

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of Impasse Between the

BENTON AREA SCHOOL DISTRICT,

"Public Employer,"

-and-

AFSCME DC 86 (SUPPORT PERSONNEL),

"Union."

**REPORT
AND
RECOMMENDATIONS**

Case No. ACT 88-13-9-E

**Before
Robert C. Gifford, Esq.
Fact Finder**

Appearances:

For the Employer:

Ellis H. Katz, Esq.
Sweet Stevens Katz & Williams

For the Union:

Corey Lockard
AFSCME DC 86

Pursuant to Act 88 of 1992 ["Act 88"] and the Public Employee Relations Act ["PERA"], I was appointed by the Pennsylvania Labor Relations Board ["PLRB" or "Board"] on March 27, 2013, as the Fact Finder in the impasse between the Benton Area School District [the "Employer" or "District"] and AFSCME District Council 86 [the "Union"], representing a support staff unit comprised of approximately 29 employees.

The parties have been bargaining for their first contract. They met on their own and then with the assistance of a mediator. Thereafter the Union initiated its request for fact finding. On April 8, 2013, a hearing was held in Benton, Pennsylvania at which time the parties were afforded the opportunity to present testimony, examine and cross-examine witnesses, introduce documentary evidence, and argue orally in support of their respective positions on the unresolved issues.

ISSUES

The following issues have been presented for Fact Finding:¹

1. Union Security and Dues Checkoff
2. Hours of Work
3. Vacations
4. Holidays
5. Health & Welfare Benefits
6. Sick Leave
7. Leave of Absence Without Pay
8. Posting of Vacancies

¹ There are sub-issues within some of the general issues listed above.

9. Grievance and Arbitration
10. Union Business/Activities
11. Bargaining Unit Work/Supervisors/Use of Contractors
12. Work Related Injury
13. Entire Agreement
14. Wages
15. Longevity Pay
16. Inclement Weather
17. Reduction in Force and Recall
18. Overtime
19. Call Time
20. Other Paid Leave
21. Seniority
22. Discipline and Discharge
23. Protection of Employees
24. Miscellaneous Provisions
25. Successors

DISCUSSION

The parties are familiar with the outstanding issues. This Recommendation will focus on the terms that I recommend to be included in the initial contract. Therefore, to the extent an issue is not specifically addressed or incorporated by reference herein I do not recommend the inclusion of the party's proposals.

Tentative Agreements

The parties reached tentative agreements to Recognition, Management Rights, Pay Periods, Mileage Reimbursement, Bereavement Leave, No Strike-No Lockout Agreement, Contract Interpretation, Separability Clause, Waivers, and Term of Agreement. The tentative agreements are attached hereto.

Recommendation – The tentative agreements attached hereto shall be made part of the initial contract.

Term of Agreement

The parties reached a tentative agreement to the term of the initial agreement – the date of ratification through June 30, 2015.

Union Security and Dues Checkoff

Recommendation – I recommend the following provisions:

Section 1

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall maintain membership in the Union, provided that such employee may resign from the Union, in accordance with the following procedure:

- (a) The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 13, AFSCME, AFL-CIO and a copy of the letter to the employee's agency. The official membership card, if available, shall accompany the letter of resignation.
- (b) The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.

Section 2

The Employer shall deduct the Union biweekly membership dues, annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from employees' regular biweekly salary and wages. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. Payments and the itemized statements shall be submitted to AFSCME Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111.

Section 3

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

Hours of Work

Recommendation – I recommend the following provisions:

Section A

The work week shall normally consist of five consecutive work days with the understanding that the District reserves the right, in its discretion, to modify the work week to meet the needs of the District. The hours of work for each classification of bargaining unit member covered by this agreement will be determined by the District in accordance with the needs of the District. The regular hours of work each day shall be consecutive, except for interruptions for meal or rest periods. Except for emergencies, work schedule changes will be posted two (2) weeks in advance.

Section B

Bargaining units members may be required to work overtime at the discretion of the District. No overtime shall be worked except as authorized by the appropriate administrator. Overtime work shall be distributed based on the needs of the District at the discretion of the District.

