without prior approval by the Superintendent of Schools. Leave will be granted or denied on a case-by-case basis based upon the facts and the extenuating circumstances necessitating the leave request.

An employee whose sick leave usage substantially exceeds the average among bargaining unit members may be asked to provide a certification from a physician explaining the excessive absenteeism and/or be required to undergo a complete medical evaluation including appropriate testing and evaluation for alcoholism and/or drug use or addiction. The employee will be released from work without loss of pay for the purposes of such medical evaluation. The results of the medical evaluation and the recommended course of treatment shall be made available to the school district as a condition of return to work with the district.

Payment shall be made to custodial and maintenance personnel upon retirement or to the beneficiary as listed on the retirement program, upon the death of said employee, for unused sick leave, at the rate of

\$35 per day for days 1 through 99  
\$45 per day for days 100 through 199  
\$55 per day for 200 or more.

There is no limit on accumulating sick days. This amount will be transferred to a tax deferred 403B special pay plan upon retirement. Payments under this section along with any type of early retirement incentive payments will be made in combined maximum annual installments of twenty thousand dollars (\$20,000). Payments must conclude after five (5) years.

Five (5) days of sick leave may be used for Personal Days in each contract year during the term of this Agreement effective upon the signing of this Agreement.

6. All custodial and maintenance personnel with one year's experience shall be granted an annual two (2) weeks' vacation with pay and those with five (5) years' experience shall be granted three (3) weeks' vacation with pay. Custodial, Maintenance, Head Custodial and Working Foremen employees will then receive one (1) additional vacation day per year after they have completed fifteen (15) years of service to a maximum of five (5) weeks' vacation after twenty-five (25) years. The anniversary date of the employee shall be used to determine vacations.

Vacations may be taken year round, subject to the District's ability to efficiently manage its operations. Vacations shall be granted according to seniority and availability of replacements. All buildings must remain at least fifty percent (50%) staffed. Vacations in excess of one (1) week need the approval of the Superintendent of Schools or his/her designee. Employees may not take more than two (2) consecutive weeks of vacation.

Upon initial eligibility for two (2) or three (3) week vacation (upon completion of a one (1) year or five (5) years of service, the number of days vacations shall be determined by prorating said days from the anniversary date to June 30 of the applicable year.

Example: Employee hired January 1, 1989, shall be eligible for one (1) week vacation on July 1, 1989. Effective July 1, 1990, said employee shall be eligible for two (2) weeks' vacation.

Upon death of an employee his family beneficiary or estate shall receive vacation pay for any unused vacation. Upon retirement or resignation, the employee shall receive vacation pay for any unused vacation. Termination of an employee does not entitle said employee to payment for unused vacation.

Vacation days may be carried over to the following year up to a maximum of five (5) days with prior written approval of the employee's immediate supervisor. Any unused vacation days in excess of five (5) days will automatically be converted and carried over as sick days.

7. School District maintenance persons performing work on the light towers of the Harman-Geist Stadium shall be compensated at a rate equal to that being paid for similar categories by an "outside" contractor while actually up on the light towers.

All snowplowing and salting will be done on a volunteer basis by an established volunteer list (to be updated every winter). The Round Robin method will be used for all call outs. Only Teamsters employees will be able to do the snow plowing and salting with the exception of contracted services.

Employees called out to shovel or plow snow shall receive a minimum two (2) hour call out guarantee when reporting for work.

Hours worked due to snow emergencies (when school is closed for other employees) Monday through Friday will be paid at time plus one-half the employee's regular rate of pay. This work will be offered at the Facility Director's discretion with respect given to seniority at all times.

All overtime shall be on a "Round Robin" basis according to seniority. Refusing to accept overtime shall be considered as time worked for "Round Robin" purposes, without pay. No one can be forced to work overtime. If phone contact is made (not answer machines, etc.), it shall count as your turn. "Overtime Year" shall be July 1 through June 30. January and February are "Equalization Months." You cannot be called for overtime on a sick day or

vacation day, but could still be called for Saturday and/or Sunday, unless your vacation days include both Friday and Monday.

