

MASTER CONTRACT BETWEEN

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF ERIE, PA AND

THE INTERNATIONAL UNION OF

OPERATING ENGINEERS LOCAL #95

JULY 1, 2016 – JUNE 30, 2021

Non-Discrimination Policy

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

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the School District of the City of Erie, Pennsylvania, hereinafter sometimes called the "Board" or the "School District" and Local #95, International Union of Operating Engineers, AFL-CIO, hereinafter called the "Union."

WITNESSETH

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

ARTICLE I RECOGNITION

The Board hereby recognizes Local 95, I.U.O.E. as the exclusive bargaining representative of regular appointed employees as set forth in the Pennsylvania Labor Relations Board Certification of Representative No. PERA-R-727-W dated April 2, 1971, including Engineers, Firemen, Bus Drivers, Bus Attendants and Delivery Personnel.

ARTICLE II UNION RIGHTS

1. Whenever any representatives of the Union (not to exceed 2) are required to participate during working hours in negotiations or grievance proceedings, they shall suffer no loss of pay.
2. The Union will be allowed one (1) steward located at the Service Center. His duties will be to investigate/intercede when problems arising with bus drivers and attendants occur. He will report his findings to the Supervisor of Service Center/Transportation and the Union President and Secretary.
3. The representatives (2) of the Union (with permission of the Chief Engineer) shall be allowed to visit other schools or the Service Center to investigate employees' complaints. Upon arrival at the school they shall notify the Principal and the Engineer of their visit. Upon arrival at the Service Center they shall notify the Supervisor(s). During the visits the representatives shall suffer no loss of wages.
4. The Union shall be allowed to use the facilities of the interschool mail system in accordance with the practices, procedures, and schedules of said system which is subject to change from time to time.
5. The Union shall limit such use up to two (2) envelopes not exceeding 14" x 16" per school per week. The Board shall assume no financial or legal responsibility for loss or damage to Union mail and the Union agrees that no condition or situation relative to the interschool mail facilities shall be subject to the grievance procedure.
6. The Union and its representatives shall be allowed to use school buildings at reasonable hours for executive board meetings and/or special meetings - not general Union meetings - with the approval of the Building Principal and in accordance with established use of building procedures.

ARTICLE III NO STRIKE OR LOCKOUT

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

term of this agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement.

ARTICLE IV WAGES

- A. During the term of this agreement, the wage schedules to be affected by this agreement are set forth in Appendix A, which is made part of this agreement, and such wage schedules shall remain in force for the period of this agreement.
- B. The Board agrees to deduct the Union regular monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. Such deductions shall be made only after receipt of a signed voluntary written authorization from the employee. The amount to be deducted shall be certified to the Board by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. If any employee revokes his authorization, no new authorization from such employee shall be honored during the balance of the term of this agreement. The Union shall indemnify and save the Board harmless against any and all claims, demands, or other forms of liability, that may arise through complying with any provisions of this Article. The School District will send the dues within five (5) working days to the designated Union officials.

ARTICLE V GRIEVANCE PROCEDURE

- A. The parties agree that an orderly and expeditious resolution of complaints and grievances arising out of the interpretation of the terms of this agreement shall provide for a five (5) step process.
- B. A person or persons shall discuss a complaint or problem orally with the Chief Engineer within twenty-four (24) hours following its occurrence in an effort to resolve the problem in an informal manner.
- C. Grievance Steps

Step I. If the oral discussion of the complaint or problem fails to resolve the matter, the employee and/or the Union shall present a grievance, in writing, to the Chief Engineer within twenty-four (24) hours following the oral discussion. Following further discussion of the grievance, it shall be answered by the Chief Engineer within five (5) days following its receipt.

Step II. If the answer in Step I fails to resolve the grievance, the Union and/or the employee shall, within five (5) days of receipt of the Step I answer, forward the grievance to the Supervisor of Service Center/Transportation. Following a discussion with the employee and/or the Union, the Executive Director of Human Resources shall answer the grievance in writing within ten (10) days following its receipt.

Step III. If the answer in Step II fails to resolve the grievance, the Union and/or the employee shall forward the grievance to the Personnel Supervisor within five (5) days of receipt of the Step II answer. Following a discussion with the employee and/or the Union, the Personnel Supervisor shall answer the grievance in writing within ten (10) days following its receipt.

Step IV. Within five (5) days of receipt of the Step III answer, the grievance may be submitted to arbitration as provided in Section 903 of the Pennsylvania Public Employee Relations Act.

If the Board and the Union fail to agree upon the selection of an arbitrator within fifteen (15) days following referral to arbitration, they shall request the Federal Mediation and Conciliation Service to submit a panel of arbitrators.

The parties shall alternately strike names from the panel until one name remains, who shall be designated arbitrator.

The issue to be arbitrated shall be submitted to the arbitrator in a form mutually satisfactory to the parties, and the arbitrator shall conduct a hearing as expeditiously as possible.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement. His decision shall be final and binding on the parties. The expenses of arbitration shall be shared equally by the parties.

- D. Any grievance not referred from a lower step to the next higher step within the time limits specified shall for all purposes be settled in accordance with the answer given at the lower step. If the Board or its representative fails at any step to give a written answer within the time limits specified, the Union may advance the grievance to the next step of the procedure. The time limit specified in this Grievance Procedure may be extended by written mutual agreement of the parties.

ARTICLE VI SENIORITY

- A. A new employee shall serve a probationary period of six (6) months. Employees will be eligible for health, dental, and vision insurance benefits on the first day of employment, but no other fringe benefits. He may be terminated for any reason during the probationary period without recourse to the grievance procedure. Service as a substitute shall not apply toward this 6-month period. If an employee in this bargaining unit is awarded a job with the District outside of this bargaining unit and fails to successfully complete whatever probation period applies in the new job, he will be permitted to bump back to his old position in this bargaining unit. This provision will not be effective until/unless an identical provision is in effect in each other agreement that the District has with non-instructional employee bargaining agents.