Section C

There may be compensatory time in lieu of overtime pay through the mutual agreement between the individual employee and the District.

Section D

Only time actually worked will be considered as time worked for the purpose of computing overtime. Hours worked over 40 in a week will be considered overtime to be compensated at time and one-half.

Section E

Bargaining unit members will be paid only for hours worked.

Section F

Bargaining unit members will be permitted a daily one-half (½) hour unpaid meal period at times designated by the District.

Vacations/Holidays/Personal Leave/Other Paid Leave

Recommendation – I recommend the following provisions:

Paid Vacations

The vacation year begins on July 1st and ends on June 30th of the following year.

Bargaining unit members who are scheduled to work at least 1680 hours a contract year (July 1 to June 30) shall be entitled to vacation leave in accordance with the schedules below:

- One complete school year of full time employment up to five (5) consecutive years: 10 working days vacation.
- More than five (5) years regular consecutive full-time employment: 15 working days vacation.
- More than 15 years regular consecutive full-time employment: 17 working days vacation.
- More than 20 years regular consecutive full-time employment: 20 working days vacation.

Application for vacation must be scheduled by eligible employees with their immediate supervisor in advance of the desired start date. Special consideration shall be given to emergencies. All vacation schedules must recognize the operating needs of the district and are subject to final approval by the Superintendent.

Vacation can be used in full or one-half day increments with 11:30 A.M. being mid-day.

Vacation earned for a given year must be used prior to the beginning of a new fiscal year unless the Superintendent grants a bargaining unit member's written request for a waiver. Except for unseen circumstances, written requests must be submitted at least 30 days prior to the beginning of a new fiscal year.

One week (5 work days) – may be taken any time.

Two weeks (10 work days) – one week must be taken in summer.

Three weeks (15 work days) – two weeks must be taken in summer.

An employee who anticipates termination of employment in the district may take accrued vacation prior to the termination date with proper approval as needed.

Paid Holidays

Paid holidays for all custodial/maintenance employees are established as eleven (11) days per year. The eleven paid holidays for each fiscal year are:

- Independence Day
- Labor Day Fair
- Day Thanksgiving
- Day
- Thanksgiving Vacation (Friday immediately following Thanksgiving)
- First Day Buck
- Employee's Birthday
- Christmas Day
- New Year's Day
- Easter Vacation (Good Friday)
- Memorial Day

Holidays for all other bargaining unit members are in accordance with the calendar adopted by the Board.

When any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.

Bargaining unit members required to work on a holiday or the day upon which the holiday is designated by the District will be paid one and one-half (1½) times their regular rate of pay for all hours worked on said day or compensatory time if the District and the bargaining unit member mutually agree to such.

Personal Leave

Bargaining unit members will be credited with three (3) personal leave days per year beginning July 1st. Unused personal leave days may be accumulated from year to year with a maximum of five (5) days, any or all of which may be used during any year, and days beyond five (5) will be converted to sick leave at the end of the year. Requests for personal leave shall be made at least three (3) days in advance to the Superintendent, except in the case of an emergency. Compensation for personal leave shall be in full for approved time off that does not exceed allowable personal leave.

No personal leave or paid vacation days can be scheduled on the following days:

- Week before the start of school
- Last week of school
- Friday before Prom
- Friday before Alumni Banquet
- Day of May Day
- Day of Graduation

Jury Duty

Bargaining unit members called for jury duty must inform the Superintendent within ten (10) calendar days of receiving notice from the court. Bargaining unit members will receive their regular compensation, but any compensation received for jury duty service in excess of actual expenses shall be forwarded to the District. While on jury duty, bargaining unit members must report daily their schedules for the following day and must report to work when excused for a half a day or more or suffer loss of pay for such period. Bargaining unit members will submit to the Superintendent a record of days served on jury duty.

Inclement Weather

Recommendation – I recommend the following provision:

Custodial/Maintenance staff shall report to work when schools are closed for inclement weather or other emergency situations unless the District notifies them not to report. All other bargaining unit members shall not report to work when schools are closed for inclement weather or other emergency situations unless the District has a need for them to report and notifies the bargaining unit member of its need.

