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12/29/00

AGREEMENT

Between

THE SUPERINTENDENT OF SCHOOLS

of the

SCHOOL DISTRICT OF PHILADELPHIA

and the

NATIONAL CONFERENCE OF FIREMEN AND OILERS

LOCAL 1201

AFFILIATED WITH SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

SEPTEMBER 1, 1999

TO

AUGUST 31, 2003

4,200 blue-collar, etc. emp'ees

13 pgs

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Printed by members of Local 1201

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Agreement made and entered into on the 1st day of September, 1999, by and between the Superintendent of Schools of the School District of Philadelphia, hereinafter referred to as the "Superintendent" and the National Conference of Firemen and Oilers, Local 1201, affiliated with the Service Employees International Union, AFL-CIO hereinafter referred to as the "Union".

WITNESSETH:

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

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

WHEREAS, it is the desire of both parties to this Agreement to bargain collectively with regard to wages, hours and working conditions set forth herein,

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

ARTICLE I
BOARD PREROGATIVES

Section 1. The Board of Education and the Superintendent shall continue to have control over the management, direction and operation of Facilities Management Services, Transportation and Warehouse Departments, long-term substitute and regularly appointed School Aide I, School Aides II, and School Aides III Building Construction Inspectors I, and II, including, but not limited to the employment, classification and initial or subsequent assignment of employees, the suspension or dismissal of employees and the making of rules and regulations for the management and operation of the Departments of the School District set forth in Appendix "A" as amended, attached hereto and made part hereof, including the choice of machinery and equipment and the methods of performing the work and duties in said departments. All rights and powers conferred upon the Board of Education by the laws of the Commonwealth of Pennsylvania and the Philadelphia Home Rule Charter are reserved to it. The Superintendent agrees, however, that those working conditions specified in this Agreement may be changed only by mutual written consent between the Superintendent and the Union. Present working conditions, which have been set forth in (a) Board of Education Regulations, Resolutions or By-laws, and (b) Board of Education Bulletins, which do not affect inherent managerial policy (which shall include but not be limited to such areas of discretion or policy as the functions and programs of the School District of Philadelphia, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel) shall not be changed during the life of this Agreement.

Section 2. Except for the provisions of Article IV and any binding decision that emanates therefrom, any provision of this Agreement to the contrary notwithstanding, no provision of this Agreement shall be construed as limiting the Superintendent's authority or managerial prerogative.

ARTICLE II
RECOGNITION OF THE UNION

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

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

Section 3. The Superintendent will deduct from the pay of each employee who delivers a written authorization to do so, in form satisfactory to the Superintendent, the required amount for the payment of Union initiation fees and Union dues. The fees and dues, a list of employees from whom they have been deducted and the amount deducted from each, a list of employees who had authorized such deduction and from whom no deductions were made and the reasons therefor, shall be forwarded to the Union no later than thirty (30) days after such deductions were made.

Section 4. Any employee who, at the time of the execution of this Agreement, is or becomes a member of the Union or who has authorized the deduction of dues shall, as a condition of employment, continue such membership or dues deduction for the duration of this Agreement provided, however, that such employee may resign from membership in the Union or revoke his/her dues authorization by so notifying the Board and the Union in writing during the period from August 17, 2003 through August 31, 2003. In the event that a person ceases to be employed in a position included in the bargaining unit represented by the Union, such membership and dues deduction shall be discontinued at that time.

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

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

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

ARTICLE III
DEFINITIONS

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

Section 1a. ADVANTAGE system shall refer to the current computerized payroll system.

Section 1b. "Board of Education" shall mean the Board of Education of the School District of Philadelphia and its representatives in the administration of the said School District.

Section 1c. "Classification" shall mean the pay step, job classification or job description in which the employee is currently appointed or in which he/she is employed as a long-term substitute.

Section 1d. "Custodial employees" shall generally refer to custodial assistants and/or cleaning leaders, general cleaners and housekeepers but may also include building engineers.

Section 1e. "Department" shall mean the department designation under which the employee's classification is listed in Appendix "A".

Section 1f. "Employees" shall mean all of the personnel who continue to hold appointments by the Board of Education in the classifications set forth in Appendix "A" attached hereto, provisional employees and long-term substitutes employed in such classifications, and no other employees of the School District of Philadelphia. For the purposes of this Agreement, "employees" shall not mean "per diem substitutes".

Section 1g. A "Long-term substitute" shall mean a person working for the School District who does not hold an appointment in any classification of the Board of Education, but who has been employed in any classification for more than sixty (60) consecutive calendar days, holds a satisfactory performance rating and is likely to continue in a job as a substitute for an appointed employee, or in a vacancy, for an additional three (3) consecutive months or more and is thereupon designated as a "Long-term Substitute".

Section 1h. "Pay progression" shall mean the pay level or pay rate within a pay step.

Section 1i. "Pay step" shall mean the pay range assigned to a job classification.

Section 1j. A "Per diem substitute" shall mean a person working for the School District who does not hold an appointment in any classification from the Board of Education, who has been employed

for less than sixty (60) calendar days in any classification or who is working as a substitute for an appointed employee who will likely return to work in less than sixty (60) consecutive calendar days.

Section 1k. "Provisionally appointed employees" are defined as employees who are appointed to fill a vacancy pending examination because there is no current eligibility list in existence for the classification involved. Provisional employees shall receive all the status and benefits of a regularly appointed employee from the date of the provisional appointment except that he/she shall not be regularly appointed to the position unless he/she passes the next examination given for such classification and his/her name is reached on the eligibility list resulting from such examination.

Section 1l. "Superintendent" shall mean the Superintendent of the School District of Philadelphia and his/her representatives in the administration of the said School District, except as that term is used in Article XXIV hereof, in which event it is to be restricted to the Superintendent himself/herself.

Section 1m. "Union" shall mean Local 1201, National Conference of Fireman and Oilers, and any representative thereof authorized in writing to act for such Local, except as that term is used Article XXIV hereof, in which event the representative shall be restricted to the President, Vice President of Local 1201 and the National Conference President of the Union or his/her designee.

Section 1n. "Vacancy" shall mean an authorized position not filled by a duly appointed person.

Section 1o. "Work location" for the employees in the engineering and cleaning classifications shall mean the school or building in which the employee is regularly employed. For the employees in the Maintenance Department, it shall mean the supervisory office to which the employee is assigned. For the employees in the Warehouse Department, it shall mean the warehouse in which the employee is regularly employed. For the employees in the Transportation Department, it shall mean the garage to which the employee is regularly assigned. For School Aides I and III it shall mean the sending school. For School Aides II it shall mean the school or building in which the employee is regularly employed. For Building Construction Inspectors it shall mean the Office of Design and Construction.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1. A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that he/she has been treated unfairly or inequitably by reason of an act or condition which is contrary to established policy or practice governing or affecting employees, or (3) that there is no policy or practice governing the act or condition upon which the complaint is based. In the latter event, the sole result of the grievance, if it is so determined, shall be the formation of a policy thereon by the Board of Education or the Superintendent and the equitable application thereof to the complainant and other employees in the bargaining unit similarly situated, except that in the formulation of such aforesaid policy by the Superintendent or the Board, such policy shall not be in violation of the provisions of this Agreement.

An employee may grieve concerning a performance rating only within five (5) days after receipt of notice of such rating after review and only if the grievance is based upon an

allegation that the rating was made arbitrarily or capriciously. The judgment of the supervisors, based upon observation and performance, shall not be the subject of a grievance. In any event, the final step for a grievance concerning performance rating shall be the Executive Director of Human Resources.

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

Section 1b. Nothing in this Agreement shall be construed to deny any employee any of his/her rights under any laws of the Commonwealth Pennsylvania.

Section 2. Procedure for Adjusting Complaints and Grievances.

Section 2a. The employee shall first discuss his/her complaint orally with his/her immediate supervisor, either alone or accompanied by the Shop Steward, or a fellow employee with the objective of resolving the matter informally.

Section 2a(i). An employee of the Maintenance Department may transmit such complaint through his/her Shop Steward with the objective of resolving the matter informally. Such Shop Steward shall perform all of his/her functions on his/her own time.

Section 2b. Step 1 - In the event the complaint is not resolved informally, the Shop Steward and/or the employee shall present the grievance, in writing, to the supervisor designated for such employee within one (1) calendar week following the act or condition which is the basis of the grievance. The supervisor, after consultation with the director of the department involved, shall meet with the Steward and/or the employee involved, in an effort to resolve the grievance. Within seven (7) calendar days after the grievance meeting, said supervisor shall communicate his/her decision in writing to the Shop Steward and/or the employee involved.

Section 2c. Step 2 - The Union may appeal the decision of the supervisor to the Executive Director of Human Resources within seven (7) calendar days after receiving the decision of the supervisor. The appeal shall be in writing and shall be accompanied by a copy of the supervisor's decision. Within fourteen (14) calendar days after receipt of the appeal, the Labor Relations Section of the Division of Human Resources shall use its good offices to adjust or resolve the grievance amicably.

Section 2c (1). If the efforts toward amicable adjustment do not resolve the grievance, then not later than thirty (30) calendar days after receipt of the appeal, the Executive Director of Human Resources, or his/her designee, shall hold a hearing on the grievance appeal.

He/she may hear witnesses or employees who participated in the first step of the grievance or any other participants and evidence relevant to the issues involved. Within fourteen (14) calendar days after the hearing, the Executive Director of Human Resources shall communicate

his/her decision, in writing together with the supporting reason, to the aggrieved employee, the Union, the Director of the department involved and the principal of the school, in the event that the work location is a school.

Section 2d. Step 3 - Within twenty-five (25) days after receiving the decision of the Executive Director of Human Resources, the Superintendent or the Union may submit the matter to arbitration if the grievance involves (1) that there has been as to an employee a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that the employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, or (3) requests the enforcement of any term of this Agreement. No other grievance may be submitted to arbitration. The proceeding may be initiated by filing with the Superintendent, if the arbitration request is initiated by the Union, and with the Union, if the arbitration request is initiated by the Superintendent, a notice of arbitration.

Section 2e. This notice of arbitration shall include a brief, written statement setting forth precisely the issue or issues to be decided by the arbitrator and the specific provision or provisions of the Agreement involved.

Section 2f. Within five (5) days after either the Superintendent or the Union has submitted a notice of arbitration, such matter or matters shall be submitted for final determination to an arbitrator, mutually agreed upon by the parties or, failing agreement, to an arbitrator designated by the American Arbitration Association.

Section 2g. The Arbitrator shall be chosen in accordance with the then current Rules of the American Arbitration Association governing the voluntary settlement of labor disputes. All expenses and salary of the arbitrator shall be borne equally by the Superintendent and the Union.

Section 2h. The Arbitrator shall issue his/her decision, which decision shall be final and binding upon the parties, not later than thirty (30) days after the date of the closing of the hearing, or, if oral hearing has been waived, then thirty (30) days from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The Arbitrator shall have the power and authority to decide, and shall limit his/her decision strictly to the matters specified in the first paragraph of this Step 3. The Arbitrator shall be without power or authority to make any decisions:

Section 2h(i). Contrary to, or inconsistent with, or which modifies or varies in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; or

Section 2h(ii). Which limits or interferes in any way with the powers, duties and the responsibilities of the Board under its by-laws, applicable law or rules and regulations having the force and effect of law.

Section 2i. At each of the first two steps of this Grievance Procedure, the Board and the Union shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Step 3 of the Grievance Procedure and before the Arbitrator, each of said parties shall be given the opportunity to present documentary evidence and witnesses on which it relies but shall not be permitted to present any evidence or witnesses not

presented at either Step 1 or Step 2, unless such evidence or witnesses were not known to exist and could not, by reasonable diligence have been discovered prior to the hearing at Step 3.

Section 2j. The employee and the Union shall be given at least four (4) calendar days notice, in writing, of the time and place of each hearing, at each step.

Section 2k. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Superintendent to take the action complained of, subject however, to the final decision on the grievance.

Section 2l. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to lodge an appeal at the next step of this procedure.

Section 2m. The time limits specified in this procedure may be extended in any specific instance, by mutual agreement.

Section 2n. If a grievance arises from an action of authority higher than the immediate supervisor, the Union may present the grievance at Step 2 of this procedure without Step 1 thereof.

Section 2o. No officer or Executive Board member, delegate, representative, or agent of a minority organization shall represent the aggrieved employee at Step 1 of this procedure. An agent shall include any person, who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as distributing literature, collecting dues, circulating petitions, soliciting membership, or serving regularly as a spokesman at employees' meetings. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization other than the Union.

Section 2p. An employee who is not a Union representative or such representative's designee shall not accompany or act on behalf of an aggrieved employee at the presentation of an oral complaint prior to Step 1 of this procedure in more than two (2) grievances during a calendar year.

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

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

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

Section 7. Standards and Accountability: The parties believe that it will promote greater productivity, cost effectiveness, accountability, and customer satisfaction to implement standards of performance quality and performance incentives.

A Joint Committee on Standards-Based Quality Improvement shall develop such standards and incentives.

Section 8. The Union Advisory Committee for the Study of Examination Procedures shall contribute its recommendations for the eligibility and examination:

a. of employees for promotional positions within and from this bargaining unit and

b. of persons who apply for positions in this bargaining unit.

Section 9. Three (3) representatives of the Union and three (3) representatives of the Superintendent shall participate in a joint committee to study and make recommendations to the Superintendent for an effective system for obtaining substitute service for School Aides and Bus Attendants.

Section 10. A joint committee with equal representation from the Union and the School District shall be established that shall be charged with resolving disputes related to implementation of the maintenance consolidation.

Section 11. A joint labor management committee of equal representation shall establish the curriculum, training, testing and testing procedures for each of the four classifications of Building Engineers established in the 1999 – 2003 contract.

Section 12. A joint committee of Facilities Management and Services and Local 1201 shall develop criteria for the classification of buildings. These criteria shall apply to all new and existing buildings. The committee shall be composed of no more than three (3) representatives of management and three (3) representatives of Local 1201.

Section 13. In order to address the concerns that might arise on the part of Employees and management as to what constitutes incidental work, a joint labor/management committee will be created. It will be the function of this committee to meet on an as needed basis to review the facts of any disputes that arise between Employees and management concerning incidental work as it relates to specific situations.

ARTICLE VIII
RIGHTS OF THE UNION

Section 1a. Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of Union notices and other material dealing with proper and legitimate Union business. All such notices and material shall bear the signature of a responsible Union official or shall clearly indicate that its issuer or publisher is the Union. The authorized representative of the Union shall be the sole person empowered to post these materials on that board.

Section 1b. Reasonable space on existing bulletin boards shall be provided at any work location having School Aide(s) assigned thereto.