To start “Round Robin,” a senior person on job is offered first, examples are:

1. Senior Custodian in school.
2. Senior person assigned to stadium/field.

If no one works, or more persons needed, then goes to overall seniority.

8. Maintenance persons shall be provided all reasonable and necessary tools required for the performance of their duties within the School District.

Each custodial and maintenance employee shall receive six (6) pair of “appropriate” working gloves annually. “Appropriate” shall be determined by the Facilities Director or designee.

The School District shall provide uniforms for the staff.

9. New employees shall be subject to a probationary period of six (6) months and the Board may terminate such employment at its discretion during this period without right to appeal. Upon satisfactory completion of the probationary period, the new employee shall be given permanent status and the proper officers of the Board are hereby authorized automatically to issue a custodial contract to such employee. Apply “91 days language” as in Pension Qualification to equal full year’s seniority.

10. Any custodial or maintenance person deemed by the Board of School Directors to be guilty of incompetence, intemperance, neglect of duty, violation of any of the school laws of this Commonwealth, advocating or participating in un-American or subversive doctrines or other improper conduct shall be removed in accordance with the provisions of Section 514 of the School Code of Pennsylvania.

Further, any custodial maintenance employee found guilty of theft or destruction of school property shall be immediately discharged.

11. When new positions are created or vacancies occur, current seniority employees shall have the right to apply for such positions and seniority rights will prevail, if the known abilities of the applicant qualify him/her for the position. There shall be a fifteen (15) working day trial period for any employee so appointed on any position in a different job classification. Employees changing positions in the same job classification shall not receive the fifteen (15) working day trial period.

When an employee bids on a position and is the successful candidate for the position, they must accept the position subject to the fifteen (15) working day trial period if applicable. If

the position is not accepted, the employee must wait thirty (30) weeks from the date the bid came down to bid any other position.

When an employee bids on and is awarded, accepts, and remains in a new position beyond the fifteen (15) working day trial period if applicable, that employee is eligible to bid on any other open position regardless of grade or pay rate up to one (1) additional time per year. The year is a rolling twelve (12) month period beginning on the date of the second move for any employee.

Employees may bid on any position that would result in a promotion at any time regardless of previous moves in any period, but must accept that position if successful through the bidding process or be prohibited from bidding on any other positions for thirty (30) weeks from the date the bid came down.

If a vacancy occurs specifically in the Head Custodian category, the position will first be posted among the other current Head Custodians and seniority will prevail among the applicants. If there is a vacancy and a current Head Custodian does not apply for the position, the District will administer a test, interview and appoint individual with the best qualifications for the position.

If a vacancy occurs specifically in the Working Foreman category, the following process will occur:

1. The Working Foreman position will first be posted among the other current Working Foremen and seniority will prevail among the applicants.
2. If (1.) does not occur, then the vacant Head Custodian position for that building will be posted among the other current Head Custodians and seniority will prevail among the applicants.
3. If another current Head Custodian bids on the vacant Head Custodian position that is posted from (2.), the 2nd Head Custodian position will be posted and the same process will follow until a vacancy exists in a Head Custodian position.
4. When the vacant Head Custodian position is not bid by any of the current Head Custodians, the Working Foreman position will be posted and will cover / be responsible for the open Head Custodian school. Administration may possibly have to adjust the schools under the Working Foreman's responsibilities based on the vacant Head Custodian position.

The vacant Working Foreman position will be posted and the district will administer a test, interview and appoint the individual with the best qualifications for the position.

All employees shall be permitted to bid into a lower category without prior approval of the Board of School Directors only one time during the duration of the Contract. If an employee bids onto a lower category during the term of the contract, then that employee cannot again bid into a lower category without prior approval from the Board of School Directors.



Employees who choose to bid down in job classification shall receive a new pay rate. The new rate will be based on the difference between the two corresponding job classifications (using starting rates).

There will be no wage penalty assessed for employee longevity. For example, if an employee is making \$19.00/hour at a position that starts at \$17.00/hour and is bidding down to a job that pays \$12.00/hour, the new rate would be based on the following calculation.