The rate of pay for Bus Drivers, Bus Attendants and Delivery -- AVA Equipment and Mail during the six (6) month probationary period shall be ten (10) cents an hour less than the negotiated step commensurate with experience and license. During this probationary period a performance log shall be maintained by the respective Department Head.

- B. Promotions and transfers within the bargaining unit shall be made on the basis of seniority providing the employee has the qualifications, skills, and abilities to perform the job, as determined by the Board.
- C. 1) No vacancy or new position in the bargaining unit will be filled by hire, transfer, or promotion until such vacancy has been posted for a period of ten (10) days and present employees have had the opportunity to apply for such positions and to have their application considered. The vacancy is defined as a position unencumbered due to a death, resignation, dismissal, retirement, or due to a position newly created by the Board. All applications (bids) from employees must be hand-delivered to the Human Resources Department.
 - 2) a. For licensed employees (including licensed school bus drivers) classification seniority shall accrue from the date a licensed employee is appointed to his classification. This seniority shall be used for bumping purposes.
 - b. School class seniority shall accrue from the date an employee is permanently assigned to his current class of school. For purposes of this agreement, school class shall mean the numerical school class designations set forth in Appendix A.
 - c. Employees shall be required to progress through each class of school successively. This may change due to grade of license and approval of the Chief Engineer.
 - d. An employee in the same school class may have preference when bidding for a vacancy in the same school class over lower school classes.
 - e. Classification seniority shall prevail if school class seniority is equal.
- 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 provided that employees with proper skills and qualifications remain to perform required work.
- E. Employees on layoff shall notify the Personnel Department of any change in address or availability for recall.
- F. 1) Employees shall be recalled to work in accordance with seniority, qualifications, skills and ability.

2) Employees to be recalled after a layoff shall be notified as far in advance as possible by notice in writing sent by registered mail, special delivery, return receipt requested, to the last address shown on the Employer's record. (It shall be the obligation of all employees, whether on active or laid-off status, to keep the employer informed of change in their home address.) A copy of such notice shall be given to the Union.

G. Seniority shall be terminated as follows:

- 1) Quit
- 2) Discharge
- 3) Absent for two (2) days without notification of valid reason, unless the employee is unable to contact management.
- 4) Failure to report for work within five (5) days of notification of recall, unless the employee is unable to contact management.
- 5) On lay-off for twenty-four (24) months.

ARTICLE VII BOARD RESPONSIBILITIES

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

ARTICLE VIII HOURS OF WORK AND OVERTIME

- A. Eight (8) hours shall constitute a regular day's work and forty (40) hours a regular work week. Established work schedules are set forth in Appendix B, which is made part of this agreement.
- B. Determination of starting time shall be made by Management. Schedules may be changed by the Management from time to time provided that changes shall be made known to affected personnel a minimum of three (3) days in advance. Monday through Friday shall be considered a regular work week, except for necessary continuous seven (7) day operation. Time and one-half (1-1/2) shall be paid for all work in excess of eight (8) hours in any one day. Time and one-half (1-1/2) 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. An employee who is absent due to a bona fide paid illness, vacation, paid holiday or other authorized paid leave of absence shall not have the absence offset for purpose of calculating overtime.
- C. An employee who is called back for emergency work after leaving for home at the termination of his regularly scheduled shift shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1-1/2).
- D. Building Engineers may notify the Chief Engineer by the end of shift of Wednesday of building conditions that might require a mechanical check (bank time). The need to conduct mechanical checks (bank time) will be determined by the Chief Engineer. Unless directed otherwise, Building Engineers will be permitted to select the time of day when mechanical checks are conducted.

If performed, Building Engineers will receive two hours of pay for a mechanical check conducted on Saturdays, Sundays, and holidays at Academy, East, Erie, Wayne, Pfeiffer-Burleigh, and Strong Vincent. All other schools: one hour on Saturdays, Sundays, and holidays.

- E. If an employee is asked to perform another job other than laborer, he shall be paid the rate of the job he is asked to perform in increments of an hour or more.

ARTICLE IX HOLIDAYS

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

	2016	
Holiday	Day	Date
<i>New Year's Day</i>	Friday	January 1, 2016
<i>Martin Luther King Day</i>	Monday	January 18, 2016
<i>Good Friday</i>	Friday	March 25, 2016
<i>Monday after Easter</i>	Monday	March 28, 2016
<i>Memorial Day</i>	Monday	May 30, 2016
<i>Independence Day</i>	Monday	July 4, 2016
<i>Labor Day</i>	Monday	September 5, 2016
<i>Thanksgiving Day</i>	Thursday	November 24, 2016
<i>Friday after Thanksgiving</i>	Friday	November 25, 2016
<i>Monday after Thanksgiving</i>	Monday	November 28, 2016
<i>December 24</i>	Friday	December 23, 2016
<i>Christmas Day</i>	Monday	December 26, 2016
<i>December 31</i>	Friday	December 30, 2016

2017		
Holiday	Day	Date
<i>New Year's Day</i>	Monday	January 2, 2017
<i>Martin Luther King Day</i>	Monday	January 16, 2017
<i>Good Friday</i>	Friday	April 14, 2017
<i>Monday after Easter</i>	Monday	April 17, 2017
<i>Memorial Day</i>	Monday	May 29, 2017
<i>Independence Day</i>	Tuesday	July 4, 2017
<i>Labor Day</i>	Monday	September 4, 2017
<i>Thanksgiving Day</i>	Thursday	November 23, 2017
<i>Friday after Thanksgiving</i>	Friday	November 24, 2017
<i>Monday after Thanksgiving</i>	Monday	November 27, 2017
<i>December 24</i>	Friday	December 22, 2017
<i>Christmas Day</i>	Monday	December 25, 2017
<i>December 31</i>	Friday	December 29, 2017