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

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

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

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

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

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

ARTICLE IX
WORKING CONDITIONS - ALL DEPARTMENTS

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

Section 2a. The Superintendent agrees that, when the calendar has been established, there shall be no revision in that calendar which shall result in a change in the total number of work days, holidays and unpaid days off. The calendar applicable to twelve month employees shall include no fewer than thirteen (13) paid holidays, among which shall be New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

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

Section 2b. Regular part-time bus chauffeurs shall be paid for the number of hours they are scheduled to work when a holiday falls on a day they are regularly scheduled to work.

Section 2c(i). Bus Chauffeurs and Bus Attendants assigned exclusively to non-public schools shall work the calendar of the non-public school.

Section 2c(ii). Prior to the beginning of the school year, each such employees shall be given the non-public school calendar which designates the minimum of twelve (12) paid holidays for ten (10) month non-public school chauffeurs and attendants and the minimum of thirteen (13) paid holidays for twelve (12) month non-public school chauffeurs.

Section 2c(iii). Included in such designated holidays shall be: Christmas Day, New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and for twelve (12) month Employees, the Fourth of July.

Section 2c(iv). Employees required to work on any of the holidays designated above shall be paid in accordance with Article XV, Section 15b .

Section 2c(v). All other School District of Philadelphia holidays worked shall not be considered as holidays for any purpose.

Section 2c(vi). On all other non-public school holidays, Employees will receive their regular pay.

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

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

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

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

Section 7a. Where the Capital Budget and resources permit, each work location not now so equipped shall be provided with a room, including lockers, so that employees may change their clothes. Such provision shall be based on a list of priorities determined by the Superintendent in consultation with the Union.

Section 7b. Locker room space assigned to the custodial staff shall not be converted to other than instructional purposes unless a satisfactory alternative is provided.

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

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

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

Section 9a. Employees who discover an unsafe or hazardous condition shall report such condition to the administrator of the work location. The administrator shall initiate appropriate action to correct such condition.

Section 9b. The Union may call to the attention of the Administration the need for special safety equipment. Where needed, such equipment shall be provided.

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

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

Section 11. Female employees shall not be prohibited from wearing slacks.

Section 12a. All employees authorized to use personal cars for approved transportation in the course of School District business shall be paid at the rate allowable by the Internal Revenue Service without incurring a taxable event to the term of this Agreement, provided such amount is not contrary to State law. Reimbursement for mileage shall be paid within thirty (30) days of the submission by the employee of the required record on or before the date designated for such submission.

Section 12b. Effective September 1, 1999 the tool-carrying allowance presently payable to Maintenance Department employees and Building Construction Inspectors shall be increased to twenty-five ($25.00) per month for each month of active employment.

Section 13. When an employee is directed by an administrative superior to leave his/her work location to conduct School District business elsewhere, he/she shall be entitled to full reimbursement of any reasonable transportation expenses incurred.

Section 14. When no School District telephone is available, any telephone expense incurred by an employee in the legitimate conduct of School District business shall be reimbursable.

Section 15a. Contracted labor shall not be used in lieu of filling authorized vacant positions. Emergency, temporary or other requirements beyond authorized staff levels will be met by the use of contract labor, where deemed by the Superintendent to be in the best interest of the School District.

Section 15b. The School District shall not contract out work presently performed by employees in this bargaining unit beyond the scope of work presently being contracted out unless the School District determines that it is more economical to contract out such work rather than to have the work performed by employees within the unit. Prior to the implementation of any decision to contract out such work the School District shall provide to the Union all financial data concerning such decision in sufficient time for the Union to attempt to demonstrate within a reasonable time the fiscal and practical considerations not to do so. If the Union can convince the School District that the contracting out of the work will result in minimal or no savings, the School District shall not do so. Nothing herein shall be construed to deny the School District's inherent managerial policy making power to contract out work presently being contracted out.

Section 16. In the event a supervisor or other administrator desires to discuss with an employee matters which shall be used adversely on his/her record to affect his/her status as an employee, the employee and the Union shall be notified. The Union shall provide representation at such discussion within forty-eight (48) hours of such notice or such later time as the discussion is scheduled by the administrator or supervisor.

Section 17. Material relating to an employee shall not be placed in the employee's personnel file unless the employee is given the opportunity to review such material. The employee shall be requested to sign the material and shall be given the opportunity to answer in writing such material and the answer shall be included in his/her file. If the employee refuses to sign or accept the document, it shall be filed and then administration will send a copy of the document to Local 1201

with a covering letter, by certified mail.

Section 18a. Whenever it is decided during the school year to fill any position in the School District, including a promotional opportunity within or from the bargaining unit, notice of all examinations as well as the requirements for such positions shall be posted in all work locations on the official Bulletin Board at least ten (10) work days before the closing date for applications so that applicants may know whether they qualify and will be given a reasonable opportunity to apply for the position. All positions whose filling is decided on during the summer months, will be posted in all work locations which are open, in Area Offices and in the Administration Building.

Section 18b. Copies of all such postings shall be simultaneously sent to the Union. In addition, any employee interested in a position of the type mentioned above in this Section which may become open during the summer months may leave with the Human Resources Division a self-addressed, stamped envelope containing a memorandum indicating the category of positions in which he/she is interested, and said Division will mail to such employee notice of openings in that category.

Section 18c. The Oral Examining Board for every examination taken by an employee must include at least one person with substantial knowledge of the field or area of the examination.

Section 18d. Unless the oral and practical examination is given on the same day as the written examination, an applicant shall be notified of the numerical results of the written portion of an examination and the practical portion, if any, before the oral portion of the examination is taken.

Section 19. Unless an employee requests otherwise, a recording shall be made of every oral examination taken by an employee. No member of the Committee giving the oral examination shall suggest that the employee waive the recording. The employee and his/her authorized representative, or either of them shall, upon request, be permitted to listen to a rerun of the recording. The recording shall be retained by the Office of Human Resources for the duration of the list for which the examination was given. The employee shall, under reasonable circumstances, be permitted to make a copy of the recording.

Section 20a. All eligibility lists for appointments to regular and promotional positions shall be made available so that either the person who took the examination or the Union representative or both may examine and copy the eligibility list.

Section 20b. Employees shall, upon request, be permitted to review promotional examinations with a technical representative of the Executive Director of Human Resources. The employee may, if he/she desires, be accompanied by a representative of the Union.

Section 21. In the event that the Superintendent or the Board institutes a job freeze for economic reasons, all eligibility lists shall be extended by a period of time equal to the duration of the job freeze.

Section 22. When a job evaluation is requested by the Union through the Director of the appropriate department on the basis of a claim that a job has changed by virtue of increased duties or responsibilities or the use of more complicated or productive equipment, the Office of

Classification and Compensation shall act upon the request within sixty (60) days where possible. In the event that there is no response within that time, the Union may resort to the grievance procedure.

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

Section 23a. When a new job classification related to classifications in the bargaining unit is established, the salary and job description shall be announced simultaneously therewith.

Section 23b. When the School District makes material changes in an existing official job description issued by the Office of Classification and Compensation, a copy shall be provided to the Union.

Section 24a. Upon the request of a representative of the Union, copies of payroll inquiries involving employees in the bargaining unit will be sent to the Union office, by the Director of the appropriate division, at the same time they are sent to payroll.

Section 24b. When the District determines that an overpayment has been made, or that a minus adjustment is required, the employee shall be notified in writing of the reasons why the deduction or adjustment is authorized. If necessary, an explanation shall be provided. No deductions or adjustments shall be made until the foregoing has been accomplished.

If the deduction for overpayment is justified, the employee shall have the opportunity to make arrangements for partial payments subject to the approval of the Superintendent or his/her designee.

The parties hereby confirm, consistent with established practice, that when the School District determines that an overpayment has been made to a member of the bargaining unit or that a minus adjustment is required, the amount of any deduction from an employee's paycheck shall not exceed ten percent (10%) of the employee's gross bi-weekly pay. The pay deductions at this rate shall be made in consecutive pay periods until the entire overpayment is recovered.

Section 24c. When administratively possible a satisfactory answer must be provided within thirty (30) days to an inquiry in reference to corrections on vacation days/personal leave days.

Section 25a. An employee charged with neglect of duty, refusal or failure to perform assigned work contributing to the cause of an accident, willful destruction of property, or violation of law, may be suspended without pay and immediately barred from reporting for work pending a hearing.

Section 25b. An employee charged with being under the influence of drugs or intoxicants by a supervisor in consultation with an administrator, or by an administrator must submit to an appropriate medical examination. If the employee refuses or fails to do so, the employee may be suspended immediately without pay and barred from work pending a hearing. An employee shall not be denied the opportunity to consult with a Union representative prior to such examination.

Section 25c. The parties have agreed to a revised Substance Abuse Policy to comply with Department of Transportation regulations. See Appendix "I".

Section 25d. If the administration places an employee on strict probation as a result of disciplinary action, the duration of such period of strict probation shall not exceed one (1) year.

Section 25e. Prior to the issuance of an anecdotal record (SEH 204) involving matters other than those referenced above (Article IX, 25a b, and c) the principal or other appropriate supervisor shall have a conference with the employee to ascertain the facts and inform the employee of the reasons for any proposed action.

Section 25f. When an employee has received an unfavorable anecdotal record(s) which does not result in a suspension, the employee, upon application after eighteen (18) months, can have such record(s) destroyed if the employee has not had any related or unfavorable material pertaining to work performance, during such eighteen (18) month period. Any anecdotal record which results in a suspension may, upon employee application after twenty-four (24) months, be destroyed if the employee has not had any related or unfavorable material pertaining to work performance during such twenty-four (24) month period. No period of long term illness (ten [10] days or more) shall be included in the above eighteen/twenty four (18/24) month period. Letters of suspension or demotion and personnel transaction forms may, upon application by the employees, be destroyed after five (5) years if the employees has not had a similar and/or related anecdotal record during said five (5) year period.

Section 26. In the event that a major department/function is discontinued, the School District shall assign through a bidding process adversely affected employees to existing budgeted positions within the Local 1201 bargaining unit. Moreover, the School District shall provide an opportunity for formal training or equivalent job experience training which affected employees must satisfactorily complete in order to qualify for existing budgeted positions.

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

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

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

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

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

the right to provide advance notice of job elimination to affected employees and transfer the affected employees prior to the effective date of the work force reduction. In the interim period, management may employ casual/temporary/per-diem employees for which management has no continuing obligation. After the expiration of the twelve (12) month period stated above, the School District shall have no further obligation to employ said employees.

Section 27. Safety shoes shall be provided and replaced on demonstrated need basis for employees in the Audio-Visual Department. Audio-Visual employees shall be required to wear the safety shoes on the job.

Section 28a. When an employee is absent due to illness, he/she shall report his/her absence at least one-half (½) hour prior to his/her normal starting time. He/she shall not be required to call each day of such illness unless his/her estimated date of return changes. An employees shall report his/her return to work no later than the day prior to his/her date of return.

When an Engineer or Engineer Trainee is going to be absent or late, he/she shall call the Area Office or the radio dispatcher's office in sufficient time for the necessary adjustments to be made to have the building heated and the plant in operation at the scheduled time.

The appropriate leave form must be completed for all absences in order for the employee to receive salary or health insurance payments and for his/her absence to be considered excused. Such leave form must be completed for each pay period in which the absence falls. If an absence due to illness exceeds three (3) days, the employee must furnish a statement from his/her physician on the leave card indicating the diagnosis of the illness, the duration and the estimated date of return.

Paychecks shall not be distributed to employees who have failed to submit the necessary absence cards by the payday of the absence period.

Section 28b. I. When sick leave usage and/or paid illness in family usage exceeds five (5) days in a six (6) month period or less (excluding verified long-term illness and long-term family leave), an absence review shall be instituted as follows:

a. The employees is to be interviewed by his/her supervisor to advise him/her of this sick leave/illness in family record;

b. The supervisor should attempt to learn the causes of absence of the employees and, if necessary, arrange for a medical examination;

c. The employee is to be counseled about his/her rate of usage and the possible effects on his/her future;

d. A form letter will be used to note the date of the conference along with the absentee statistics. A copy is to be given to the employees and one sent to the Union. The employee is to sign the file copy;

e. In the event that an employees has no absences in the

subsequent six (6) months of work, the step one letter will be removed from his/her file.

II If, after the steps outlined above, the employee's usage exceeds an additional four (4) days in a four (4) month period or less, he/she shall be subject to a written reprimand. The employees will be given forty-eight (48) hours notice that a conference will be held and he/she is entitled to be represented by his/her Union representative. After the conference, a reprimand, where warranted, shall be sent to the employees and to the Union. Such written reprimand shall include a statement to the effect that continued excessive absenteeism could result in further disciplinary action.

III. If the pattern of excessive absenteeism continues, the employees shall again be called in for a conference with his/her Union representative after having been given at least forty-eight (48) hours notice. At such a conference, depending upon the extent of the number of days of absence and the pattern of usage, the employees shall be considered by his/her Director for further written reprimand, suspension for no more than thirty (30) days, or dismissal. Such action will be subject to appeal to the Hearing Officer for Human Resources.

Section 28c. Recognizing that attendance is a serious problem, the School District and Union agree as follows:

1. That the procedure delineated in Section 30b above of the collective bargaining agreement is the proper method and procedure for controlling sick leave.

2. That any past practice in regard to the application of the procedure delineated in Section 30b above is hereby abolished and that the procedure delineated in Section 30b above shall hereafter be applied literally.

3. That an employee who has been reprimanded under paragraph II of the procedure delineated in Section 30b above within the preceding 12 months shall not be entitled to share in equalization of overtime.

Section 28d. Nothing contained in the forgoing shall be construed to deny any employee his/her rights under the Agreement or to affect School District policies or regulations with respect to absences or leaves. Copies of such School District policies and regulations shall be made part of the minutes of the first meeting of each departmental committee meeting.

Section 29. The School District shall supply uniforms, including cold weather gear, to Stock Clerks and Warehouse Helpers in the warehouse. These uniforms will be provided as soon as practical and will be replaced on a demonstrated need basis.

ARTICLE X
WORKING CONDITIONS - MAINTENANCE DEPARTMENT

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

Section 1a. Tools stolen or broken in use, as a result of other than negligence on the part of the employee reporting such theft or damage, shall be replaced in kind, without charge, whenever such tool(s) is normally in approved warehouse tools stock. Tools issued in this manner and all tools issued for any reason whatever shall remain the property of the School District, and the employee shall be held accountable for same prior to separation from service.

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

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

Section 3. All screw type safety hooks will be replaced with through-bolt types during the life of this Agreement, and employees who have reason to question their security may request inspections of any specific screw type installations just prior to performing work at any such installation.

Section 4. Maintenance employees shall be required to punch the time clock at the work location to which they are assigned upon arriving at that location, leaving that location, when leaving and returning to that location at their scheduled lunch period and at any other time when they leave the location during a time when they are scheduled to be at that location.

Section 5a. A maintenance mechanic who is assigned to a maintenance vehicle may examine the service report on his/her vehicle when he/she picks it up at the repair facility. Where there is specified need, the employee will be provided a copy of the report.