Existing job classification rate:	\$17.00/hour
New job classification rate:	\$12.00/hour
Difference in rates:	\$5.00/hour

The \$5.00/hour rate reduction would be subtracted from the employee's PRESENT RATE. In this example, the new rate of pay would be \$14.00/hour. ( $\$19.00 - \$5.00 = \$14.00/\text{hour}$ )

The job classifications from highest rate to lowest rate are:

1. Working Foreman
2. MMT
3. Head Custodian
4. Maintenance Staff
5. Custodial Staff

If a job is abolished by the district, any affected employee required to change jobs within the bargaining unit may not lose more than \$1.00 per hour regardless of the position they end up working in.

Seniority also prevails in "bumping positions" in the case of layoffs, school closings or job eliminations. The employee affected can bump anyone lower than themselves in seniority but only for the reasons stated above. If a person bumps a person in a higher classification, that person will have to pass a test administered by the Facilities Director.

12. There shall be a check-off of dues and assessments for all custodians and maintenance employees who so desire. Employees have an option to join the Union after 30 days of employment pursuant to Article 19 whose indemnification and hold harmless provisions shall apply to this Article as well.

13. All seniority shall revert to the first day of hiring as a full time employee by the Board of School Directors.

14. Job Classifications as follows:

Working Foreman  
Master Maintenance Technician  
Head Custodian

Maintenance Staff  
Custodial Staff  
Full-time Substitute Custodian

Overhead loader and back hoe operator to be considered as skilled maintenance. 15.

All vacancies shall be posted within seven (7) days of the effective date of resignation and shall be filled within thirty (30) days. Seven (7) days' notice shall be given prior to any position being abolished.

16. Payroll deductions shall be made for Hazleton School Employees Credit Union contributions or loan payments.

17. Employment Benefits:

### **Hospitalization**

The Board will provide for each employee and spouse (as noted) and dependent to age twenty-six (26) (end of month in which they reach age 26), unless the adult child has another offer of job-based coverage a self-funded Health Savings Account (HSA) PPO as the base plan administered by a third party administrator. Disabled dependent children are eligible for medical coverage under the program regardless of age as are physically incapacitated children who are incapable of self-support.

Employees who retire after 1/1/2019 who are receiving medical benefits shall be converted to the HSA plan offered in this agreement, regardless of the plan they had be enrolled in at the time of their retirement from the district during this agreement.

Any employee hired on or after July 1, 2002 will receive individual health, dental and vision coverage. Any employee hired on or after July 1, 2002, with two (2) or more years of seniority with the District will be eligible to select a plan to cover their spouse and/or children, but will be responsible for forty percent (40%) of the difference in the current premium in effect at that time between the individual plan and the other plan. This provision for new hires will remain in effect for members of the Teamsters Local Union 401 bargaining unit and is not dependent on or related to an agreement with another bargaining unit.

The HSA Plan provides for a \$2,000 (one person) / \$4,000 (more than one person) deductible with the HASD funding the employee's HSA account as follows:

EFFECTIVE DATE	SINGLE HSA	NON-SINGLE HSA	DEDUCTIBLE
1/1/2023	\$1,250	\$2,500	\$ 750 / \$1,500
1/1/2024	\$1,250	\$2,500	\$ 750 / \$1,500
1/1/2025	\$1,000	\$2,250	\$1,000 / \$1,750
1/1/2026	\$1,000	\$2,250	\$1,000 / \$1,750
1/1/2027	\$750	\$2,000	\$1,250 / \$2,000

An optional \$500 deductible PPO plan will be available to employees who do not wish to switch to the new HSA \$2,000/\$4,000 deductible plan. The payroll deduction contribution amounts for the optional plan are listed below.