2018		
Holiday	Day	Date
<i>New Year's Day</i>	Monday	January 1, 2018
<i>Martin Luther King Day</i>	Monday	January 15, 2018
<i>Good Friday</i>	Friday	March 30, 2018
<i>Monday after Easter</i>	Monday	April 2, 2018
<i>Memorial Day</i>	Monday	May 28, 2018
<i>Independence Day</i>	Wednesday	July 4, 2018
<i>Labor Day</i>	Monday	September 3, 2018
<i>Thanksgiving Day</i>	Thursday	November 22, 2018
<i>Friday after Thanksgiving</i>	Friday	November 23, 2018
<i>Monday after Thanksgiving</i>	Monday	November 26, 2018
<i>December 24</i>	Monday	December 24, 2018
<i>Christmas Day</i>	Tuesday	December 25, 2018
<i>December 31</i>	Monday	December 31, 2018

2019		
Holiday	Day	Date
<i>New Year's Day</i>	Tuesday	January 1, 2019
<i>Martin Luther King Day</i>	Monday	January 21, 2019
<i>Good Friday</i>	Friday	April 19, 2019
<i>Monday after Easter</i>	Monday	April 22, 2019
<i>Memorial Day</i>	Monday	May 27, 2019
<i>Independence Day</i>	Thursday	July 4, 2019
<i>Labor Day</i>	Monday	September 2, 2019
<i>Thanksgiving Day</i>	Thursday	November 28, 2019

<i>Friday after Thanksgiving</i>	Friday	November 29, 2019
<i>Monday after Thanksgiving</i>	Monday	December 2, 2019
<i>December 24</i>	Tuesday	December 24, 2019
<i>Christmas Day</i>	Wednesday	December 25, 2019
<i>December 31</i>	Tuesday	December 31, 2019

2020		
Holiday	Day	Date
<i>New Year's Day</i>	Wednesday	January 1, 2020
<i>Martin Luther King Day</i>	Monday	January 20, 2020
<i>Good Friday</i>	Friday	April 10, 2020
<i>Monday after Easter</i>	Monday	April 13, 2020
<i>Memorial Day</i>	Monday	May 25, 2020
<i>Independence Day</i>	Friday	July 3, 2020
<i>Labor Day</i>	Monday	September 7, 2020
<i>Thanksgiving Day</i>	Thursday	November 26, 2020
<i>Friday after Thanksgiving</i>	Friday	November 27, 2020
<i>Monday after Thanksgiving</i>	Monday	November 30, 2020
<i>December 24</i>	Thursday	December 24, 2020
<i>Christmas Day</i>	Friday	December 25, 2020
<i>December 31</i>	Thursday	December 31, 2020

2021		
Holiday	Day	Date
<i>New Year's Day</i>	Friday	January 1, 2021
<i>Martin Luther King Day</i>	Monday	January 18, 2021
<i>Good Friday</i>	Friday	April 2, 2021
<i>Monday after Easter</i>	Monday	April 5, 2021
<i>Memorial Day</i>	Monday	May 31, 2021
<i>Independence Day</i>	Monday	July 5, 2021
<i>Labor Day</i>	Monday	September 6, 2021
<i>Thanksgiving Day</i>	Thursday	November 25, 2021
<i>Friday after Thanksgiving</i>	Friday	November 26, 2021
<i>Monday after Thanksgiving</i>	Monday	November 29, 2021
<i>December 24</i>	Friday	December 24, 2021
<i>Christmas Day</i>	Monday	December 27, 2021
<i>December 31</i>	Friday	December 31, 2021

ARTICLE X
LEAVES OF ABSENCE

A. Sick Leave

- 1) A full-time employee with regular Board appointment shall be credited July of each year with ten (10) days of personal sick leave for the preceding full year of continuous service.
- 2) The total unused portion of the annual sick leave shall accumulate indefinitely.
- 3) An employee with less than one full year of service on July 1 shall be credited with sick leave on the basis of one day for each full month of service, not to exceed ten (10) days.
- 4) An employee shall be required to furnish a doctor's certificate when returning from a sick leave exceeding two (2) days and, may be required to produce a certificate for shorter absences at the discretion of the District after an employee uses ten (10) sick days in a year.
- 5) A new employee shall not be credited with sick leave until he completes his probationary period and receives a regular Board appointment.

An 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 the illness, not to exceed one continuous year. Request for such leave extension shall be made in writing to the Personnel Department.

- 6) When the employee is out of credited sick leave and has received an approved unpaid leave of absence, the Board will pay for and continue all insurance programs up to one (1) year, although the employee is responsible for his/her share of premium payments as if he/she remained at work.

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

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

- 7) Upon return from sick leave, the employee shall return to his former job, if physically qualified and the position is in existence, or to an- other position in accordance with seniority, qualifications and ability.

B. Personal Leave

- 1) Employees shall be entitled to three (3) days of personal leave per year. Such leave shall be used for matters which cannot be scheduled outside of work hours.

Requests for personal leave shall be made in writing to the immediate supervisor and then forwarded to the Chief Engineer at least five (5) calendar days in advance of the day requested.

Personal days may not be used on the work day immediately preceding or following any regular holiday or vacation period.

- 2) It is understood that personal leave will not be used for vacation days in themselves or to extend vacations, holidays, or weekends.
- 3) In the event of a bona fide emergency (a situation which could not have been anticipated under normal circumstances) the employee's supervisor may, at his discretion, make an exception to the above conditions for two (2) of the three (3) personal days.
- 4) Personal days may be scheduled in one-half (1/2) day segments with the approval of the Supervisor.
- 5) Employees hired prior to July 1, 1987 will have their three days of personal leave credited to them each July 1st. Employees hired after July 1, 1987 will receive no credit for personal leave until the successful completion of their probation period, and, thereafter, the annual allowance will be credited on the anniversary date of employment. Any employee who has not used all available personal days as of the date on which new leave is to be credited, will be permitted to carry forward one day of personal leave into the next entitlement year, for a maximum of four days in that year. Any days not used and not carried forward

shall be credited to the employee's accumulated sick leave as of the beginning of the following entitlement year (July 1st, or anniversary date, as appropriate).