Section 5b. The method of the orientation of Maintenance employees in the use of new equipment shall be an appropriate subject for discussion at Industrial Relations Meetings.

Section 6. The Superintendent, or his/her designee, shall meet with a committee of the Maintenance Mechanics to establish rules and procedures governing the assignment of trucks in the department and to the crafts.

Truck assignments with a craft within District Maintenance and within Central Maintenance shall be made in order of craft seniority. The committee shall establish rules and procedures to accomplish equitable and orderly truck assignments. The committee shall consist

of three (3) designees of the Superintendent, one of whom shall be from a School District department other than Facility, and two (2) designees of the Union.

The truck bid scheduled for May 2000 shall be postponed until December 2000. At that time, Mechanics shall participate and bid based upon seniority of the consolidated craft classifications (i.e. the then current craft seniority based upon the merged seniority list).

Section 7. The School District will pay the cost for plumbers and asbestos workers to renew the license that is a necessary qualification for performing their duties.

Section 8. The District will pay the cost of all required licenses and re-certification of Pest Control Workers so that they will be in compliance with applicable law.

Section 9. Safety shoes shall be provided and replaced on a demonstrated need basis to those maintenance mechanics, and trades trainees who are required to regularly install, move or handle tools, machinery, or equipment heavy enough to cause serious injury through physical contact.

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

Section 10. The School District will provide weight belts, where appropriate for maintenance Employees and for asbestos workers.

Section 11. Asbestos Workers will be provided a tool carrying allowance and mileage reimbursement in the manner outlined in Article IX, Section 12a and Section 12b.

Section 12. Safety shoes shall be provided and replaced on a demonstrated need basis for Asbestos Workers.

Section 13. A fifteen (15) minute period before and after lunch shall be provided to permit Asbestos Workers time to change out of and into their work clothes and protective uniforms.

Section 14. Effective January 3, 2000, twenty-two classifications of maintenance mechanics shall be consolidated into eight related groupings, and each grouping shall be deemed a maintenance craft classification. (See Appendix "C").

Section 14a. Mechanics within each consolidated classification shall perform the work of that classification as prescribed in the relevant job description.

Section 14b. Mechanics within each newly defined classification shall perform incidental work defined as follows:

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

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

Common understanding of incidental work will evolve over time.

During the first six months after consolidation of crafts, grievances shall not be filed related to the issue of incidental work; neither shall Employees be subject to discipline as a result of disputes regarding incidental work. The six month period may be extended by mutual consent.

Section 15. The School District reasserts its commitment to the safety and welfare of its Employees, and management shall assign a single mechanic to a job only when he or she can perform it safely.

ARTICLE XI
WORKING CONDITIONS - ENGINEERING & CLEANING

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

Section 2. For purposes of the assignment of Building Engineers, all buildings shall be reclassified from their current status (existing under the 1995-1999 contract) in to one of four new classifications. Completion of this reclassification is not a condition for consolidation and reassignment of Building Engineers.

Section 3. Designated areas shall be established in consultation with the Union in each school for the delivery of supplies. These areas shall be located on that level which is accessible to trucks and that best meets the needs of the school.

Section 4. Building Engineers shall not be required to distribute instructional supplies beyond the points at which such supplies are stored in bulk for distribution to the instructional staff and further provided that such duties shall not prevent the performance of regularly assigned duties by the custodial staff.

Building Engineers shall not be required to move furniture which is excessive in weight, volume or quantity measured by reasonable standards such as number and nature of personnel available, past practice and other pertinent circumstances.

Section 5. Building Engineers who are issued tool boxes by the School District shall be held responsible for such equipment. Such tools stolen, worn out or broken in use, as a result of other than negligence on the part of the employees reporting such theft or damage shall be replaced. Replacement of tools lost or damaged as a result of negligence shall be the responsibility of the employee. A list of tools shall be attached to the tool box.

Section 6a. Where the building engineer is requested to perform other than routine and regular

duties, such request shall be delivered through the school secretary, who shall reduce such orders to writing.

Section 6b. Where a building engineer is instructed by the Area Manager or Assistant Area Manager, to perform other than routine and regular duties such instructions where possible, shall be made in writing. Such instructions shall be given to the Building Engineer in writing within twenty-four (24) hours of such instructions being issued. Where such instructions must be issued verbally, they should be complied with, and, upon the building engineer's request, will be confirmed in writing.

Section 7. Assigned Building Engineers shall be permitted to replace ceiling tiles for no more than one (1) hour per shift for all hours of occupancy. In all other cases, this work shall be performed by General Construction Trade Mechanics. In no event shall preventative maintenance or central relief staff replace ceiling tiles without the prior consent of Local 1201.

Section 8. The following schedule of temporary assignment and replacement of licensed employees or custodial assistants during the heating season is agreed to:

Two person school	no reassignment	
Three person school	1 reassignment	replacement after 1 day

During the non-heating season, one licensed employee or custodial assistant may be temporarily reassigned from a two-person school for no more than one day.

No reassignments in a particular Area shall be made under the provisions of this section if:

1. Any relief building engineer vacancies exist in that Area, or
2. The authorized relief staff has not been increased by one position for each custodial employee in that Area working in a position out of the bargaining unit, or
3. Any relief building engineer in that Area is currently substituting in a vacancy that has resulted from a delay in awarding a bid for transfer or assignment.

Notwithstanding any provision herein to the contrary, during the heating season reassignments to a one or two person school may be made whenever necessary to prevent the closing of such a school due to the lack of custodial staff. Such reassignments shall be permitted for the period of time necessary for such purpose.

The present authorized number of relief building engineers per Area referred to in 1 above shall not be arbitrarily or capriciously reduced in such manner that it destroys the intent or the effect of this provision.

Section 9. With the exception of those steam generating units that are designed to operate

without an attendant present, no high pressure boiler shall be operated unattended beyond fiftee (15) pounds per square inch pressure in that boiler.

Section 10. The School District will enforce the provisions of building contracts relating to remov of debris. Where the Superintendent determines that debris removal beyond that which is provide for in such contracts is required, such work shall be accomplished in accordance with procedure established by the Office of Facilities Management and Services.

Section 11. The building engineer shall have access to the telephone facilities of his/her scho for business purposes throughout the calendar year.

Section 12. The Area Manager shall distribute to building engineers an itinerary for School Distric plows. If a school is not on the itinerary the building engineer shall arrange, with the approval of th Area Manager a commitment with a local service for snow removal within prescribed limits of uni cost and total amount of service permitted to a school,

Such service shall provide for the following:

Section 13a(i). A four (4) foot path, free of ice and snow, on all sidewalks around the school.

Section 13a(ii). Side driveways, yard and parking areas that may be allowed for contract removal as specified by the Area Manager in advance and in writing.

Upon each incidence of snowfall, the Area Manager will notify each building engineer whether or not contract plowing is authorized.

Section 13b. The building engineer and his/her custodial assistants shall not be relieved of their basic responsibility for providing and maintaining free of ice and snow the following:

Section 13b(i). A 30-inch path on all public sidewalks around the school.

Section 13b(ii). A path to the front door of sufficient width to the exit itself.

Section 13b(iii). A path from fire exits, in equal width to the exit itself.

Section 13b(iv). Openings from sidewalk to street, where required.

Section 13b(v). The itinerary of each School District plow shall be constructed to service the schools in as fair and equitable a manner as possible, and shall be posted in each school no later than November 1st of each year. Copies of the itinerary will be sent to the Union office prior to November 1 of each year.

Section 14. Custodial employees shall not be required to cut grass on dangerous and hazardous slopes and terraces.

Section 15. The building engineer shall not be relieved of his/her responsibility to cut and maintain grass areas of his/her location. However, in locations with grass areas in excess of 50,000

square feet, assistance from the Landscape Department will be provided.

Section 16a. All cafeteria areas shall be included in the total area of the work location, whenever such total area is used as the basis for assignment of housekeeping personnel or for determining the grade of the building.

Section 16b. The parties agree to meet and discuss the issue of the cleaning of cafeteria area.

Section 16c. Where cafeterias are used as gymnasiums, or vice versa, and this use requires extra service, an additional custodial assistant shall be assigned to such school.

Section 16d. In automatic plants, where permitted by the Director, the custodial assistant will assume the operating duties of the building engineer during absences of such building engineer subject to the terms of Article XV, Section 4 of this Agreement and no relief building engineer shall be assigned.

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

At each annual bidding for custodial assistant vacancies, the position list shall clearly indicate those schools where such relief may be required. In addition, all custodial assistants assigned to such schools on the effective date of this Agreement shall not be limited by the one year provision of Article XX, Section 1c(iv) in transferal from that school.

Section 17. A custodial assistant shall be assigned to all schools in Group II or higher that presently have no more than one person assigned.

Section 18. No employee shall be required to perform a specific housekeeping duty unless proper material and equipment have been supplied for such duty.

Section 19. Building Engineers who make authorized purchases out of pocket for small amounts of supplies shall be reimbursed no later than three (3) weeks after submission of acceptable proof of purchase.

Section 20. Effective September 27, 1999, General Cleaner positions shall be established. The duties of General Cleaner shall be as agreed upon by Management and Local 1201. Effective January 3, 2000 a Night General Cleaner position shall be established for the third shift.

Section 21. The method(s) of cleaning to be used in each building shall be determined by the Administration after consultation with the Building Engineer and an appropriate cleaning person.

General Cleaners may group clean during the first five (5) days of any absence. Beginning with the sixth day, overtime may be authorized hour for hour to replace the absent employees(s). When an employee's absence exceeds ten days, substitute service may be required.

Section 21a. The Administration may establish vertical cleaning stations in secondary schools when such type of cleaning is necessitated by the need for one cleaning employees to see and hear

what is going on at another employee's station.

Section 22. When the cleaning and sweeping duties following night school activities are not performed on a night shift and, a part-time day shift custodial helper is required to perform necessary additional cleaning or sweeping chores resulting from such extension school activities such custodial helpers shall be assigned ten minutes' extra time for each room in which they are required to perform such duties.

Scheduled use of such rooms shall be provided by the extension school administrator to the building engineer. Such list is subject to review by the Area Manager.

Section 23a. The work schedule of each night watchman assigned to a building shall be arranged so as to permit him/her to have one duty free weekend per month.

Section 23b. Foul weather gear and heated shelters shall be provided for watchmen.

Section 23c. Two-way communication devices shall be provided. If a Watchman does not have a functioning two-way communication device, he/she may, in an emergency, use the communication facilities of the site to make necessary contacts.

Section 24. When the capital budget and resources permit, heating devices shall be provided in order to maintain a reasonable working environment for elevator operators. Such provision shall be based on a list of priorities determined by the Superintendent in consultation with the Union.

Section 25. No school shall be occupied during closed hours or on weekends by other than School District employees unless an employee of the Division of Facilities Management and Services is present, except when the non-employee occupants are under the direct control of the Division. If weekend operations, occurring without the presence of the building engineer, require him/her to be notified of any changes in operating procedures involving the heating or plumbing systems (or auxiliaries associated with those systems), any valve or auxiliary so affected shall be tagged in a standard manner that clearly indicates what work was done in what status the valve or auxiliary was left.

Section 26. Plastic liners shall be available for all waste containers twenty (20) gallons or more in capacity.

Section 27. Except for keys designated for departmental use, all other keys that would provide entrance to the school shall be issued only by the principal to those school employees he/she determines to have need; and he/she shall provide the building engineer with a current record of such issues. Keys so issued shall be fitted with a rivet designed to prevent unauthorized duplication.

Section 28. Where parking facilities are available for assignment by the principal, parking spaces shall be allocated in direct proportion that the total number of custodial employees who drive to school bears to the total school staff who drive to school.

Such allocation of parking spaces to custodial employees who drive to school shall

be assigned among them according to system seniority.

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

Section 29a. Female cleaning employees shall not be required to use a mop of more than 16 ounces dry weight. (To be distributed to all work locations).

Section 29b. Female cleaning employees in secondary schools shall not be required to remain in a work location when no other employees is so located to hear or see what is going on at the employee's work station.

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

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

Section 30. Female cleaning personnel shall not be required to clean male toilet facilities in middle, junior and senior high schools at times when students are in attendance and in areas of a building where community activities are in progress. Where a female employee cannot clean such a toilet facility on a shift, an adjustment may be made with the assignment of an available male employee so that the needed cleaning may be accomplished.

Section 31a. Safety shoes shall be provided and replaced on a demonstrated need basis to all licensed personnel. Employees who are provided with safety shoes shall be required to wear them on the job.

Section 31b. Safety shoes shall be provided and replaced on a demonstrated need basis for all Cleaning Leaders and Custodial Assistants. Cleaning Leaders and Custodial Assistants shall be required to wear the safety shoes on the job.

Section 32. In a two-person school, when one of the two employees is absent during the heating season or when central air conditioning is operating, the remaining employee shall receive a paid lunch period. He must remain in his work location during such lunch period.

Section 33. In accordance with the manuals and procedures of the Department of Facilities Management and Services, the responsibilities of the custodial staff shall include the following:

Section 34a. The final daily securing of a building is the responsibility of the building engineer of the building or the custodial employee who is designated by the building engineer to perform that duty.

Section 34b. Minor repairs and preventive maintenance shall continue to be the responsibility of both licensed engineering personnel and custodial assistants when proper tools, supplies and equipment are provided.

Section 34c. The daily technical direction and supervision of a school, both cleaning a engineering, and the accountability for both functions shall be the sole responsibility of the Build Engineer of that building. The Building Engineer shall be responsible for furnishing pro information to the Area Manager as well as the principal.

Section 35. The School District shall provide two (2) in-service days for cleaning staff.

Section 36. During seasons when their services are not required in the Landscape and Athle Fields Department, employees shall bid, in department seniority order, for assignment to positio in the Facilities Department.

The Administration shall designate the total number of positions in the Facilitie Department for assignment to the landscaping and athletic fields employees, such assignments be in accordance with the manpower needs of the department.

Section 37. If the Facilities Services Department has authorized positions for Regional Driver such positions shall be posted for bid. Hours of work and other working conditions shall be subje to discussion at an I.R. meeting to be held upon authorization of such positions.

ARTICLE XII
WORKING CONDITIONS - SCHOOL AIDES AND BUS ATTENDANTS

Section 1. School Aides I, II and III shall not substitute as professional teachers.

Section 2. Bus Attendants and School Aides at the Widener School and Special Class Centers will have available to them protective smocks.

Section 3. Bus Attendants and School Aides shall be given a schedule of duty assignments as soon as administratively possible, but in no event later than October 15 of each school year. Such assignments may be revised by the Principal upon 24 hours written notice to the employees.

Section 4a. When advance notice has been given to the principal that a School Aide II or School Aide III will be absent, then the senior Bus Attendant at that location shall substitute for the absentee School Aide and shall be paid the Bus Attendant's regular hourly rate for additional hours worked, subject to Article XV, Section 15a. When no advance notice can be given, then the principal may provide a substitute.