The District maintains a wellness program which is required for all members electing coverage and covered spouses where applicable. The Wellness program will consist of the employee providing verification of having an annual physical. The HSA Funding amounts above are provided the employee completes the HASD Wellness program. If wellness program is not completed by September 30th of each year the amounts above are \$500 less than stated for employees enrolled in the HSA \$2,000/\$4,000 plan and a surcharge of 10% above the contribution rate for those employees enrolled in the optional \$500 PPO plan.

The Prescription Drug program is a three tiered program for the HSA plan. After the deductible has been met the three tiers are as follows for the duration of the agreement for the HSA plan:

Generic *	\$ 5
Preferred	\$ 25
Non-Preferred	\$ 40

\*Note – it is understood that the Third Party Administrator of the Prescription Program will from time to time have a \$0 cost for some prescriptions on the Generic drug tier.

NOTE: Both current and employees hired after ratification shall contribute toward the cost of the medical insurance premium. Contribution by current employees or new employees over the life of the agreement will be as follows:

For the entire term of this agreement, employees who enroll in the new HSA (Health Savings Account) \$2,000/\$4,000 plan will contribute toward the amount of the premium as follows:

	<u>Single</u>	<u>EE+1</u>	<u>EE+2 or more</u>
HSA Monthly Amounts	\$18.52	\$34.10	\$47.46

For the entire term of this agreement, employees who enroll in the optional PPO \$500 deductible plan will contribute toward the amount of the premium as follows:

	<u>Single</u>	<u>EE+1</u>	<u>EE+2 or more</u>
PPO Monthly Amounts	\$70.85	\$127.54	\$191.33

It is understood and agreed that the premium contribution shall be deducted each pay through payroll, pretax deduction.

The District will participate with the Smart-Shopper and Active-Care programs as long as the providers continue to offer these two programs.

Nothing in this Agreement shall require the District to extend family coverage or husband and wife coverage under any hospitalization plan to both employees who are married and eligible for coverage under the District plan or the same plan with another employer. Such employees shall be entitled to reinstatement of full coverage in the event of death, divorce or other loss of coverage through his or her spouse.

Members eligible for the benefit package are entitled to switch back and forth between the new Health Savings Account (HSA) plan and the PPO plan upon their choosing at each annual open enrollment period.

The Board will continue to provide the same individual prepaid dental care policy as has been in effect with individual and dependent coverage. This policy will be equal to or better than the full Blue Cross/Blue Shield dental care (100% UCR) excluding orthodontia coverage for bargaining unit members.

<u>Dental Services Proposed</u>	<u>Paid by Insurance</u>	<u>Paid by Patient</u>
Diagnostic	80%	20%
Preventive	80%	20%
Basic Restorative	50%	50%
Oral Surgery	50%	50%
Endodontic	50%	50%
Periodontics	50%	50%

The maximum usage will be One Thousand Five-Hundred Dollars (\$1,500.00) per person per calendar year. Eligible dependent children are covered to age 26 (end of month in which they reach age 26), unless the adult child has another offer of job-based coverage. Disabled dependent children are eligible for dental care under the program regardless of age as are physically incapacitated children who are incapable of self-support. There will be no deductible attached to this coverage. Full time members of this bargaining unit will participate with the plan outlined in this section. In such case as the Hazleton Area Educational Association (HAEA) negotiates a plan with greater benefits, members of this bargaining unit will be eligible to participate in the better plan.

The Board shall provide vision care insurance for each employee and their dependents. Said coverage to minimally provide annual eye examinations, annual glaucoma testing, annual lenses if required and bi-annual frames as required. Full time members of this bargaining unit will participate with the plan outlined in this section. In such case as the Hazleton Area Educational Association (HAEA) negotiates a plan with greater benefits, members of this bargaining unit will be eligible to participate in the better plan.

#### Life Insurance:

The Hazleton Area School District will provide Life Insurance coverage in the amount of Fifty Thousand (\$50,000.00) Dollars for the members of the bargaining unit. This change shall be prospectively applied upon signing of this Agreement.

#### Hold Harmless:

Hospitalization, dental, life and vision insurance coverage are contracts between the Employer and the insurance carrier. No dispute over a claim for hospitalization, dental, life or vision insurance will be subject to the grievance procedure established in this collective bargaining agreement.