C. Funeral Leave

- 1) An employee, as defined in Paragraph A-1, shall be allowed five (5) work days, or seven (7) consecutive days, beginning with the day following the death, without loss of regular wages, in each case of death of the member of the immediate family. The term "immediate family" shall be understood to include the following:

Mother	Grandson
Father	Granddaughter
Brother	Parent-in-Law
Sister	Near relative residing in same
Son	household
Daughter	Person with whom employee has
Husband	made his home
Wife	

- 2) In other cases — grandmother, grandfather, son-in-law, daughter-in-law — absence shall be allowed without loss of regular wages through the day of the funeral.
- 3) In case of death of near relatives (first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law), an employee shall be allowed up to one (1) day to attend the funeral without loss of pay.
- 4) Absence for funeral leave shall not affect accumulated sick leave.
- 5) With permission of the Chief Engineer or Supervisor of Service Center/Transportation an employee may attend a funeral or act as a pallbearer for close friends and be permitted to use available personal days or vacation to cover the absence, without regard to the normal advance notice requirements, or restrictions that apply to the use of such days.

D. Jury Duty and Court Subpoena

An employee required to serve as a juror shall receive his regular wages less any compensation received as a juror. Satisfactory evidence of serving as a juror must be presented to qualify for payment. Similar makeup pay shall be granted to an employee who loses time from work because of his appearance in court pursuant to proper subpoena, except when he is either a plaintiff, defendant or other party to the court proceeding.

E. Military Leave of Absence

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

F. Annual Military Reserve Training

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

- G. An employee absent from work because of mumps, scarlet fever, measles, chicken pox, tuberculosis, head lice, or scabies contracted during the school year shall be paid for regularly scheduled hours lost and shall not be charged with loss of personal sick leave.

If engineers and firemen and bus drivers and bus attendants are involved in summer school sessions/runs, they will be covered under this clause.

H. Leaves of Absence

- 1) An employee may be granted a leave of unpaid absence other than for illness up to six (6) weeks.
- 2) Paid leave for other emergency situations may be granted with the approval of either the Chief Engineer or Supervisor of Service Center/Transportation.
- 3) An employee is responsible for paying the full cost of all of his or her insurance while he or she is on unpaid leave of absence, unless otherwise noted in this Agreement.

- 4) Bidding seniority does not accrue while on unpaid leave of absence.
 - 5) Leaves of absence provided by this Article run concurrently with leaves under the District's Family and Medical Leave Act policy, if the FMLA is applicable.
- I. An employee shall be granted one (1) day without loss of pay for parental responsibilities at the time of a birth of a baby or for the adoption of a child.
- Employee may use the day from the day of birth until the mother leaves the hospital.
- J. The District shall grant leaves of absence to employees on account of adoption under the following terms and conditions:
- 1) As soon as a date of adoption can be determined, the employee shall notify the Director of Personnel, in writing, of such date. After giving such notice, the employee may submit a request for a leave of absence.
 - 2) The leave of absence shall ordinarily be for a fixed period up to a maximum of two (2) years. If the employee desires to return to work before expiration of the leave, the request must be submitted, in writing, to the Director of Personnel at least thirty (30) days prior to the desired date of return.
 - 3) Another adoption during the period of a leave cannot be used to gain an additional adoption leave.
 - 4) The employee applying for and securing a leave of absence under the provision of this Section shall not receive salary from the effective date of said leave until the employee returns to active service in the School System.
- K. 1) Upon the birth of a child, child-rearing leave, not to exceed one year, shall be granted at the request of an employee. An extension of not more than one year may be granted upon receipt of such request from the employee. During the period of the child-rearing leave the employee shall not be employed in a job outside of the Erie School District. Time spent on child-rearing leave shall count as actual District service regarding the accrual of benefits and seniority rights.
- 2) Requests for leave shall be made no later than one month prior to the anticipated commencement of the leave. In the case of employees who become disabled due to childbirth, the employee may use all credited sick leave and accrued vacation time for the period of actual disability, as certified by a physician. All other periods of leave related to childbirth or child rearing shall be without pay. The unpaid portion must commence at the end of the period during which the employee is disabled as a result of childbirth. In the case of employees who are not disabled by childbirth, the leave must commence on the date of birth. Another pregnancy during the period of a leave cannot be used to gain an additional child-rearing leave.
 - 3) Employees working beyond the sixth month of pregnancy must obtain from their physician written advice that the performance of regular duties poses no health risk. This medical advice must be repeated each subsequent month until absence from work commences. If the employee cannot obtain such medical advice the employee will be deemed disabled and eligible to utilize accumulated sick leave.

L. FMLA Leave

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

M. CHRISTMAS SHUTDOWN

WORK SCHEDULE FOR ALL 2,080 HOUR EMPLOYEES COVERED BY LOCAL 95:

CHRISTMAS 2016	DAY	DATE
<i>December 24, 2016</i>	Friday	December 23, 2016
<i>Christmas Day</i>	Monday	December 26, 2016
<i>*Shutdown 1</i>	Tuesday	December 27, 2016
<i>*Shutdown 2</i>	Wednesday	December 28, 2016
<i>*Shutdown 3</i>	Thursday	December 29, 2016

<i>December 31, 2016</i>	Friday	December 30, 2016
<i>New Year's Day</i>	Monday	January 2, 2017

CHRISTMAS 2017	DAY	DATE
<i>December 24, 2017</i>	Friday	December 22, 2017
<i>Christmas Day</i>	Monday	December 25, 2017
<i>*Shutdown 1</i>	Tuesday	December 26, 2017
<i>*Shutdown 2</i>	Wednesday	December 27, 2017
<i>*Shutdown 3</i>	Thursday	December 28, 2017
<i>December 31, 2017</i>	Friday	December 29, 2017
<i>New Year's Day</i>	Monday	January 1, 2018