Section 4b. When a Bus Attendant substitutes for a School Aide III, such attendant shall follow the daily work schedule of that School Aide III.

Section 5a. School Aides shall be given a 15 minute break in the morning and afternoon.

Section 5b. Bus Attendants who are assigned by the Principal to work in a school on a full day schedule shall receive a 15 minute break in the morning and afternoon.

ection 6. Bus Attendants shall be eligible for pay on such days that they report for work but eir bus route does not operate. The employee shall contact the garage to verify if the route is perating. The employee shall then notify the school of the failure of the bus route to operate as on as possible. Upon verification of such failure by the principal, pay shall be authorized.

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

ection 7. School Aides I shall be eligible for pay on such days that the bus does not appear its first scheduled stop within one-half (½) hour of its scheduled time of arrival. The employee hall contact the garage to verify if the route is operating. The employee shall then notify the school f the failure of the bus to appear and shall report to the school as soon as possible. Upon erification by the Principal of the failure of the bus to arrive within the one-half (½) hour period, pay hall be authorized.

ection 8. The Office of Classification and Compensation shall review and revise, as necessary, e job descriptions for Bus Attendants, School Aides I, II and III.

ection 9. Bus Chauffeurs and Bus Attendants shall jointly and individually be responsible for ssisting non-ambulatory pupils from the bus to the school building.

ection 10. The School District shall defend all School Aides I, II, III, Bus Attendants and Bus hauffeurs acting within the scope and course of their employment from all liability claims arising ut of the administration of emergency first aid in accordance with requirements of their job escriptions or applicable law and hold such employees harmless in the event of a judicial etermination of damages against them.

ection 11. Bus Attendants shall be required to attend up to a maximum of three (3) staff evelopment days per school year between September 1 and June 30, without additional pay on ays when his/her route is not in operation. This shall include those Bus Attendants who ride on on-public school routes. Programs shall be jointly planned by the School District and Local 1201.

ection 12. Reporting time for Auxiliary Bus Attendants, AM and PM, shall be posted at the time of bids.

Section 13. Bus Attendants assigned to non-public school bus routes shall report to and sign in at their assigned garage at the beginning of the work day, and shall return to the garage at the end of their morning run. They shall report to and sign in at the garage for their afternoon trip. At the end of the afternoon run, the attendants will remain on the bus until the last child is dropped off and then will be dropped off within the city limits at the nearest public transportation site. A bus attendant who signs in as provided above at or before the beginning of the scheduled work time shall be in pay status from the beginning of such scheduled time.

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

Effective upon ratification of this Agreement, the School District shall pay $64.0 a monthly basis to each Bus Attendant in active service, to defray their commuting expenses.

ARTICLE XIII
WORKING CONDITIONS - TRANSPORTATION

Section 1a. Fleet Mechanics in the Transportation Department shall receive replacem tools for those necessary tools broken, stolen, or consumed by use while working on School Dis owned equipment. The tools purchased shall be of the quality and standard comparable to eit Craftsman or Snap-on, but in no event of a lesser quality than that of the tools to be replaced.

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

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

Section 2 . Fleet Mechanics who prior to September 1, 1999 were classified and paid at Pay Gra 2442 (i.e. Pay Step 2442 under the ADVANTAGE system) shall be reclassified/paid at Pay St 2448. The mechanics' placement in Pay Step 2448 shall be accomplished so as to grant increase in pay to each mechanic employed on September 1, 1999. However, mechanics may placed at a step (i.e. Pay Progression under the ADVANTAGE system) in the new Pay Step tha lower than the Pay Progression on which they were placed prior to the effective date of the 19 – 2003 Agreement.

Section 3. The School District shall supply uniforms and foul weather gear to Bus and Tru Chauffeurs and Warehouse Truck Helpers who are classified as either 10-month or 12-mon employees in accordance with work rules and regulations governing the issuance and replaceme of such uniforms. All Bus and Truck Chauffeurs as described above shall be provided one (complete uniform and foul weather gear within 90 days after date of employment or 30 days aft date of delivery indicated on the purchase order issued by the Purchasing Department ar thereafter on a demonstrated need basis. Gloves and overalls shall be provided to Garage Servic persons. The full cost of such uniforms shall be borne by the School District.

Replacement uniforms or parts of uniforms being supplied on a demonstrated nee basis shall be provided to the chauffeur within 30 days of the inspection provided the uniform is i the stock of uniforms carried in the Transportation Department. If the required uniform or parts o uniforms are not in the stock referred to above, the uniforms or parts of uniform indicated by th inspection shall be provided not more than 30 days after date of delivery indicated on the purchas order issued by the Purchasing Department. The above provisions shall also apply to foul weathe

gear for fleet mechanics.

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

Section 4. Copies of the purchase contract for uniforms shall be made available to the Union.

Section 5. Winter work boots and jackets shall be provided and replaced on a demonstrated need basis to all fleet mechanics.

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

Section 6. Bus Chauffeurs transporting non-ambulatory, orthopedically handicapped children in excess of 100 pounds, where mechanical assistance is not provided, may request an evaluation of the advisability of carrying the child. This evaluation shall give proper consideration to the physical characteristics of the chauffeurs and the child as well as all other pertinent information. A physical therapist authorized by the Special Education administrator in the appropriate cluster shall make the evaluation and shall submit a recommendation to the Administrator in charge of Transportation within five (5) working days after the request by the chauffeur.

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

A. Equip the bus with mechanical assistance.
B. Assign the child to home study.
C. Instruct the chauffeur to carry the child.
D. Assign the child to a bus having mechanical assistance.

Section 7. When the Administrator in charge of Transportation determines that there is an adequate parking space for buses available and the layover time is one (1) hour or less, the bus chauffeur shall remain at that location. If the layover time is more than one (1) hour, the bus chauffeur shall be scheduled to return to the nearest operating location.

Section 8. No complaint against a bus or truck chauffeur shall be placed in the chauffeur's file unless it contains in writing the following information and the employee and the Union have been notified:

A. A description of the allegation.
B. The approximate time of day the incident occurred.
C. The approximate location where the incident took place.
D. An identification of the person making the complaint.
E. The vehicle must be identified, if applicable.
F. Driving conditions existing when the incident occurred, if applicable.

The Union shall provide representation within 48 hours of such notice or such later time as the discussion is scheduled by the Administrator or supervisor. The employee shall be notified

when such complaint is placed in his/her file.

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

Section 9. In each Pony Express truck, an aisle space of twenty (20) inches shall be c defined and kept free of all materials in order that the chauffeur will have free access to all b Packages carried on such truck shall be no larger than the appropriate bins in such truck.

Section 10. No Pony Express truck shall be required to transport more film than ca carried in the space provided for it.

Section 11. When a 2 ½ ton or larger size delivery van is operated, assistance sha provided at each point where such vehicle is loaded or unloaded in order to assist the driv parking, loading and unloading.

Section 12. When bulky or heavy material is scheduled to be transported on trucks oper by School District employees, the supervisor shall provide for additional personnel or mechan assistance to load or unload the truck.

Section 13a. Those transportation and maintenance employees who are regularly assig to shops and drivers shall be issued two pairs of safety shoes. Safety shoes shall be replace a demonstrated need basis when presented by the employee to his supervisor for approval.

Section 13b. Safety shoes shall be provided and replaced on a demonstrated need basi transportation servicemen, mechanics, truck chauffeurs and helpers, and chauffeurs operating busses. Other transportation employees shall be eligible for, and provided with, safety shoes u approval of the Director of Transportation.

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

Section 13c. The Transportation Division shall issue foul weather gear (two piece rain su to pony drivers and token drivers.

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

Section 13d. Drivers of handicapped routes, MH Drivers, Pony Drivers, Token Drivers, servi people, special status drivers, and extra part-time drivers will be supplied safety belts.

Section 13e. Transportation Instructors shall be issued two (2) blazers, two (2) pairs of pan two (2) short sleeve and two (2) long sleeve shirts, one pair of safety shoes and foul weather ge including work gloves and overalls.

Section 14. A security officer shall be assigned to accompany each token truck operated the Transportation Department.

ection 15. An absence phone log must be maintained by the Supervisor or the Dispatcher each garage location. It should contain the following information.

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

ection 16. Bus Chauffeurs and truck chauffeurs with suspended licenses will not be ermitted to work until their credentials are in place.

ection 17. At the time of renewal, The School District shall pay, for each full-time and part-me bus chauffeur and fleet mechanic the cost of attaining a commercial drivers' license necessary r the operation of a school bus which is over and above that associated with maintaining a regular ennsylvania drivers' license.

ARTICLE XIV
WORKING CONDITIONS - BUILDING INSPECTORS

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

ection 2a. When contractors on new building construction work beyond the Building ispector's assigned schedule and the work to be performed requires concurrent inspection, an ispector shall be assigned to work and shall be paid as provided herein.

ection 2b. On all alteration work when, in the opinion of the Director, construction operations quire the presence of a Building Construction Inspector, one shall be so assigned and shall be aid as provided herein.

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

ARTICLE XV
WAGES AND HOURS OF WORK

Vages

ection 1 Salaries shall be adjusted in the amounts and on the dates listed below:

ection 1a. Except as otherwise specified in this agreement, across the board increases shall be ranted as follows:

January 3, 2000 – 3%

October 15, 2000 – 3%
September 10, 2001 – 2%
September 9, 2002 – 3%

Section 1b. The following classifications of Employees shall not receive the across the b increase-effective January 3, 2000:

Building Engineers
Custodial Aides
Housekeepers
Building Construction Inspectors II

Section 1c. Building Engineer Job Classification and Salary Equalization

Building Engineers shall not receive the across the board increase-effective Januar 2000. Effective January 3, 2000, the 11 classifications of Building Engineers shall be consolida as follows:

Current grades 1, 2 and 3 shall be consolidated into a new Group I (118 pay step);
Current grades 4, 5 and 6 shall be consolidated into a new Group II (121 pay step);
Current grades 7 and 8 shall be consolidated into a new Group III (2448 pay step);
Current grades 9, 10 and 11 shall be consolidated into a new Group IV (100 pay step).

Consolidation of the Building Engineer positions shall be accompanied by the follow compensation adjustments:

Building Engineers from lower job classifications shall move from their existing pay gra and step (now known as Pay Step and Pay Progression under the ADVANTAGE system) to the n group, Pay Step and Pay Progression that most closely approximates but does not exceed a $2,0 base salary increase. Any difference between the old salary and the new salary that is less th $2,000 shall be made up by a one-time bonus payment.

Section 1d. Cleaning Personnel

Employees classified as Custodial Aides or Housekeepers who were appointed prior September 1, 1999 shall not receive the across the board increase-effective January 3, 200 However, Employees who were classified as Custodial Aides prior to September 1, 1999 sh receive a $500.00 lump sum bonus payable in the first pay period of September 1999.

Effective September 27, 1999, Employees classified as Custodial Aides, and Housekeepe prior to September 1, 1999 shall be reclassified as 5-hour and 8-hour General Cleaners. Five-ho General Cleaners shall be paid at Step 132 at their current pay progression and increment dat Eight-hour General Cleaners shall be paid at Step 133 at the same pay progression and increme date which they held at Pay Grade/ Step 146.

The Night General Cleaner position shall be paid at a rate of $12.50 an hour. No shi differential shall apply.

Effective the first pay period in December, 2001 a one time $500 bonus payment shall be id to five hour General Cleaners (formerly known as Custodial Aides) who as of September 1, 01 meet the following criteria:

1. no current letters of reprimand in their personnel file;
2. no Step III attendance letter in their personnel file;
3. no disciplinary action taken as a result of hearing(s) in their personnel file.

ction 1e. Building Construction Inspectors II

The classification of Building Construction Inspectors II shall be eliminated. All incumbents all retain their existing rate of pay. Employees hired after September 1, 1999 and classified as uilding Construction Inspectors shall be paid at Pay Step 107.

Building Construction Inspectors II reclassified at Pay Step 107 shall not receive the across e board increase in year one or year three of the 1999 – 2003 Agreement, but shall receive the ross the board increases in years two and four.

Building Construction Inspectors II hired prior to September 1, 1999 and reclassified at Pay ep 107 shall not receive the across the board increase in year one or year three of the 1999-2003 greement, but shall receive the across the board increases in years two and four. Such mployees shall also receive, in addition to the across the board increases in October 2000 and ptember 2002, bonuses as follows:

$500.00 lump sum payment on January 1, 2000
$500.00 lump sum payment on September 10, 2001

ction 1f. Maintenance Mechanics

Maintenance Mechanics subject to craft consolidation shall not receive across the board creases for the period September 1999–August 31, 2003, but shall receive increases as follows:

oth A & B mechanics who are subject to the consolidation of maintenance crafts shall receive pay creases as follows:

January 3, 2000 - $1.00/hour
January 1, 2001 - $1.00/hour
December 3, 2001 - $500.00 lump sum
October 21, 2002 - $.50/hour
July 14, 2003 - $.75/hour

As part of this consolidation, Mechanics who were classified as "A" mechanics prior to the tification of the 1999-2003 Agreement shall be paid at Step 2442; in addition Mechanics who were

classified as "B" mechanics shall be paid at Step 2438.

Section 1g. **Stock Clerks**

Effective September 13, 1999, stock clerks will be reclassified as follo
Employees classified/paid as Warehouse Helpers (Step 2430) and Stock Clerk I (Step 243
be reclassified/paid as Stock Clerk II (Step 2437). The placement of these Employees in t
Step (2437) shall be accomplished so as to grant an increase in pay to each person emplo
a Warehouse Helper or Stock Clerk I prior to September 1, 1999. However, reclassified Em
may be placed at a Pay Progression in the new Step that is lower than the Pay Progress
which they were placed prior to the reclassification.

Section 1h. **Transportation**

In addition to the across the board increases set forth above, all Employee
work in the Transportation Department, and all Bus Attendants and School Aides shall, rec
$275.00 lump sum bonus provided that they satisfy the agreed upon performance-based cri
set forth above as of September 1, 2001. This bonus shall be payable no later than the first
period in December, 2001.

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

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

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

Hours of Work

Maintenance

Section 5a. All eight (8) hour day shift employees in the Maintenance Department sha
scheduled for their regular work day of eight (8) continuous hours sometime between the hou
6:00 a.m. to 6:00 p.m. This continuous eight (8) hour period shall be interrupted only by an u
duty free lunch period of one-half (½) hour which lunch period shall not be construed as part o
eight (8) hour regular work day. The schedule of the employees may be changed after consul
with the Union, effective January 1 and July 1 of each year. Prior to such schedule cha
employees shall select their shift assignments in accordance with seniority by classification w
their crafts.

Section 5b. Asbestos workers shall work a Monday through Friday work schedule. Their re

shift shall be 3:00 p.m. to 11:30 p.m.