It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability for payment of hospitalization, dental, life or vision insurance. It is agreed that the Employer's liability shall be limited to the payment of premiums.

The Employer shall have the unilateral right to change dental, vision or life insurance carriers provided there are no decreases to benefits.

Discontinuance of Hospitalization Insurance:

- A. All employees of the Hazleton Area School District may reduce or waive coverage for hospitalization, medical-surgical, major medical, dental and vision insurance coverage's offered in four (4) available combinations.
  - 1. Hospitalization, medical-surgical, major medical, dental and vision.
  - 2. Hospitalization, medical-surgical, major medical.
  - 3. Dental.
  - 4. Vision.
- B. All employees of the Hazleton Area School District waiving health insurance benefits will be reimbursed five (5%) percent of the premium cost of the affected coverage. This option is available to only one employee when the spouse is also a District employee. If that employee were to discontinue, the employee and spouse would have to have coverage with another plan outside the District.
- C. To exercise waiver of benefits, an employee must submit a completed request for employees benefit waiver to the business office for review and approval. The waiver must be submitted no later than May 15<sup>th</sup> for implementation in the proceeding school year.
- D. The benefit waiver period begins July 1<sup>st</sup> of each fiscal year and terminates June 30<sup>th</sup> of the preceding year.
- E. Payment to the employee for waiver of health benefits will be made on December 1<sup>st</sup> and on June 1<sup>st</sup> of the same school year. Payment will be separate from the employee's base pay. Employees hired after July 1<sup>st</sup> of the school

year, and who elect to waive health benefits, will receive a pro-rated reimbursement for the period.

- F. The request to waiver health benefits will be ongoing unless discontinued by the employee. Such discontinuance must be done at the end of each benefit period (June 30<sup>th</sup>) unless discontinued earlier for emergency situations as listed below.
  - G. Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the Business Office. Reinstatement of the affected benefits will occur on the first day of the month proceeding the date of approval. Payment for the waived period of benefits will be prorated.
  - H. An emergency is defined as an unforeseen change in an individual's circumstances.
  - I. In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health, dental, and vision insurance benefits provided to all other Bargaining Unit employees.
  - J. In no event will the waiver policy be used to circumvent any rights and employee or their dependent may have under any state and/or federal rules, regulations, or laws.
18. Sick Leave Bank – Operating Guidelines:
- 1. The sick leave bank is voluntary for members of the bargaining unit.
  - 2. Only participating members may withdraw from the sick leave bank.
  - 3. All accumulated sick leave and personal leave must be exhausted before an individual may withdraw from the bank.
  - 4. Upon establishment of the bank, each participating employee will donate one of his/her accumulated days to the bank. Members will not be required to contribute any additional sick days until such time as the bank requires replenishment.
  - 5. When an individual's total leave has been exhausted, the point at which that individual becomes eligible to withdraw days shall be based upon the amount of sick and personal leave accumulated by the individual as of the first day of the contract year in which the request for benefits is made. The waiting period is measured in scheduled workdays as follows:

Accumulated Leave

Up to 18 days  
More than 18 days  
More than 36 days  
More than 54 days

Waiting Period

Five (5) school days  
Three (3) school days  
One (1) school day  
Zero (0) school days

6. All requests for use of days from the sick leave bank will be reviewed for final decision by the Sick Leave Bank Committee. It is understood that the intention is to provide for catastrophic situations such as cancer; coma; massive heart attack; stroke; terminal illness. The Association will appoint the members of the Committee.
7. The maximum number of days that may be withdrawn by an individual in a given school year shall be thirty (30).
8. Employees who do not become members of the bank when it is established may become members in any subsequent year by donating to the bank the number of days so far relinquished by the participants in the bank; these members are subject to a one-year waiting period before they may withdraw from the bank.

New employees may become full participants in the bank without any waiting period provided that they donate one day to the bank in the first year of their employment.

9. Requests for withdrawal from the bank shall be made in writing to the Committee, which will approve the withdrawal at their discretion.
10. Nothing contained herein shall be construed to modify the discretionary powers of the Board to grant additional leave.