CHRISTMAS 2018	DAY	DATE
<i>December 24, 2018</i>	Monday	December 24, 2018
<i>Christmas Day</i>	Tuesday	December 25, 2018
<i>*Shutdown 1</i>	Wednesday	December 26, 2018
<i>*Shutdown 2</i>	Thursday	December 27, 2018
<i>*Shutdown 3</i>	Friday	December 28, 2018
<i>December 31, 2018</i>	Monday	December 31, 2018
<i>New Year's Day</i>	Tuesday	January 1, 2019

CHRISTMAS 2019	DAY	DATE
<i>December 24, 2019</i>	Tuesday	December 24, 2019
<i>Christmas Day</i>	Wednesday	December 25, 2019
<i>*Shutdown 1</i>	Thursday	December 26, 2019
<i>*Shutdown 2</i>	Friday	December 27, 2019
<i>*Shutdown 3</i>	Monday	December 30, 2019
<i>December 31, 2019</i>	Tuesday	December 31, 2019
<i>New Year's Day</i>	Wednesday	January 1, 2020

CHRISTMAS 2020	DAY	DATE
<i>December 24, 2020</i>	Thursday	December 24, 2020
<i>Christmas Day</i>	Friday	December 25, 2020
<i>*Shutdown 1</i>	Monday	December 28, 2020
<i>*Shutdown 2</i>	Tuesday	December 29, 2020
<i>*Shutdown 3</i>	Wednesday	December 30, 2020
<i>December 31, 2020</i>	Thursday	December 31, 2020
<i>New Year's Day</i>	Friday	January 1, 2021

CHRISTMAS 2021	DAY	DATE
<i>December 24, 2021</i>	Friday	December 24, 2021
<i>Christmas Day</i>	Monday	December 27, 2021
<i>*Shutdown 1</i>	Tuesday	December 28, 2021
<i>*Shutdown 2</i>	Wednesday	December 29, 2021
<i>*Shutdown 3</i>	Thursday	December 30, 2021
<i>December 31, 2021</i>	Friday	December 31, 2021
<i>New Year's Day</i>	Monday	January 3, 2022

*Shutdown - FT employees receive pay for shutdown days.

ARTICLE XI VACATIONS

- A. The vacation eligibility year shall be July 1st through the following June 30th.
- B. During the term of this agreement, a full-time employee with regular appointment by the Board shall, on July 1st of any year that this agreement is in effect, be eligible for vacation with pay for continuous service with the School District prior to July 1st in accordance with the following schedule:

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

- C. A new employee shall not be eligible for vacation until he has received a Board appointment and has completed his probationary period. The new employee shall receive vacation credits from the first day of his service to the following June 30th in accordance with the schedule set forth in Paragraph B of this Article. Such vacation shall be credited on the July 1st following the first day of service or the date of successful completion of the probationary period, whichever is later.
- D. During the term of this agreement, vacations will be credited to the employee as of July 1st for work performed during the preceding year; provided, however, that in the case of employees who are entitled to increments in vacation time above and beyond ten (10) days as set forth in Paragraph B of this Article, such increments shall be credited as of the employee's anniversary month and day of continuous service, but the taking of such incremental day or days as vacation time will be subject to the remaining paragraphs of this Article.
- E. Wherever practicable, vacation preference shall be honored in accordance with School District seniority. It is understood the vacation periods must conform with requirements for qualified personnel to perform necessary work. All vacations must be taken between July 1st and September 1st following accrual of vacation credit. Ten (10) days vacation for other events will be granted upon written request one (1) month prior to desired time off, provided no more than one licensed man is off in each building, and no more than ten licensed men are off in one given week.

 Bus Drivers may have one week off with approval of the Supervisor of Service Center/Transportation, provided relief drivers are available. No more than two men may be off at any one time. Bus Drivers and Bus Attendants will be allowed to use three (3) additional days of their credited vacation for other events when school is not in session provided relief drivers are not needed and with the approval of the Supervisor.

 It is further understood that, except for the foregoing, vacation time may only be taken when a substitute is not required. Half days will be allowed with approval of the Chief Engineer or Supervisor of Service Center/Transportation with no substitutes.
- F. Vacations must be taken during the vacation year or shall be forfeited although up to ten (10) unused vacation days each year may be converted to sick days. Anniversary increments must be taken prior to the July 1st following the date of crediting of the increment or the increment shall be forfeited.
- G. An employee who terminates his employment shall be entitled to any unused, earned vacation pay and vacation pay on a pro-rata basis for months worked since July 1st in the current vacation eligibility year.

**ARTICLE XII
INSURANCE**

A. Health Insurance

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

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

Specialist Office Visit:	\$30 co-payment (effective July 1, 2017)
Physician Office Visits:	\$30 co-payment (effective July 1, 2017)
ER:	\$100 co-payment (effective July 1, 2017)
Out-of-Network Deductibles:	\$1,000 individual, \$2,000 family/ Max \$2,000 individual, \$4,000 family
Retail Prescription Co-Payments:	\$8 generic*, \$20 brand
Mail Order Prescription Co-Payments:	\$16 generic, \$40 brand

*Mandatory soft to hard generic.

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

Effective July 1, 2017:	\$80
Effective July 1, 2018:	\$90

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

- 2) It is understood that individual differences between individual applicants, beneficiaries, the processors of claims, and the insurer(s) are not subject to the Grievance Procedure of this Contract. Such differences shall be disposed of by the insurer(s) and the individual applicants or beneficiaries in accordance with the normal claims procedure of the insurer(s).
- 3) The School District will waive the monthly employee contributions for Dependent Insurance of employees who have contributed for that class of Dependent Insurance for at least 3 years or 72 pays. This is subject to change when and if the monthly premium rates paid by the District increase or decrease. If the Dependent Coverage status of an employee changes at any time so as to normally result in a greater employee contribution, the difference between the old and new amount is to be deducted for the three-year period before such additional contribution amount is to be waived. This paragraph will not apply to employees hired after July 1, 2016.
- 4) An employee who removes his/her spouse from dependent coverage under the District's plan of health insurance will receive a payment of \$750.00. An employee who has received the payment of \$750.00 for removing his/her spouse from dependent coverage under the District's plan will be allowed to have such coverage reinstated for his/ her spouse upon providing proof to the District that said spouse's employment has ceased through termination, retirement, or layoff. Proof of cessation of employment shall consist of written verification from the former employer or a copy of an Application for Retirement Benefits or its equivalent. If the reinstatement occurs within two (2) years of the removal of the spouse, the District shall be permitted to recover the \$750.00 from the employee through payroll deduction over a period of 12 months following the reinstatement.
- 5) This section applies to employees, new to the District, who become employees on or after October 10, 2013. This District's plan will always be the primary payer for employees of the School District of Erie and their dependent children, but will be the secondary payer for a spouse who has a medical plan offered through their place of employment.