Saturday and Sunday shall be regularly scheduled days off for employees in the
tenance Department and work on such days shall be governed by the overtime provisions of
e XV.

neering and Cleaning

on 6a. Except as otherwise provided in this Agreement, Eight (8) hour day shift engineering
leaning personnel shall be scheduled for the regular work day of eight (8) continuous hours
time between 6:00 a.m. and 6:00 p.m. This continuous eight (8) hour period shall be
upted only by an unpaid duty free lunch period of one-half (½) hour which shall not be
trued as part of the eight (8) hour regular work day. Saturday and Sunday shall be regularly
duled days off for Engineering and cleaning employees assigned to regular day shift positions
work on such days shall be governed by the overtime provisions of Article XV.

on 6b. Building Engineers shall work a basic forty (40) hour week, but shall be required to
all additional hours made necessary by:

The scheduling of the school day (one-half (½) hour for
lunch except as provided in Section 14 of this Article);
Flag duties, if there are no custodial assistants.

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

ion 6c. Each full-time custodial employee shall have one-half (½) hour of his/her day set
e for an unpaid duty free lunch, the time to be determined by the Area Manager. When, by
e of his/her work assignment as specified by the Regional Manager or in the event of an
rgency, a full-time custodial employee works all or the major portion of his/her scheduled lunch
d, he shall be paid for the full period. Each night watchman shall have a daily one-half (½) hour
aid lunch period. All other custodial employees shall have a one-half (½) hour daily unpaid duty
lunch.

tion 6d. Five (5) hour General Cleaners may be scheduled to a continuous five (5) hour shift
veen 6:00 AM and 10:30 PM. Eight-hour General Cleaners assigned to the second shift shall
cheduled to a regular workday of eight (8) continuous hours between 1:00 PM and 10:30 PM.

tion 6e. Management may create a third shift subject to the conditions outlined below when
use of buildings makes proper cleaning impractical during the first or second shift.

1 The first and second shifts in such facilities shall be staffed so as t
inuity of services.

2. The hours of work for all third shift Employees sha
work week shall start Monday at 10:30 p.m. and end on Satur

3. Management intends to utilize a third shift in school year 1999-2000 at Be Franklin High School, Northeast High School and George Washington High School. Manag agrees that over the course of the (1999-2003) agreement a third shift shall not be instituted i than 23 schools without the mutual agreement of Local 1201.

Section 6f. Schedules for cleaning Employees may be changed four (4) times per year thirty (30) days written notice to the Union and to the affected Employees.

The above noted Employees shall be assigned to day shift work hours during the Christmas, and summer breaks except during the summer months when activities in the building make changes impractical.

In a two person building there shall be no change in the hours scheduled for Employees. They will continue to be assigned in accordance with Article XV, Section 6a.

Section 6g. Cleaning Leaders II or III shall be scheduled to a regular work day of eig continuous hours between 9:30 AM and 10:30 PM.

Section 6h. The administration shall, in consultation with the Union, evaluate the feasib changing buildings on a 3:00 p.m. to 8:00 p.m. cleaning schedule, to a 2:00 p.m. to 7:00 schedule. Where administratively possible, such change shall be made.

Elevator Operators

Section 7. School elevator operators shall be scheduled for the regular work day of sever one-half (7 ½) continuous hours sometime between 6:00 a.m. and 6:00 p.m. This continuous s and one-half (7 ½) hour period shall be interrupted only by an unpaid duty free lunch period of half (½) hour which shall not be construed as part of the seven and one-half (7 ½) hour regular day.

Building Inspectors

Section 8. Building Inspectors shall be scheduled for a regular work day from 7:00 a.m. to p.m. including an unpaid duty free lunch period one-half (½) hour.

Print Shop/ Warehouse

Section 9a. All eight (8) hour day shift employees in the Warehouse, Warehouse Services Print Shop Departments shall be scheduled for their regular work day of eight (8) continuous h sometime between the hours of 6:00 a.m. and 6:00 p.m. This continuous eight (8) hour period be interrupted only by an unpaid duty free lunch period of one-half (½) hour which lunch period not be construed as part of the eight (8) hour regular work day. The schedule of an employee not be changed without reasonable notice.

Saturday and Sunday shall be regularly scheduled days off for employees in Print Shop Departments and work on such days shall be governed by the overtime provision

icle XV.

ction 9b. Employees in the duplicating and reproduction services in the Administration Building d Audio-Visual Department shall observe the normal work schedule for employees in the ministration Building.

nsportation/School Aides/Bus Attendants

ction 10a. The work week for School Aides III at the Widener School and at Special Class nters shall be thirty-two and one-half (32 ½) hours per week, six and one-half (6 ½) hours per y, with thirty (30) minutes for lunch.

ction 10b. The work week for School Aides I and School Aides II assigned to secondary schools all be thirty five (35) hours per week, seven (7) hours per day, with a lunch period to be the same gth as that prevailing in the local school, provided, however, that no lunch period shall be less in an uninterrupted thirty (30) minute period, nor more than one (1) hour.

ction 10c. The starting time for each School Aide III at the Widener School and Special Class nters, and each School Aide II at secondary schools shall be listed by the school of assignment d such lists shall be made available to the Union. The starting time may be changed to meet the ique needs of the school program but such change shall not result in a change in the employee's ily hours.

ction 10d. Bus Attendants will be employed on split shifts for a total of twenty-five (25) hours in ch workweek.

ction 10e. The starting time for Bus Attendants shall be ten (10) minutes prior to the first stop the bus on which they serve.

ction 10f. Each night watchman shall have a daily one-half (½) hour unpaid lunch period. All her custodial employees shall have a one-half (½) hour daily unpaid duty free lunch.

ction 10g. Bus Chauffeurs who are employed on a full day basis when regular school is in ssion shall continue to work a forty (40) hour work week exclusive of one (1) hour per day duty e lunch period. Every effort shall be made to avoid altering the scheduled lunch period. wever, if such alteration takes place, the chauffeur's duty free unpaid lunch period shall be duced by an amount of time equal to the time by which the lunch period was altered and such ount of time shall be added to his paid work time for that day.

Section 10h. Bus Chauffeurs who are employed on a full day basis when regular school is
session shall continue as heretofore to work a forty (40) hour work week exclusive of one-ha
hour per day duty free lunch.

Section 10i. Unless otherwise indicated on the bid sheet for a route, drivers on pony ex
routes shall be scheduled for their regular work day from 7:00 a.m. to 3:30 p.m. including an u
duty free lunch period of one-half (½) hour.

Section 11. No employee in the bargaining unit will be scheduled for a split lunch period u
there is no other reasonable alternative available.

Section 12. While their regular work week is forty (40) hours, building engineers shall re
responsible at all times for the care and proper operation of the buildings to which the
assigned, unless specifically relieved thereof by written instructions from the Regional Man
Additional hours work in any work week, required of building engineers by emergencies or wi
approval of the Regional Manager, shall be deemed overtime hours and shall be paid in accord
with the applicable provisions of this Article XV.

Section 13. In order to permit building engineers who also have one or more firemen assi
to their building, to work a regular work week of forty (40) hours, the Administration shall am
regular staggered starting and finishing times, consistent with the proper operation of the build
but to end no later than 6:00 p.m. The firemen shall report at an earlier hour than heretofore
forty (40) hour regular work week. The building engineers shall also be scheduled to work a
forty (40) hour week. and shall fire the plant as required for that portion of the school day d
which the fireman is not in the building.

Section 14. Custodial employees shall be required to punch the time clock at their work loc
upon arriving for work, leaving work and when leaving and returning to the work location a
scheduled lunch period or at any other time when he/she is scheduled to be on duty.

Overtime

Section 15a. All hours worked in any one week in excess of forty (40) or on any one da
excess of eight (8) or, by day shift employees, before 6:00 a.m. or after 6:00 p.m. shall be pa
one and one-half (1 ½) times his/her regular hourly rate provided that, in any week in which
employee has an unexcused absence, the employee shall be paid one and one-half times his
regular hourly rate only for those hours worked in excess of forty (40) for that week.

Section 15b. All hours worked on a scheduled holiday shall be paid at one and one-half (
times the employee's regular hourly rate in addition to holiday pay for which the employee is elig

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

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

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

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

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

ction 18a. An employee who is required to work on a day or part of a day on which the schools
e closed because of inclement weather shall be paid his/her regular salary for such day and shall
ceive one-half (½) personal leave day if he or she works up to four (4) hours, or a full personal
ave day if he or she works from four (4) to eight (8) hours. However, this provision shall not apply
the case of early dismissals.

For the first two (2) such inclement weather days in any school year, those who are
heduled to report to work shall accrue personal leave; for the next two (2) days, those who are
heduled to report will receive straight time. Thereafter, personal leave will be given.

All such personal days earned for inclement weather, up to a maximum of five (5), may be
ken during that calendar year, in addition to his/her regular three (3) personal leave days, at the
scretion of the employee's manager whose approval will not be unreasonably withheld. Any
clement weather personal leave days not used during the year will be banked and paid under
rrent policy, i.e., paid at the employee's rate of pay at time of termination.

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

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

ction 18b. An employees who is not required to work on a day the schools are closed because
inclement weather shall receive his regular salary for such day. Such day not worked shall be
cluded as time worked for purposes of computing time and one-half after forty (40) hours in any
eek in which such day may occur.

ction 18c. This Section (Section 18, 18a-c) shall not apply to emergency closings ordered by
vernmental authorities. The Board of Education shall not be considered a governmental authority
the purposes of this Section of Article XV.

Overtime Distribution

Section 19a. All overtime shall be distributed equitably among employees qualified to p the work, within each classification, at a given work location. Such distribution st accomplished in a manner to be determined by the operating head of each departm consultation with the Union. Overtime on bus and truck routes shall be assigned in accordan provisions of Article XXI of this Agreement. Any employees who has been suspended s ineligible to participate in the distribution of overtime for a period of six (6) months from the such suspension.

Section 19b. The Office of the Central Maintenance Division shall maintain, for each craf showing distribution of overtime worked by employees and shall make these lists availa inspection by the shop stewards and other union officials upon their request.

Section 19c. Overtime and Seniority - The current provision of one seniority list for maintenance craft will remain. Regional and Central Maintenance will remain on one list for se purposes including overtime distribution.

In order to ensure effective use of manpower, overtime will be offered to indi mechanics in seniority order within each craft in increments totaling twenty (20) hours, rega of locations or number of work orders involved. Twenty (20) hours may be exceeded whe twentieth hour occurs during an overtime shift. Employees shall remain at the top of the se list until the completion of at least sixteen (16) hours of overtime. A mechanic who de overtime or is on paid or unpaid leave when his name is reached on the seniority list shall be at the bottom of the seniority list.

Section 20. The Superintendent reserves the right to adjust or stagger work schedu implement the forty (40) hour regular week for Assistant Engineers and firemen with the expenditure of overtime possible. To this end, the following precepts shall apply:

a. In buildings which have two firemen, the second firemen's regular (weather permitting) shall end no later than 6:00 p.m.

b. In buildings referred to in sub-paragraph a. above which have Engineers, one Engineer's regular day (weather permitting) shall end no than 6:00 p.m.

c. In buildings referred to in sub-paragraph a. above with one fireman o Engineer or both, weather conditions may require either to work beyond regular day.

d. In buildings to which only a building engineer and a fireman are assig when one is absent and relief cannot be provided, the other shall wor full school day.

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

ht Differential

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

Effective October 30, 1995, any employees on a shift scheduled to begin at 1:00 PM ll receive a differential of $.30 per hour.

Effective October 30, 1995, any employees on a shift scheduled to begin at 2:00 PM ll receive a differential of $.40 per hour.

Effective October 30, 1995, any employees on a shift scheduled to begin at 3:00 PM hereafter shall receive a differential of $.50 per hour.

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

ARTICLE XVI
HEALTH AND WELFARE BENEFITS

ction 1. The option of coverage for Blue Cross Hospitalization, Major Medical Insurance and dical Surgical insurance shall no longer be available to Employees in the bargaining unit. The hool District shall continue to pay 100% of the premium cost for the medical insurance coverage m existing HMO's .

Any employees or employee's dependent with exceptional medical problems will be mitted to remain in their existing medical plans until their exceptional problem no longer exists, ess their current doctor is a member of an existing HMO network. This condition will be sessed annually by the Administration.

ction 1a. Part Time Bus Chauffeurs, Five-Hour General Cleaners and Bus Attendants hired ore October 9, 1995 may select medical insurance from existing HMOs for themselves and their ible dependents. Such coverage is provided at no cost to the employees.

Part Time Bus Chauffeurs, Five-Hour General Cleaners and Bus Attendants hired er October 9, 1995 shall be eligible to select coverage from available HMOs for themselves and ir qualified dependent children only.

Effective September 1, 2000, every part-time employee who was hired between tober 1, 1995 and August 31, 1999 will receive spousal coverage, if his/her spouse is otherwise ligible for coverage in a non-School District Plan.

Only Employees who have successfully completed their 180 day probationary period l be eligible for the above coverages.

ction 2a. Upon employment, an employee, irrespective of sex, shall be permitted to obtain

coverage under Life Insurance Plan No. 5 without medical examination; an employee in ser more than ninety (90) days electing to obtain such coverage at any other time must und medical examination satisfactory to the insurance carrier, the cost of which he must pay. School District shall continue to pay 100% of the premium cost of such life insurance.

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

Base Salary	Amount
Under $1,500	$ 3,438
1,500 to 2,999.99	5,000
3,000 to 3,999.99	7,500
4,000 to 4,999.99	8,750
5,000 to 5,999.99	10,000
6,000 to 6,999.99	11,250
7,000 to 7,999.99	12,500
8,000 to 8,999.99	13,750
9,000 to 9,999.99	15,000
10,000 to 10,999.99	16,250
11,000 to 11,999.99	17,500
12,000 to 12,999.99	18,750
13,000 to 13,999.99	20,000
14,000 to 14,999.99	21,250
15,000 to 15,999.99	22,500
16,000 to 16,999.99	23,750
17,000 and over	25,000

Section 2b. The amount of insurance provided for employees who retire after September 1, and who have been participating in the Life Insurance program shall be increased from $1,00 $2,000.

Section 3a. All of the present regulations and bulletins concerning sick leave, personal leave other leaves requiring prior approval shall remain in effect during the term of this Agreement.

Section 3b. Part-time bus chauffeurs shall also be eligible to participate in the Health Accident Insurance coverage program.

Section 3c. Employees shall be granted three (3) days leave each year without loss of salar urgent personal business which cannot be conveniently scheduled on other than work days an personal emergencies requiring immediate attention. Extension of school holidays or beginning summer vacation earlier or extending it later shall not be deemed personal leave and may no taken except in most unusual circumstances as hereinafter provided. Application for such le shall be made upon a form to be furnished by the Superintendent.