19. Drug and Alcohol Testing

The Union recognizes the right of the District to require employees, as an ongoing condition of employment, to submit to reasonable suspicion, after accident, return from medical leave or workers returning from a worker's compensation injury to submit to drug and alcohol testing. In addition, all bargaining unit employees who drive HASD vehicles may be subject to a random drug test once every six (6) months. It is understood and agreed that the District will pay for all such testing and that the time associated with same shall be paid by the District. The District reserves unto itself the ability to establish the policy and/or procedures to accomplish same.

20. Flexibility at Wiltsie Center

As part of an MOU signed on 12/2/2013, the parties have agreed that:

1. Outside groups renting and/or utilizing the Wiltsie Center can provide their own custodial/maintenance personnel and/or clean up staff with the understanding and agreement that there shall always be at least one (1) custodial or maintenance staff person working said event when the Center is formally open to the public and admission to said event is charged.
2. The above provisions shall not apply in situations where no admission is charged by the group utilizing the Center.



## **EXHIBIT C**

### **DISCIPLINE PROCEDURE**

Discipline procedure for alleged employee offenses:

- 1<sup>st</sup> offense – oral reprimand with witness
- 2<sup>nd</sup> offense – written reprimand
- 3<sup>rd</sup> offense – docked the day's wages with warning
- 4<sup>th</sup> offense – docked for one week without pay
- 5<sup>th</sup> offense – dismissal

Action taken by the Board under steps two and three of the Discipline Procedure as described in Exhibit C of the current contract shall become null and void after a period of two (2) years and all reference to same shall be removed from employee's file.

### **EMPLOYEE GRIEVANCE PROCEDURE**

#### **A. Definitions**

##### **1. Grievance**

A grievance is hereby defined as:

- a. A complaint by a member of the bargaining unit regarding the meaning, interpretation or application of any provision in this Agreement, or
- b. A grievance as defined herein, shall not apply to any matter in which the union is without authority to act.

##### **2. Aggrieved Person**

An aggrieved person is the person or persons making the claim.

##### **3. Party in Interest**

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting union members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## **C. Procedure**

### **1. Time Limits**

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. The time limits specified may, however, be extended by mutual agreement.

### **2. Level One – Facilities Director**

Within ten (10) workdays of the first occurrence of the alleged grievance or within ten (10) workdays after the Employee could reasonably be expected to first have knowledge of the alleged violation of the agreement, the union member shall first discuss it with the Facility Director, either directly or through the Union's designated representative, with the objective of resolving the matter informally.

### **3. Level Two – Superintendent of Schools**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Union within five (5) school days after the decision at Level One or five (5) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Union shall refer to the Superintendent.

### **4. Level Three – Board of School Directors**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, he may within five (5) school days after the grievance was delivered to the Superintendent, request in writing that the grievance be referred by the Union, to the Board of School Directors.

### **5. Level Four – Arbitration**

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Board of School Directors, he may within five (5) school days after a decision by the Board of Directors or fifteen (15) school days after the grievance was delivered to the Board of School Directors, whichever is sooner, request in writing that the Union submit its grievance of arbitration. If the Union desires, it may submit the grievance to

arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notices of submission to arbitration, the Board and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The Arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrators shall have no power or authority to add to, subtract from or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, reserved by law exclusively for the Board, or which violate the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding to the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense and the cost of the hearing room and court reporter shall be borne equally by the Board and the Union.

Any other expenses incurred shall be paid by the party incurring same.

#### **D. Rights of Union Members to Representation**

##### **1. Employee and Union**

Any aggrieved person shall be represented at all stages of the grievance procedure by himself or at his option by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

##### **2. Reprisals**

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party of interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

**E. Miscellaneous**

1. Group Grievance

If in the judgment of the Union, a grievance affects a group or class of members, the Union may submit such grievance in writing to the Superintendent and the processing of such grievance shall be commenced at Level Two. The Union may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Union.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.