If an employed spouse opts out of the medical coverage that is available to them at their place of employment and chooses to enroll in the District's plan, there will be an additional cost to the employee for this coverage. This additional cost will equal the difference between the single COBRA rate and the Employee + Spouse COBRA rate as determined by the insurance plan's actuaries.

B. Life Insurance and Accidental Death and Dismemberment

The Board shall provide without cost to the employees:

- 1) life insurance protection which shall pay to the employee's designated beneficiary the sum of at least thirty-five thousand dollars (\$35,000) upon death; and
- 2) accidental death and dismemberment protection of at least thirty-five thousand dollars (\$35,000).

C. Dental Plan

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

The benefits shall be as follows:

<u>Dental Services</u>	<u>Dental Treatment Costs</u>	
	<u>Paid by Carrier</u>	<u>Paid by Patient</u>
Diagnostic	100%	0%
Preventative	100%	0%
Restorative	100%	0%
Oral Surgery	100%	0%

Endodontic	100%	0%
Periodontic	100%	0%
Prosthodontic	50%	50%
Orthodontic	50%	50%

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

D. Visual Care Plan

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

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

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

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

H. Absence due to injury and disability as a result of an assault (which is an intentional act) by students or non-students on school property or on school business shall not be charged against the worker's sick leave days. The Board shall continue the employee's hourly base rate and benefits for the duration of the absence, but not to exceed two (2) calendar years from the date of injury, provided the employee agrees in writing to return to the Board any Pennsylvania Workers' Compensation, Social Security, and other Insurance Benefit payments or monies obtained (not to exceed payments made to the worker by the School Board) relating to the assault. Employees who have been assaulted must notify their Building Principal or immediate supervisor immediately.

Absence due to injury (other than assault) which is compensable in accordance with the Workers' Compensation Act shall not be charged against the employee's sick leave days unless the duration of disability is within the waiting period required by the Workers' Compensation Act. An employee who has been absent from work for one year must, at the beginning of the second year, provide a statement from his/her doctor stating that the employee cannot return to work. In that event, the employee will be responsible for the full cost of any insurance benefits he/she wishes to retain for that year. If this should change in another contract the language will be changed in this contract accordingly.

Any benefit payments under an employee's private insurance program need not be returned to the Board. If the employee fails to reimburse the Board as agreed, continuation of his salary and benefits shall cease. Injuries occurring as a result of assault are covered under other provisions of this agreement.

In case of an assault on a worker in the performance of his duties during the course of his employment causing damage to his clothing and/ or job related equipment and where such damage is verified by either the Chief Engineer or Supervisor of Service Center/Transportation, the Board shall make a financial adjustment with the worker. Such adjustment will be determined by the Executive Director of Human Resources, the Union representative and the employee.

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

In case of vandalism or theft of a worker's personal tools and/or other job related equipment occurring on school grounds during the course of his employment and in the performance of his duties and verified by either

the Chief Engineer or Supervisor of Service Center/Transportation, the Board shall make a financial adjustment with the worker. Such adjustment will be determined by the Executive Director of Human Resources, the Union representative and the employee.

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

- I. The Collective Bargaining Agreement between the District and the Erie Education Association contains certain cost containment provisions regarding the operation of the Blue Cross/Blue Shield plan. Those provisions, and successor provisions, are incorporated by reference into this Agreement.

ARTICLE XIII DISCRIMINATION AND COERCION

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

ARTICLE XIV OTHER BENEFITS

- A. Terminal Pay at Retirement

An employee who retires from the Erie School District shall be paid for his/her unused accumulated sick days at the rate of 60% of his/her per diem rate not to exceed \$80 per day with unlimited accumulation, provided the District is notified by letter to the Personnel Department at least ninety (90) days prior to July 1 of the planned retirement occurring during the following school year. In any event, the employee shall be paid an amount of not less than \$500. Payment for accumulated sick days at time of retirement shall include any days accumulated during the retirement year up to ten (10) days prorated on the basis of the number of months worked prior to the date of retirement.

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

- B. Longevity Payments

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

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

Only years in which the employee has worked the full work year, in and for the School District of the City of Erie shall be counted.