If not more than 10% of the employees in a work location request leave for a gi day, or if the number requesting leave exceeds 10% but the granting of such leave will not inter with the operation, the employee shall have the right to take such leave. In the event that

umber of employees at a work location requesting leave exceeds 10% and the employee's leave ll interfere with the operations, the Human Resources Division shall determine whether the leave all be denied to the employee or employees last filing such requests, provided, however, that if ch employee or employees request the leave because of an emergency, the leave shall be anted.

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

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

The present practice shall be continued so that upon termination of service, an employee hose services were not terminated for intentional misconduct shall be entitled to receive mpensation for 100% of accumulated unused personal leave days. The value of a personal leave ay for ten-month employees for such payment shall be one-two hundredth (1/200) of the annual alary such an employee is receiving and the value of a leave day for such payment of a twelve- onth employee shall be one-two hundred and fortieth (1/240) of the annual salary such employee receiving.

ction 3d. For the purpose of leaves of absence on account of death of a relative of an mployee covered by this Agreement, the phrase "immediate family" in Administrative Bulletin #12 all be deemed to include the employee's father-in-law and mother-in-law.

ction 3e. Upon such designation, long-term substitutes shall be eligible to receive the same surance rights and leave provisions as regularly appointed employees.

ction 4. The Health and Accident Insurance coverage provided to employees covered by this greement shall not be changed except as follows:

An individual shall have the opportunity to enroll in a weekly indemnity program which would ovide a uniform benefit duration with various waiting periods based on accumulated sick leave. ffective January 1, 1996 the plan shall be as follows:

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

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

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

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

Section 5a. The School District will, as soon as practicable, furnish to each employee a bro explaining the coverage of all insurance plans available to them for which the School Distric the employees make premium contributions and the amount of such respective contribution

Section 5b. The Superintendent will provide to each employee an annual accounting of h sick leave accumulation.

tion 6. At the election of an employee who, on the basis of a School District medical luation, will be subject to termination, involuntary change of work classification, loss of pay, luntary use or loss of sick leave or involuntary retirement for disability or who is refused a motional appointment for which he/she is otherwise eligible, except in matters of Workmen's mpensation, such evaluation shall be submitted for determination to a member of a panel of erts in the appropriate specialty who have been named by the Philadelphia County Medical iety, or the Philadelphia College of Surgeons and Physicians, or the Pennsylvania Osteopathic dical Associations.

FIREMEN AND OILERS, LOCAL 1201 HEALTH AND WELFARE FUND
CREATION OF TRUST FUND

ction 7. The Trust Fund designated and known as the "Firemen and Oilers, Local 1201 alth and Welfare Fund" established by the National Conference of Firemen and Oilers, AFL-CIO, al 1201 shall be continued.

ction 7a(i). Payments shall be made for each employee in the bargaining unit by the Board to Trust Fund in accordance with the schedule below:

Date	Annual	10 Month Employees 20 bi-weekly pay periods	12 Month Employees 25 bi-weekly pay periods	12 Month Employees 26th bi-weekly pay period
09/01/99	$1,700.00	$85.00	$65.38	$65.50
09/01/00	$1,700.00	$85.00	$65.38	$65.50
09/01/01	$1,900.00	$95.00	$76.00	0
09/01/02	$2,100.00	$105.00	$84.00	0

ction 7a(ii). Health and Welfare contributions shall be made for regular part-time bus chauffeurs o are scheduled to work four (4) hours per day, five (5) days per week or the equivalent.

ction 7a(iii). The Trust Fund shall have its place of business in Philadelphia, Pennsylvania. e Local 1201 Trust Agreement for the Health and Welfare Fund shall be amended to require the ointment of an equal number of Union and School District Trustees who shall operate the Fund.

ction 7b. PURPOSE OF TRUST FUND

The purposes of the Trust Fund shall be to make payments from principal or income oth of (1) benefits to employees, their families and dependents for medical and hospital care; benefits on account of sickness, temporary disability, permanent disability, death or retirement;

(3) benefits for any and all other purposes which may be specified by the Trustees of the provided same are within the scope of applicable law.

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

Section 7c. PAYMENT TO TRUST FUND

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

Section 7d. TITLE TO MONIES PAID INTO TRUST FUND

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

Section 7e. LEAVE OF ABSENCE FOR EMPLOYEES TO WORK FOR HEALTH WELFARE FUND

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

Section 8. The present practice shall be continued so that upon termination of servic employee whose services were not terminated for intentional misconduct shall be entitled to re compensation for 25% of unused accumulated sick leave days. For purposes of this provision following principles shall apply:

(i). In the school year of termination, the accumulation of sick leave day such year shall be calculated by multiplying by ten the quotient of the number of months work such year divided by the total number of working months in said year.

(ii). In the school year of the employee's employment, the accumulation of leave days for each year shall be calculated by multiplying by ten the quotient of the numb months worked in such year divided by the total number of working months in said year.

(iii). The value of a day of accumulated sick leave for such purpose for 10 month mployees shall be one-two hundredth (1/200) of the annual salary such an employee is receiving the time of termination and the value of a day of accumulated sick leave for such purpose for 12 onth employees shall be one-two hundred and fortieth (1/240) of the annual salary such employee receiving at the time of termination.

(iv). Payment, in accordance with the provisions listed above, for the accumulated ck leave days of an employee who is deceased shall be made to the employee's beneficiary or state.

(v). The Superintendent shall within thirty (30) days of the termination date ffectuate such payment for all unused sick days, personal leave days and vacation days. Such hall be limited to retirees with twenty-five (25) years of service. This shall apply to all other retirees s soon as administratively possible.

ection 9. In the event that an employee is absent from work due to injury resulting from a hysical assault arising out of the performance of his duties, he/she shall be paid, an amount, cluding payments, if any, at which he/she is entitled under the Workmen's Compensation Act, qual to the compensation he/she would have received during the period of his/her absence for the st year of such absence. Such absence shall not be charged against his/her sick or personal ave. Medical expenses arising out of such injury will be paid by the Board. Details concerning the nplementation of this policy are set forth in Administrative Bulletin #12.

ection 10. If an employee is absent due to an injury which makes him/her eligible for Workmen's ompensation benefits or the benefits described in Section 11 of this Article XVI and such injury as incurred while the employee was receiving the rate of pay of a classification higher than his/her ermanent classification under the terms of Article XV, Section 5 of this Agreement, such benefits hall be based on the rate of pay actually being received at the time the injury was incurred.

ection 11a(i). Bus chauffeurs with ten (10) years or more service shall be counseled as on as it is known they are unfit to drive a bus. A maximum effort shall be made by the Division Human Resources to assign them to some other available position in the school system at the ame rate of salary or the maximum of the available position's salary, whichever is higher.

ection 11a(ii). Bus chauffeurs with five (5) but less than ten (10) years of service shall be milarly counseled by the Division of Human Resources and an attempt shall be made to assign em to some other position which they can handle.

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

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

Section 11a(iii). Bus chauffeurs with less than five (5) years of service shall also be cou by the Division of Human Resources and attempts made to place the person in another which he/she can handle, if such is available. If no other position is available, he/she s allowed to take whatever sick leave he/she is due and be granted an unpaid leave of abs He/she shall retain all seniority rights accrued to the date of his/her separation and may peri be re-examined to determine his/her fitness for restoration.

Section 11b(i). Employees, other than bus chauffeurs, with 15 or more ye service shall be counseled when they become, by reason of physical handicap, unable to at their then current job classification. A maximum effort shall be made by the Division of Resources to assign them to some other available position in the school system at the sam of salary or the maximum of the available position's salary, whichever is higher.

Section 11b(ii). Employees other than bus chauffeurs with 10 but less than 15 ye service shall be similarly counseled by the Division of Human Resources and an attempt s made to assign them to some other position which they can handle that offers a salary as cl possible to the salary they have attained at the time of their disability.

Section 11b(iii). Employees other than bus chauffeurs with less than 10 years of servic also be counseled by the Division of Human Resources and attempts made to place the pe another position which he/she can handle, if such is available. If no other position is ava he/she shall be allowed to take whatever sick leave he/she is due and be granted an unpaid of absence. He/she shall retain all seniority rights accrued to the date of his/her separation an periodically be re-examined to determine his/her fitness for restoration.

Section 11c. To aid in the counseling process, the Union shall promptly be provided with a current vacancies in entry level classifications for which the employee may be qualified.

Section 12. The Superintendent agrees that if during the term of this Agreement any ch are granted to other bargaining units of School District employees with reference to vo insurance programs, sick leave allowance, insurance at retirement, termination pay, add vacation, or increased mileage allowance, such changes will be made effective at the sam for members of the bargaining unit represented by Local 1201.

Section 13a. CREATION OF TRUST FUND

A Trust Fund shall be created and be know as the "Firemen and Oilers, Local Legal Services Plan" established by the National Conference of Firemen and Oilers, Local AFL-CIO.

Section 13b. The Board shall pay into such fund the sum of $100 payable as follows: for 10 m employees, $5.00 for each of 20 bi-weekly pay periods; for 12 month employees, $3.85 for weekly pay periods and $3.75 for the 26th weekly pay period.

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

Effective September 1, 2002, the School District shall increase the rate of ntribution to the Legal Services Fund by fifteen dollars ($15.00) per capita.

ction 13c. The aforementioned contributions shall be made for regular part-time Bus Chauffeurs o are scheduled to work four (4) hours per day, five (5) days per week or the equivalent.

ction 13d. The Trust Fund shall have its place of business in Philadelphia, Pennsylvania and hall be operated by a Board of five (5) Trustees, three (3) of whom shall be appointed by the ion and two (2) of whom shall be designated by the Superintendent.

ction 13e. PURPOSE OF TRUST FUND

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

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

ction 13f. PAYMENT TO TRUST FUND

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

ction 13g. TITLE TO MONEYS PAID TO TRUST FUND

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

ction 13h. LEAVE OF ABSENCE FOR EMPLOYEES TO WORK FOR LEGAL SERVICES AN

In accordance with the provisions of Article VIII, Section 4 of this Agreement, ployees who are elected and/or appointed to full-time positions with the "Firemen and Oilers, cal 1201 Legal Services Plan" shall be granted leaves of absences for the purposes of accepting se positions. No more than one (1) employee from the bargaining unit shall be granted such ves of absence for any year.

ction 14. CHILDREN'S HEALTH INITIATIVE

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

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

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

ARTICLE XVII
VACATIONS

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

Length Of Uninterrupted Service to July 1	Vacation Time
a. If appointed between January 1 and April 30	1 week
b. 6 months to 4 years	2 weeks
c. 4 years to 8 years	3 weeks
d. 8 years to 15 years	4 weeks
e. Over 15 years	4 weeks & 2 days

Section 1a. Continuous uninterrupted service shall be calculated from the first day o employee's current employment.

Section 2. The above vacation privilege shall be subject to all Board of Education regula concerning vacations. All requests for specific vacation time shall be made to the respe departments no later than May 1 for the vacation year to begin July 1 of that year, Administration shall respond to the request no later than June 1.

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

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

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

No Building Construction Inspector shall request that any part of his/her vacation shall be scheduled during the last week in August nor the first week in September.

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

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

Section 3a. No more than twenty-five percent (25%) of custodial employees in a facility will be granted vacation during the last two (2) weeks prior to school opening.

Section 3b. During the school year, no more than seven (7) licensed employees in any region may be granted vacation at any one time, and no more than ten percent (10%) of the non-licensed staff of a school.

Section 3c. No custodial employee shall be granted more than two (2) weeks of vacation during the school year. Vacation consideration shall be granted the building engineer of a building first before any of the staff is considered.

Section 3d. Any concerns or disputes regarding vacation requests shall be referred to the Executive Director of Facilities Management who shall meet with the President of the Union or his designee.

ARTICLE XVIII
SENIORITY

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

a. resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District,

b. is laid off for more than twelve (12) consecutive calendar months,

c. under Board Regulations currently in effect, is no longer a School District employee.

Section 2a. Departmental seniority is defined as uninterrupted, continuous service by a appointed employee in the collective bargaining unit covered by this Agreement in a department the School District. An appointed employee shall lose all accumulated departmental seniority if loses School District seniority as set forth in Section 1 above. He/she shall also lose accumulated departmental seniority if he/she transfers as an appointed employee to a position another department covered by this Agreement and remains in that position for more than one ye If the employee returns to the former department within the one year period specified above he/s shall retain his/her seniority accumulated in the department to which he/she returns.

Section 2b(i). The parties agree that newly hired bus chauffeurs shall serve a probationary peri of one hundred eighty (180) calendar days from the first day hired. During this probationary peri an employee may be transferred or terminated without cause at the discretion of the superintende without recourse to the grievance procedure.

Section 2b(ii). Newly hired employees, other than Bus Chauffeurs, shall serve a probationary peri of one hundred eighty (180) calendar days from their first date of hire. During this probationa period, an employee may be transferred or terminated without cause at the discretion of t Superintendent, without recourse to the grievance procedure. Days worked as a per diem substitu shall be counted toward satisfying an employee's probationary period.

Section 2b(iii). Effective October 10, 1995, newly hired Employees will be eligible for medi insurance, personal illness days and personal leave days only after the successful completion their 180 day probationary period. Probationary Employees will accrue vacation days from the fi day of employment but will not be permitted to use such days during the probationary perio Probationary Employees will be subject to drug/alcohol testing during the period of their probati

Section 3a. When an employee accepts an appointment to a permanent position not covered this Agreement, his/her seniority as defined in this Article XVIII shall cease to accumulate. Shou such an employee return to a position in the bargaining unit within one year of the date on whi he/she left his/her position in the bargaining unit, his/her departmental seniority shall be the sum his/her departmental seniority prior to his/her appointment to a position outside of the bargaining u and his/her departmental seniority from his/her date of return to a position in the bargaining uni

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

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

Section 3b. An employee who is subject to layoff and cannot be assigned to a position a provided in Section 6 of this Article XVIII may be assigned temporarily to any other position in

department in the bargaining unit in which he/she has previously served for which he/she is qualified. Such an employee shall not accumulate departmental seniority in that department unless he/she is appointed or transferred to a vacant position in such department.

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

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

Section 4a. Appropriate examinations shall be given for appointment and promotion in said classifications.

Section 4b. Consideration will also be given to the candidate's record of performance and seniority in the School District, so that the following effect shall be given to seniority and performance rating:

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

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

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

Section 5a. Mechanics who achieve B Mechanic status after two thousand (2,000) hours and prior to being advanced to A Mechanic status, shall be required to take and pass a practical examination covering the practices and procedures of the trade. The Union shall be given the opportunity to provide input to the design of the examination. The examination shall be given within thirty (30) days. Upon successful completion of the examination, the mechanic will be advanced to A Mechanic status retroactive to the date such Mechanic completed the 2,000 hours.

A "B Mechanic" who fails such an examination shall be retained in B Mechanic status and shall receive remedial assistance to address the deficiencies in his/her performance and shall

be given the practical examination within thirty (30) days of when the deficiency is corrected, but n later than the time at which he/she completes an additional two thousand (2,000) hours of work

Section 5b. Stock Clerks I shall be advanced to the classification of Stock Clerks II if they ha satisfactorily performed the work of Stock Clerks II for a total of 2000 hours.

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

Section 7. The parties recognizing that this bargaining unit has already sustained deep an substantial reductions, agree that no layoffs other than those layoffs already made or notified sh be necessary during the life of this Agreement. However, this provision shall not apply to layo resulting from:

a. Declines in pupil enrollment;
b. The closing of a facility;
c. The cancellation of a program;
d. The School District's exercise of its managerial discretion to cease performing an activity or operations;
e. Technological changes

Section 7a. In the event of a departmental or work location reduction in force, includi reductions caused by the discontinuance of a facility or its relocation, the employees shall be la off in the inverse order of seniority of the employees in the department involved at the work locati

Section 7b. At least seven (7) calendar days before being laid off, an appointed employee sh be informed of all vacancies in any other work location in his/her classification in the department which he/she holds an appointment, for the purpose of giving him/her an opportunity, to b exercised within said seven (7) calendar days, to fill such vacancy. If he/she requests appointme to such vacancy, he/she shall be assigned thereto. In the event that vacancies in such classificati exist in several work locations, he/she shall be assigned to the vacancy designated by t department. In the event more than one appointed employee in such classification is laid off, a there are insufficient vacancies for such assignments, then the laid off employees with the highe seniority shall first be assigned to the vacancies involved.

Section 7c. In the event that there is no such vacancy, then the laid off employee shall, wit said seven (7) calendar day period, be entitled to displace the appointed employee with the lea departmental seniority in the same classification in any other work location in the department, or his/her option, he/she may displace the appointed employee with the least departmental senio in a lesser classification in the same department provided the displaced employee has less senio than he/she and provided he/she is capable of performing the work with the same efficiency as t appointed employee whom he/she seeks to replace. The displacing employee shall be paid the ra of pay of the position which he/she takes as above. No employee shall have the right to displa any other employee in any other department, irrespective of seniority.

Section 7d. The department shall furnish to each such laid off employee before said seven (7) calendar day period, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he/she shall be in a position promptly to exercise his/her rights under subparagraph b above.

Section 7e. Each appointed employee who is displaced shall similarly have seven (7) calendar days from the date of notice of his/her displacement to exercise his/her seniority rights, as set forth in subparagraphs b and c above.

Section 7f. In the event that a laid off or displaced appointed employee shall so desire, he/she shall be entitled to displace the long term substitute last employed to work in the classification from which the appointed employee was laid off, or such long term substitute employed to work in a lower rated classification in the same department which work the displacing employee is capable of performing with the efficiency referred to in subparagraph c above.

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

Section 8a. In the event that within one (1) year from the date of his/her layoff a vacancy occurs in the classification of his/her last appointment in the department from which he/she was laid off, or in a lesser classification in the same line of work in the department, a laid off employee shall be entitled to recall thereto in the order of his/her departmental seniority.

Section 8b. The one (1) year period of recall from layoff contained in section 8 shall be disregarded for the life of this Agreement. That is, employees shall have recall rights in accordance with this Agreement for the duration of this Agreement.

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

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

Section 11. An employee who is discharged or laid off shall have seven (7) calendar days within which to file a written grievance under Article IV hereof. In the event that no written grievance is filed

within said time, the layoff or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.

Section 12. Because the duties and skills are the same, half-time employees in the Operations Department with satisfactory ratings shall be entitled to fill vacancies in the full time cleaning classification on the basis of seniority.

Section 13. Work location seniority for School Aides I shall be based on service in the sending school.

Section 14. In the case of a reduction in force in the maintenance department which results in the displacement of an A or B mechanic, that mechanic may displace a trades trainee with less seniority in one of the other trades within the same cluster of trades as his/her original craft, i.e. Maintenance Trades, Electrical and Mechanical Trades or Facilities Maintenance-Building Trades. Such a former mechanic shall be considered to be at the beginning of the Trades Trainee program on the craft to which he/she has moved.

Section 15. A separate seniority list shall be established for Driver Training Instructors.

Section 16. If, in a school in which cleaning and engineering operations have been privatized, the school is returned to school district operation, Employees who were displaced from that school shall have the right to return to the position in that school which they held at the time they were displaced, if such a position still exists, by seniority order.

ARTICLE XIX
DEPARTMENTAL TRAINING PROGRAMS

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

Section 1a. The time in course or trade for training will generally follow accepted standards, but in no case will be less than the minimum time required to qualify for such occupational licensing as may be required for the position.

Section 1b. The department shall maintain a current listing of approved educational opportunities available after regular working hours to the trainee; reserving the right to continuously gauge the trainee's educational progress.

Section 1c. The department shall provide such unique and specialized training, not normally included in the occupational education curricula, where such is deemed pertinent and necessary by the department.

Section 1d. The department shall measure the progress of the trainee in areas of performance and competence on a regular basis.

Section 1e. Certificates and credentials awarded the employee shall be made a matter of permanent record.

Section 1f. Upon successful completion of the training course, the trainee will be eligible to compete in a competitive examination for the journeyman trades position.

Section 1g. A Joint Training Programs Committee shall consult with the Director of Facilities Services and his/her staff on a regular basis, and shall aid in the establishment and maintenance of the programs described above. The committee shall consist of three (3) authorized Union members and three (3) members selected by the Superintendent.

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

Section 1h(i). If at any time, a trainee fails to maintain satisfactory progress, either in on-the-job training or the instructional phase of the program, or shall fail to successfully pass the examination for the journeyman job within 90 days of the completion of all phases of the departmental program, or 270 days for Fireman Trainees, he/she shall be returned to his/her former classification within the School District. If, however, he/she had entered as a trainee from outside the school system, then in such case his/her employment shall terminate.

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

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

Section 2a. An appointed Trades Trainee will participate in a program of classroom instruction and on-the-job training, of a length appropriate to his prospective trade and of relevant content.

Section 2b. At the conclusion of the Trades Trainee phase, an examination will be given. A passing grade will make the trainee eligible for appointment to Class B Mechanic; a failing grade will constitute unsatisfactory progress in the program, and in such case, Section 1h will apply.

Section 2c. In lieu of normal progress through the Trades Training Program, any presently employed Junior Mechanic may elect to take the final examination when it is given at the conclusion of the first cycle of the program, for the trade of his/her choice and, if he achieves a passing grade, shall be appointed a "B" Mechanic in that trade. Current craft licensing requirements shall prevail.

Section 3. When an examination is given for the classification of B Mechanic in a maintenance trade that is open to candidates other than school district employees, a trades trainee in that craft

who is within six months of the completion of his/her trades trainee program on the last date which applications are accepted shall be considered to meet the experience qualifications admission to the examination.

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

Section 4a. Such Printing Training Programs shall continue to operate at a frequency determin by the needs of the Printing Shop as determined by the Director of the Warehouse.

Section 4b. All employees shall be hired and promoted to vacancies based on competiti examination.

Section 4c. Lines of promotional opportunity shall be as follows:

Job Pressman to Pressman I
Pressman I to Pressman II
Pressman I to Paper Cutter
Bindery Worker to Bindery Leader

Section 4d. Training programs offered to employees will include classroom instruction and o the-job training.

Section 4e. To participate in such training programs, employees must have successful completed six (6) months of service in the job they currently hold.

Section 4f. Upon the successful completion of the training program, employees will be eligib to take a competitive examination for the next higher job.

Section 4g. Employees will be appointed to vacancies which occur in accordance with Article X and established School District policy.

Section 4h. Failure either to complete successfully the training program or pass the examinatio for the higher job shall not affect the employee's current status.

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

Section 6a. The Union and the Administration agree to the establishment of a plan for the classification and training of employees in the landscaping and Athletic Fields Department. The minutes of the Industrial Relations meetings dated August 6 and November 7, 1979 shall remain in effect as a part of this Agreement.

Section 6b. A Trades Trainee type program for Athletic Field Helpers shall be developed. The progression for advancement shall be from Athletic Field Helper to Landscape Trainee and then to either Field Caretaker or Landscaper-Treeman Mechanic. Employees will have to complete 2000 hours of satisfactory service as a Landscape Trainee to become eligible to take the exam for the next higher level. After passing that examination, they will be eligible for promotion in rank order from the list as vacancies become available. When a vacancy occurs in the Caretaker I or II classification, the employees currently appointed to those classifications will have an opportunity to bid for such vacancy. Seniority lists will be prepared and posted. These lists will be limited to "bidding seniority" and do not affect either departmental seniority or layoff status. "Bidding seniority" is defined as the length of service of the employee in the classification to which he/she is assigned at the time of the bid. Remaining positions shall be filled in rank order from eligibility lists.

Section 6c. The Administration shall continue to assign helpers, trainees and mechanics to field and landscaping duties as needed based on manpower and resources available. Consideration will be given to geographical assignment of staff where possible within the requirements of the department. Field Caretakers shall not be reassigned for other than emergencies or snow removal responsibilities.

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

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

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

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

The School District guarantees to allocate a minimum of $200,000.00 to be spent during each contract year for the duration of this agreement in furtherance of the training program.

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

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

1. The initial craft training program shall consist of the plumbing, mechanical and electrical crafts. Fifty percent (50%) of the available openings shall be reserved for graduates of the Philadelphia Schools for craft training .For the purposes of this Article, the receipt of a G.E.D. diploma shall be considered as graduation from a Philadelphia public high school.

2. The above ratio of reserved openings shall be maintained for each new craft added to the program, if any.

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

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

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

Section 13. Training

1. Four levels of training and testing shall be provided in order to qualify Building Engineers for certification to move from a lower group to a higher group. Training shall be conducted for Building Engineers beginning in September, 1999, and shall be completed in August 2002, in accordance with the following schedule:

a. 1999-2000 – Group I
b. 2000-2001 – Group II
c. 2001-2002 – Groups III & IV

2. Training and testing pursuant to this agreement shall be ongoing. Testing shall be a combination of written and practical to be agreed upon by the parties.

3. Remedial training shall be provided to Building Engineers who have not qualified for certification following training. Remedial training shall be provided no later than July 1 and concluded by August 31 prior to the next scheduled bid.

ARTICLE XX
TRANSFERS AND ASSIGNMENTS OF FACILITIES/MAINTENANCE EMPLOYEES

Section 1. It is acknowledged that the Superintendent has the sole and exclusive prerogative to assign and transfer all employees in the collective bargaining unit and hereby retains this prerogative without any reservations. However, unless, in his/her sole discretion, the Superintendent shall deem it necessary to exercise such prerogative in any instance he/she will

continue, except as herein modified, his/her prior practice with reference to Facilities Department employees as follows:

Section 1a. Any employees demoted for cause or suspended shall not be able to bid for promotion for a period of one year following such disciplinary action.

Section 1b. Vacancies for all job classifications in the bargaining unit shall be filled by competitive examination. From such examination, lists of successful candidates shall be established as follows:

A. Departmental - listing all of the successful candidates, in rank order, currently employed in the department where the vacancy(ies) exist.

B. Interdepartmental - listing all the successful candidates, in rank order, who are currently employed in other departments of the School District.

C. Open Competitive - listing all of the successful competitors, in rank order, who are not currently employed by the School District.

D. Listing of the successful candidates, in rank order, who are graduates of the Philadelphia public high schools as defined in Article XIX, Section 10.

Appointments to vacancies shall be from the eligibility lists identified above as Lists, A, B, C and D in the following order:

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

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

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

Group D shall have reserved to it up to fifty percent (50%) of the openings in each Fireman Trainee class and Craft Training program, referred to in Article XIX, Section 10, in rank order.

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

Section 1c(i). All employees of the Facilities/Maintenance Department whose current performance rating is satisfactory or better shall be entitled to bid for transfer to a vacant position in the same classification and department in any other work location.

Section 1c(ii). If an employee cannot attend a scheduled bid procedure due to long-term illness, he/she shall be notified by the School District of the date of the bid procedure and shall be provided by him/her with the appropriate vacancy list and the job request form. These materials will be provided to the employee by attaching them to the next paycheck following the receipt of the material in the school.

Section 1c(iii). An operations employee who has been suspended since the last bidding due to the use of physical violence or absenteeism, or who has been suspended as a result of a hearing for job abandonment, shall not be entitled to bid. In the case of an employee on extended illness at the time of the bid, a review and determination of his/her eligibility to bid shall be conducted by the Administrator of Facilities Management and Services or his/her designee and a representative of the Union.

Section 1d. The School District shall maintain seniority lists appropriate for bidding under this Article and shall provide no later than fifteen (15) calendar days prior to each bid date or closing date, sufficient copies for posting on employees bulletin boards.

Section 2a. Licensed Classifications

Section 2a(i). Bidding for licensed classifications shall take place once each year during the month of September with new assignments to be effective at the beginning of the second full pay period after the date of the bid. The bidding referred to above shall be accomplished at one session.

Section 2a(ii). Vacant positions in licensed classifications shall be awarded to the employee who has the highest seniority computed from the date of his/her latest appointment to his/her present grade and who has occupied the position in his/her present work location for at least one (1) year prior to the last day for the submission of bids.

Section 2b(i). A regular bid shall be held in September 1999, using the current seniority rules, bidding procedures and job classifications as outlined in the Local 1201 Agreement expiring August 31, 1999.

(ii). After all moves are made as a result of the September 1999 bid, and no later than December 31, 1999, the new four-group structure shall be implemented effective January 3, 2000.

(iii). Effective September 1999, the four third-shift Building Engineer positions (3 high schools and one relief engineer), shall be placed on the September engineering bid as vacancies, at Pay Step122. A shift differential shall not apply. If persons with bidding rights elect not to choose any of these positions, assignments to third shift shall be made from the pool of licensed staff that have not yet bid in seniority order.

(iv) The Pay Step of third shift engineers beginning September 2000, shall be determined prior to the engineering bid as Group II or III, depending on criteria such as building size, staff and mechanical complexity.

Section 2c. Building Engineers who have not received training, testing and certification, shall move according to bidding procedures under the Local 1201 Agreement expiring August 31, 1999 for all bids on or after September 1, 2000.

Section 2d. For individuals in groups that have received training, testing and certification, the procedure for bidding for promotion shall be as follows:

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

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

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

Section 2e. Building Engineers shall be considered as "grandfathered" in the group in which they are serving until training is offered for that group.

Section 2f. Building Engineers, in years two, three and four, who are eligible to move and do not, each receive five hundred dollars ($500.00) in a lump sum, payable in the first pay period of December in any year applicable.

Section 2g. Lists of vacancies in licensed positions shall be posted on employee bulletin boards for a period of as close to thirty (30) days as possible and in no case less than twenty (20) days prior to the date of bidding.

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

Section 2h. Licensed employees acting in supervisory positions may, during the first year of such status, bid for positions in the bargaining unit only in the same grade they last held in the unit and, if they return to the unit within one (1) year shall suffer no loss of seniority.