C. Death Benefit

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

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

D. Health Insurance

1. The Board shall provide paid health insurance benefits for retirees at any age who qualify with twenty-five (25) years of service in the Pennsylvania Public School Retirement System and have at least ten (10) years with the Erie School District; or who are age 62 with at least ten (10) years of service in the Erie School District; coverage effective up to age 65 or when they become eligible for Medicare, whichever occurs first. Coverage will be the same as provided to active employees. If there is a change made to coverage for active employees, the changes also will apply to retirees.
2. This provision shall not be subject to the Grievance Procedure by retired employees.
3. This benefit (paid health insurance benefits for retirees) will not be available for employees hired after July 1, 2016.
4. When a retired employee is eligible to receive a subsidy from PSERS, the amount to which the retiree is entitled will be used to offset the District's responsibility.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. If any Article or Section of this agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other Articles and Sections shall continue in full force and effect.
- B. All evaluation of employees will be done with the full knowledge of the employee.
- C.
 - 1) If it becomes necessary to modify or change the scheduled hours of work for a Fireman, Engineer, Bus Driver, Bus Attendant, or AVA Driver, such modification/change must be approved by the Chief Engineer, Supervisor of Transportation, or AVA Liaison Representative in writing. However, changes/modifications for valid reasons, temporary in nature, may be approved.
 - 2) All Engineers and Firemen are directed to maintain the schedule of hours as indicated in the Labor Agreement with Local 859.
- D. The Board agrees that the teaching, maintenance, secretarial or security personnel shall not be delegated supervisory authority over Engineers, Firemen, AVA, or Bus Employees, that the Chief Engineer is Supervisor of Licensed Personnel, that the Supervisor of Service Center/Transportation is Supervisor of Bus Personnel while performing bus duties, and the AVA Personnel.
- E. Copies of this agreement shall be reproduced at the expense of the Board within a reasonable time after the signing of the contract. The Union shall distribute copies of the agreement to employees. These copies shall include an index.
- F. The Board shall agree to distribute school calendars and minutes for each department and/or school having members in this bargaining unit.
- G. Breaking In Time (Firemen and/or Engineers) shall be at the discretion of the Chief Engineer who will also determine the length of time involved.

- H. Building Engineers will only follow instructions/work orders given by the Chief Engineer and the Building Principal or designee. The Building Principal or designee and the Building Engineers are primarily responsible for giving instructions/work orders to custodians.
- I. The Board agrees to make payroll deductions for employees' United Way contributions.
- J. The Board agrees to make Credit Union deductions at no cost to the employee.
- K. Any IUOE Local 95 member who wishes to make voluntary contributions to the Local 95 PAC Fund may do so by signing an Authorization Form For Check-Off of Political Contributions. In doing so the District will deduct the said amount from the employee's first (1st) pay of each month. All checks shall be made payable to IUOE Local 95 Political Action Fund and forwarded to IUOE Local 95 office in Pittsburgh, PA. The Union shall indemnify and save the Board harmless against any and all claims, demands, or other forms of liability, that may arise through complying with any provisions of this paragraph.
- L. Maintenance of membership for union dues: All employees, who are members of the union on the effective date of the agreement, or who thereafter become members of the union, shall remain members for the duration of the contract; provided that the employee may resign their membership in the union during the 15 days before the expiration of the contract.
- M. Shift Differential. An employee assigned to work on a second shift, as set forth in Appendix B, shall be paid a shift differential of fifteen (15) cents an hour. An employee assigned to work on a third shift, as set forth in Appendix B, shall be paid a shift differential of twenty (20) cents an hour.
- N. TEMPORARY ASSIGNMENTS. An engineer or Fireman temporarily assigned to a higher class school for a period of one complete shift or longer shall be paid the position rate of the classification for all hours worked.
- O. PROBATIONARY PERIOD. A new employee must complete a six (6) month probationary period. The rate of pay for Bus Drivers, Bus Attendants and Delivery -- AVA Equipment and Mail during the six (6) month probationary period shall be ten (10) cents an hour less than the negotiated step commensurate with experience and license. During this probationary period a performance log shall be maintained by the respective Department Head.
- P. PROMOTION. An Engineer promoted to a school in the next higher class shall receive the position rate for the new job. An Engineer promoted to a school two or more classes higher than his present class of school shall receive the "End of Six-Month Rate" for his new job. Six months after such promotion, the Engineer shall receive the position rate.
 If a Fireman is promoted to Engineer, his rate shall be the "End of Six-Month Rate" for the school class to which he is promoted. An Engineer or Fireman at the End of Probation/Six-Month Rate shall, after six months at such rate, receive the position rate for the job.
 It is understood that wage rates set forth in this agreement apply to Engineer and Fireman employees whose duties include more than the operation and tending of boilers or other pressure vessels and equipment. In the event that the performance of the duties of the Engineer and/ or the Fireman is restricted by any lawful authority, such as, but not limited to, restriction of the Engineer and/or Fireman to a specified post of duty, then the Board may create a job classification limited in accordance with such lawful restriction. The wage rate or rates to be paid for such restricted jobs shall be set initially by the Board, but subject to negotiation with the Union.
- Q. Erie Third Shift Fireman. The Erie third shift fireman shall be paid at the Class II Engineer rate, without the \$.25/hr. adjustment mentioned in the preceding table.
- R. Bus Drivers and Attendants. Any vacated or new run shall be bid. Seniority, ability, qualifications and skill to perform the job will be determined by the Supervisor of the Program. Any and all positions and runs can be changed by the Supervisor at any time.
- S. The District may review the criminal history and child abuse reports for current bus drivers on a periodic basis in order to learn of incidents that may have occurred after the commencement of employment.
- T. Employees who are not covered by the District's Department of Transportation drug and alcohol testing requirements, are subject to reasonable suspicion drug and alcohol testing. A supervisor or other representative

of the District will have reasonable suspicion sufficient to require an employee to be tested if the employee exhibits one or more of the following:

1. Absenteeism
2. Excessive tardiness
3. Odor of alcohol
4. Lack of coordination
5. Lack of concentration
6. Erratic or unusual on-duty behavior that is associated with impairment caused by alcohol or drug use

The above list is not to be considered all-inclusive. Similar behavior that is indicative of drug and alcohol use also provides grounds for reasonable suspicion testing.

- U. The Board shall supply the Union with a job classification and seniority list of the employees covered by this Agreement. Such list(s) shall be updated annually.
- V. The Board shall supply job descriptions for all Bargaining Unit jobs that are held and performed by IUOE Local 95 members. The Board shall notify IUOE Local 95 in writing as to if and when any changes are made to the job descriptions. The Union agrees that changes to job descriptions are not subject to bargaining. If any new positions are created, job descriptions shall be supplied to the Union. The District agrees that wages and benefits of new positions are subject to bargaining.