Section 2i. When a building engineer, as a result of a promotion or transfer, assumes responsibility for a new building, the building engineer presently assigned to that building shall remain one full day to orient his/her successor, if the successor has not had previous experience with the type of plant in the new building. If he/she has such experience, the period or orientation shall be limited to one-half (½) day.

Section 2j. At the regular bidding procedure immediately prior to the projected opening of a new building, the complement of licensed personnel required shall be listed and established thereby. They shall be assigned to their new positions prior to the building opening.

Section 3. Maintenance

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

Section 4a(i). Non-Licensed Classifications

Custodial Assistants shall bid for transfers to vacancies each year during the month of October with new assignments to be effective at the beginning of the second full pay period after the date of the bid. Following said bid, full and part time cleaners, housekeepers and elevator operators shall be notified by posting in each work location of the remaining custodial assistant vacancies and shall be permitted to submit in writing a statement of interest. A sufficient number of those who show such interest shall be invited to a bid for vacancies.

Each three (3) months, then-current Custodial Assistant vacancies shall be posted and filled as above.

Eligibility shall be established: (1) in accordance with section 1c(i) of this Article XX; and, (2) upon the successful completion of the custodial assistant training program as provided by Facilities Management and Services. Said training program shall include practical testing developed by the Division of Personnel Testing with the input of Facilities Management and Local 1201. During the training program, the candidate shall be paid on the basis of his/her current rate. Upon successful completion of the training and testing, the candidate shall be appointed as a custodial assistant retroactive to the first day of the training program and the appropriate salary adjustment made.

Section 4a(ii). Bids for transfers to vacancies shall be held in December 1999, with new assignments to be effective no later than the second full pay period after the date of the bid. For the 1999-2000 school year, existing bidding and seniority procedures as set forth in the collective bargaining agreement expiring on August 31, 1999 shall remain in effect for that bid only. The Night General Cleaner positions shall be posted as vacancies. All subsequent bids shall occur in December.

For all subsequent bids, the Custodial Aide and Housekeeper seniority list shall be merged into a single General Cleaner seniority list based upon departmental seniority. Bids for vacancies shall be based upon seniority placement on that list. Elevator operators shall bid for elevator operator vacancies before Employees in other classifications may bid on such vacancies. However, no employees may bid for promotion if he/she has been demoted for cause or suspended during the previous year.

Section 4a(iii). Lists of vacancies in the appropriate positions shall be posted on employee bulletin boards for a period of as close to thirty (30) days as possible and in no case less than twenty

(20) days prior to the announced closing dates for each bid referred to above. This list shall indicate the classification and number of vacancies, the work location of occurrence, the shift, days of work, and other pertinent information. Such period of twenty (20) calendar days from the date of posting shall be allowed for submission of bids.

Section 4a(iv). Except as otherwise provided hereinabove, vacant positions in non-licensed classifications shall be awarded to the employee entitled to bid, who has the highest departmental seniority and who has occupied his/her present position for at least one (1) year prior to the last day for the submission of bids. If the Superintendent, in his/her sole discretion, shall deem it for the best interest of the School District in any particular instance, he/she may transfer to a vacancy the employee, in grade, properly qualified, with the highest seniority as set forth above, whether or not he/she has been in his/her present work location for said one (1) year period.

Section 4b. Ten-month employees in job classifications within the bargaining unit shall be given preference for summer employment in openings in job classifications within the bargaining unit for which they are qualified. The employee shall be paid for such work at the rate applicable to employees newly appointed to such classification. The duration of such temporary summer employment shall be contingent upon the service needs of the employing department and upon satisfactory service. An employees dismissed from summer employment because of unsatisfactory service may be deemed to be unqualified for such summer service for a period of up to two (2) years.

Section 4c. i. All cleaning leaders shall bid for transfers to vacancies each year during the month of May with new assignments to be effective no later than the beginning of the first full pay period in June.

ii. The list of vacancies in the cleaning leader position shall be posted on employee bulletin boards for a period of 25 days prior to the announced closing date for the bid. The list shall indicate the classification and number of vacancies, work location of occurrence, shift, days of work and other pertinent information.

iii. A cleaning leader II may bid for promotion to the cleaning leader III position after completing one year of satisfactory service in the cleaning leader II position.

iv. The cleaning leader's work performance will be rated once a year by his/her supervisor. Ratings will be based upon the following:

(1) Attendance
(2) Punctuality
(3) Work Performance

Section 4d. Voluntary Demotion:

1. A cleaning leader who voluntarily demotes to a lower classification custodial assistant or general cleaner shall be placed at the bottom of the seniority list for that lower classification.

2. For one year, following the effective date of the bid, a cleaning leader who voluntarily demotes to a lower classification shall be prohibited from a lateral transfer, further voluntary demotion or a promotion.

3. If the cleaning leader had not previously been an employee of the School District and fails to maintain satisfactory performance in that position, then in such cases his/her employment shall terminate.

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

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

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

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

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

Section 7a. For vacancies in non-licensed position from an appropriate eligibility list established by the Personnel Department.

Section 7b. For vacancies in licensed positions by the employee who has bid for the position on the list posted in accordance with Section 1b of this Article and has the highest seniority in highest grade. Such seniority is to be computed from the latest date of assignment to his/her present grade.

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

Section 7c. When a position for either a General Cleaner or Custodial Assistant for the Superintendent's floor of the Administration Building is to be filled, a notice will be posted so that all interested General Cleaners and Custodial Assistants may apply.

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

Section 9a. Bidding shall be once per year in the first full week of June, with employees indicating their desire for a primary assignment as either a stock clerk assigned warehouse duties or a stock clerk assigned to furniture moving. Employees successfully bidding on stock clerk assigned to furniture moving will be utilized as stock clerks assigned to warehouse duties if no furniture move work exists and vice versa.

Section 9b. There will be one Warehouse Department seniority list.

Section 9c. If overtime is needed on a moving assignment, employees assigned to that assignment shall have first preference to it. Any requirements for overtime which are not met from the employees assigned to that job shall be offered to all warehouse employees in order of department seniority.

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

Section 1. Qualifications

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

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

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

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

of time and one-half in addition to his/her regular days pay. These required work days are in addition to those specified in Article XIX, Section 9

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

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

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

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

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

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

j. "Summer Bus Route" - the work schedule required of a "Bus Chauffeur - 12 month" during the period that summer schools are in session, and shall include driving a bus on a regular summer school schedule, educational excursions, and any other trips required, as well as servicing and cleaning the buses to which he/she is assigned on a daily basis.

k. "Regular Part Time Bus Chauffeur" - a driver assigned for less than eight (8) hours per day and assigned to a route which is scheduled for less than forty (40) hours of pay time per week during the normal school year beginning in September and ending in June. The duties of such a chauffeur include driving a bus on a scheduled route as well as servicing and cleaning buses.

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

The latest review results shall be the data to be used in official business of the Union and School District. The Union shall provide one person to work with one person designated by the

Administrator of Transportation Services to perform the review described above. The parties shall confer as necessary, and determine whether the existing method of determining the number of part time chauffeurs shall be revised.

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

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

Section 4. Bidding & Assignment Schedules

a. For the 1999 - 2000 School Year, the annual bids described in Article XXI of the 1995 - 1999 contract shall apply. Effective September, 2000:

i. A scheduled general bid for full-time routes shall be held one (1) time each calendar year prior to the first day of school in September.

ii. A scheduled general bid for part-time routes shall be held one (1) time every two calendar years. The bid shall be held prior to the first day of school in September in the year that it is held.

iii. Part-time chauffeurs shall bid annually in September to fill vacancies.

b. Effective September 1, 1999, openings on any regular bus or truck routes which occur after the scheduled September bid shall be posted during interim bids which shall be held at least twice during the school year in December and April, for those chauffeurs qualified to bid.

c. In between the scheduled interim bids, any opening in a full-time position shall be filled until the next interim bid by the most senior, qualified, part-time driver who accepts the position.

d. Summer bus route bidding shall be conducted only once for all ESY, regular summer school and Widener Memorial (OH) routes. Summer bus routes shall be posted for bid between the last day of the regular school session and the beginning of the summer school session.

e. Widener Memorial Bus chauffeurs shall bid each summer for Widener Memorial Bus Routes which will operate during summer school sessions. If the number of Widener Memorial Bus Routes during the summer sessions are less than the number of bus chauffeur's classified as Widener Memorial Bus Chauffeurs, the bus chauffeurs who do not have summer session routes shall be classified as Extras and assigned first to Widener Memorial routes and thereafter to ESY or other routes.

driver is considered nearest the pick-up point, the work assignment or trip shall be rotated among the group of drivers;

(ii). Any work assignment or trip that begins before and extends for a period not to exceed three (3) hours beyond the end of the work day, shall be assigned from the garage overtime list on a rotating basis;

(iii). Any work assignment or trip that begins after the end of the work day, but does not exceed three (3) hours, shall be assigned from the garage overtime list on a rotating basis;

(iv). Any work assignment or trip that begins after the work day and exceeds three (3) hours, shall be assigned from the system overtime list.

d. On a School District holiday when a group of routes are consolidated to serve only non-public schools, the most senior chauffeur assigned to one of the regular routes in that group shall be offered the opportunity to drive that consolidated route. He/she shall work out of the garage designated for the consolidated route and for the number of hours designated for said route.

e. In case of emergencies, such as fires, floods, major disaster, or other emergencies beyond the control of the Superintendent any employees may be assigned any work in the Transportation Division deemed necessary.

f. Regular part time chauffeurs substituting on a full time route shall follow such route schedule for that work day. Overtime shall not be included in such route assignment and shall be governed by this section as set forth above in paragraph c (iii).

Section 7. Seniority

a. Seniority for purposes of bidding and for promotion shall be dated from the date of a driver's qualification for a part time position.

b. When a part time Bus Chauffeurs does not exercise his/her option to select a full time position in seniority order, he/she will not be given the opportunity to displace a less senior employees who selected the full time position in his/her place.

Section 8. Assignment of School Aides, Bus Attendants

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

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

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

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

Section 9a. A list containing all pertinent route information will be prepared and made available as far in advance of the bidding date as possible.

Section 9b. The process of transfer shall be accomplished in one session at a designated time, date, and place beginning with the most senior Bus Attendant. A Bus Attendant who cannot be present for the transfer process may have a shop steward submit in his/her bid. If a Bus Attendant arrives after his/her designated time for bid, the Bus Attendant shall be required to wait until everyone has bid in that session. Any employees demoted for cause or suspended shall not be able to bid for promotion for a period of one year following such disciplinary action.

Section 9c. All positions filled by new employees from the eligibility list after the previous September transfers shall be posted as vacancies for the following year's transfer and all such new employees shall be required to bid for permanent assignments.

Section 9d. If the route held in June by a currently appointed Bus Attendant no longer exists at the time of the September transfer procedure, such employees shall be given the opportunity to transfer to a vacant position with all other employees in seniority order.

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

Section 9e. Any currently appointed Bus Attendant shall be entitled to transfer to any vacant position in accordance with their classification seniority. Where classification seniority is equal, School District seniority as defined in Article XVIII, Section 1, shall be the determining factor.

Section 9f. If, during the school year, the position of a bus attendant is eliminated, such bus attendant shall be offered any bus attendant vacancy.

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

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

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

Section 10a. Lists containing all pertinent route information will be prepared and made available at least seven (7) calendar days in advance of the bidding date and posted at all district garages.

Section 10b. The process of bidding shall be accomplished in one (1) session at a designated time, date, and place beginning with the most senior School Aide I. A School Aide I who cannot be present for the bidding process may have a shop steward submit his/her bid. If a School Aide I arrives after his/her designated time for bid, the School Aide I shall be required to wait until everyone has bid in that session. Any employees demoted for cause or suspended shall not be able to bid for promotion for a period of one (1) year following such disciplinary action.

Section 11a. Vacancies in the School Aide I classification shall be filled by promotion of the most senior Bus Attendant.

Section 11b. Vacancies in the School Aide III classification shall be filled by transfer by the senior School Aide III. All remaining vacancies shall be filled by promotion of the senior School Aide I.

Section 11c. Vacancies in the School Aide II classification shall be filled by transfer by the senior School Aide II. All remaining vacancies shall be filled by promotion of the senior School Aide III.

Section 11d. An employees appointed to a position which is subsequently eliminated at his/her work location shall be considered as a forced transfer. He/she shall carry all accumulated building seniority to his/her new location.

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

ARTICLE XXII
SHOP STEWARDS

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

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

Section 3. Effective January 1, 2000, each of the eight (8) new craft classifications shall have two (2) stewards. Asbestos, Landscaping and Pest Control shall each have one (1) Steward. When a complaint or grievance of an employees in one of such groups is of a serious, immediate and emergency nature as to require the Shop Steward to leave his/her work location and appear at the Office of the Manager of Maintenance during his working hours, then with prior approval of the Director of Facilities Services, he/she will be permitted to do so for a reasonable time under the circumstances. Such Shop Steward shall not be entitled to be involved in any matter covered by this contract for any other employees or group of Employees.

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

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

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

Section 7a. No more than (1) Shop Steward shall be designated by the School Aides I and II at any work location having five (5) or more such Employees assigned thereto. Such Shop Steward shall not be entitled to be involved in any matter covered by this Agreement in any other work location.

Section 7b. In work locations having four (4) or less School Aides assigned thereto, the Union Shop Steward designated in accordance with existing practice shall serve as the Shop Steward for such School Aides.

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

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

ARTICLE XXIII
SAVING CLAUSE

Section 1. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in effect.

ARTICLE XXIV
AMENDMENTS

Section 1. This Agreement may not be amended, altered or modified except by writing signed by the Superintendent on behalf of the School District and the President and Vice President with the approval of the Union's International President, or his designee, on behalf of the Union.

ARTICLE XXV
ENTIRETY OF AGREEMENT

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

ARTICLE XXVI
NO REPRISAL CLAUSE

The Union agrees that neither it nor its representatives will commit or encourage any acts of reprisal or retaliation against any employees or representative of the School District of Philadelphia on account of any strike activities. The Superintendent agrees that neither he/she nor any designee or representative will commit or encourage any acts of retaliation or reprisal against any member of the Union on account of any strike activity.

ARTICLE XXVII
DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force from September 1, 1999 to midnight, August 31, 2003, and shall continue from year to year unless and until either party hereto shall give the other party (60) days' written notice of intention to open negotiations for a new Agreement in accordance with the procedure and time schedule as outlined in applicable law.

THE SCHOOL DISTRICT
OF PHILADELPHIA

Superintendent of Schools

President, Board of Education

NATIONAL CONFERENCE OF FIREMEN
AND OILERS LOCAL 1201, AFFILIATED
WITH THE SERVICE Employees
INTERNATIONAL UNION, AFL-CIO

President

Vice President

Business Agent

Secretary/Treasurer