ARTICLE XVI LIGHT DUTY

1. Any employee disabled as a result of a work related injury may be offered a transitional work assignment or a temporary light duty work assignment if such work is available at the time.
2. The specific duties assigned any such employee shall depend upon the following factors:
 - a. Restrictions established by a physician selected by the District or approved by a physician of the District's choice.
 - b. The qualifications, skills, and abilities of the employee,
 - c. The work requirements of the District at the time.
3. The duration of the transitional work assignment or the light duty work assignment shall be determined by the District in light of the nature of the injury, prognosis of the physicians involved and the continuing availability of appropriate work. The number of hours and/or shift of the assignment may be changed in the discretion of the District. Assignments will be reviewed from time to time to assess their duration. In no event will an employee be in light duty on a permanent basis.
4. The District shall designate a manager to monitor and supervise the transitional work program.
5. The objective of the program shall be to return the employee to his regular assignment at the earliest possible time with due regard for the safety of the employee.
6. The number of transitional work assignments or light duty assignments will be limited by the available work.
7. Assignments may consist of bargaining unit work, non-bargaining unit work or a combination of the two. Assignments to non-bargaining unit work will not include work normally performed by employees in other District bargaining units.
8. The employee will be paid at his/her regular hourly rate of pay and will receive benefits and seniority accrual appropriate to the hours worked or the contractual provisions relative to leave of absence, whichever is greater.
9. Transitional work assignments are exempt from the bidding and transfer request provisions of the Agreement.
10. Employees assigned to transitional work or a light duty assignment are not eligible for overtime.

ARTICLE XVII
TERM OF AGREEMENT

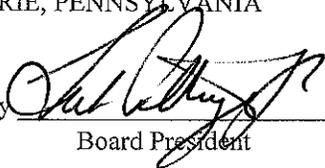
- A. The term of this agreement shall begin on July 1, 2016 and shall continue in full force and effect until June 30, 2021.
- B. The Board and the Union agree that, except as provided below, negotiations will not be reopened on any item whether contained herein or not during the life of this agreement.
- C. Prior to June 30, 2018, the parties will negotiate over the subject of wages to be paid for the period July 1, 2018 through June 30, 2019. The timetable for those negotiations shall be in accordance with Act 88. If agreement is not reached on the reopened terms, on July 1, 2018 the parties shall have the same rights to strike or lock out that they would have if the entire agreement expired.
- D. Prior to June 30, 2019, the parties will negotiate over the subject of wages to be paid for the period July 1, 2019 through June 30, 2020. The timetable for those negotiations shall be in accordance with Act 88. If agreement is not reached on the reopened terms, on July 1, 2019 the parties shall have the same rights to strike or lock out that they would have if the entire agreement expired.
- E. Prior to June 30, 2020, the parties will negotiate over the subject of wages to be paid for the period July 1, 2020 through June 30, 2021. The timetable for those negotiations shall be in accordance with Act 88. If agreement is not reached on the reopened terms, on July 1, 2020 the parties shall have the same rights to strike or lock out that they would have if the entire agreement expired.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties this 9th day of August, 2017.

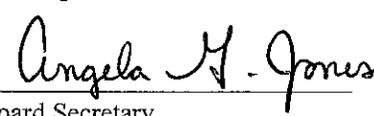
SCHOOL DISTRICT OF THE CITY OF ERIE, PENNSYLVANIA
LOCAL #95, INTERNATIONAL UNION OF OPERATING ENGINEERS

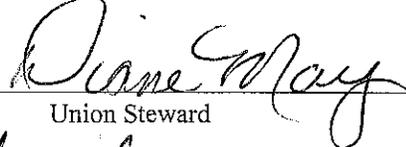
SCHOOL DISTRICT OF THE CITY OF
ERIE, PENNSYLVANIA

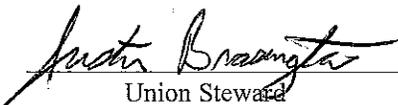
LOCAL #95
INTERNATIONAL UNION OF
OPERATING ENGINEERS

By 
Board President

By 
Business Agent

Attest: 
Board Secretary


Union Steward


Union Steward

**APPENDIX A
WAGES**

WAGE SCHEDULE - 7/1/2016 to 6/30/2018

ENGINEER SCHEDULE

School/Class	Position Rate
IV	23.14
IV-A	23.50
V	
V-A	25.64
VI-A	27.25

FIREMAN

	Position Rate
Fireman	20.87
2nd Class	21.10
Chief	21.36
Fireman (Erie Only)	.25 per hour adjustment - 2nd shift
Fireman (Erie Only) Old Class II - 3rd Shift	21.99

BUS DRIVERS

	Position Rate
Bus Driver	20.37
Bus Attendant	18.83
AVA Driver - Equipment & Mail	20.37

The parties will negotiate over the subject of wages to be paid for each of the last three years of the Master Contract.

APPENDIX B
SCHEDULED WORK HOURS

Lunch to be eaten on the job November 1st through February 28th; additional pay of thirty (30) minutes at time and one-half (1-1/2).

APPENDIX C SCHOOL CLASSES

School Classes:

CLASS IV DIEHL, JEFFERSON, MCKINLEY, BURTON, CONNELL, EDISON, HARDING, PERRY,
IRVING, LINCOLN, CLEVELAND, ROOSEVELT, WAYNE

CLASS IV-A EMERSON-GRIDLEY, WILSON, PFEIFFER-BURLEIGH

CLASS V-A ACADEMY, EAST, STRONG VINCENT

CLASS VI-A ERIE

The above listing shall not be construed as an agreement by the Board to continue to own and/or operate said schools.

Effective July 1, 2008, class II and III schools are reclassified to class IV schools. Engineers in those buildings will have their wages adjusted accordingly. School class seniority will not be affected by this change.

The School District of the City of Erie, Pennsylvania

Brian J. Polito, CPA
Superintendent of Schools

Board of School Directors

Frank Petrunger, Jr., *President* John C. Harkins, *Vice-President*
Linda Aleksandrowicz Robert S. Casillo
Robbie Fabrizi Darlene Feeney Angela McNair
Thomas A. Spagel Tyler Titus