Health & Welfare Benefits

Recommendation – I recommend the following provisions:

Health Benefits

Hospitalization and Medical Insurance

The District shall provide the Trust PPO 500 hospital and medical insurance coverage or substantially similar coverage to bargaining unit members who are scheduled to work at least 1260 contract hours per contract year. For those bargaining unit members who are scheduled to work less than 1260 contract hours no health benefits will be provided. Eligible bargaining unit members and their spouses/domestic partners, if also employed by the District, may be enrolled in only one plan.

The District shall contribute up to \$1,500 per year (\$500 if for single employee, \$1,000 if for employee and one additional family member – a maximum of \$500 per individual, and \$1,500 if for employee and more than one additional family member – a maximum of \$500 per individual) in a Health Reimbursement Arrangement account for each bargaining unit member who is provided a medical insurance plan to offset medical expenses actually incurred during the year. Any funds unspent at the end of the year reverts to the District.

The bargaining unit members who are provided the above coverage shall be required to pay an employee premium contribution according to the following schedule:

For bargaining unit members regularly scheduled to work at least 1260 hours but less than 2080 hours:
2012-2013: 9%
2013-2014: 10.5%
2014-2015: 12%

For bargaining unit members regularly scheduled to work at least 2080 hours:
2012-2013: 6%
2013-2014: 8%
2014-2015: 10%

All employee contributions shall be done on a pre-tax basis. The bargaining unit member's contribution for the cost of medical coverage shall be deducted from his/her pay. Bargaining unit members who work the school calendar shall have their premium contribution amount deducted from their paychecks received throughout the school year.

Waiver

Any employee may elect to waive his/her right to health care insurance and, upon notification to the District by October 1st, will receive a monetary incentive of \$1,500 in lieu of such coverage. (This option may be chosen because an employee is protected with health care insurance by a spouse.) Said employee will have the opportunity to re-enroll in the health care insurance plan immediately upon notification to the District when the alternative coverage is no longer available (due to health, disability or unemployment of spouse). Eligible bargaining unit members and their spouses, if also employed by the District, are only eligible for one (1) monetary incentive of \$1,500.

Dental Coverage

The District shall provide bargaining unit members scheduled to work at least 1260 hours in a contract year with the same dental plan it provides in the professional employee collective bargaining agreement. The insurance year is defined as July 1st through June 30th.

Vision Coverage

The District shall provide bargaining unit members scheduled to work at least 1260 hours in a contract year with the same vision plan it provides in the professional employee collective bargaining agreement. The insurance year is defined as July 1st through June 30th.

Group Life Insurance

The Employer will provide bargaining unit members scheduled to work at least 1260 hours per contract year group life insurance in the amount of \$40,000.

Retirement Benefit

Any employee with 15 years of service in the District who becomes eligible for benefits under the Pennsylvania School Employees' Retirement System and applies for the same will receive reimbursement:

- (1) For every 35 days of unused sick leave, the employee will receive continued individual health insurance for 1 year, maximum of 5 years or to age 65; whichever

comes first. The balance of unused sick leave will be compensated at \$25.00 per day, no maximum.

- or -

- (2) For unused sick leave, the employee will be compensated at \$35.00 per day, with the maximum amount of \$6,000.00.

Sick Leave

Recommendation – I recommend the following provisions:

Twelve (12) month employees shall be credited with twelve (12) days sick leave beginning July 1 of each year. Ten (10) month employees shall be credited with ten (10) days sick leave beginning July 1 of each year. The unused portion will be allowed to accumulate without limitation.

Sick days taken before or after a vacation day will require a doctor's excuse.

Sick days are permitted to be taken for spouse and dependent children.

Leave of Absence Without Pay

Recommendation – I recommend the following provisions:

Unpaid leave occurs whenever a bargaining unit member is absent from duty beyond his/her amount of credited sick personal or vacation leave. Bargaining unit members must exhaust personal and vacation days before unpaid leave can be utilized.

Long-term uncompensated leave is in excess of five (5) consecutive working days and must be approved by the Board.

Short-term uncompensated leave is less than five (5) working days. A request for short-term unpaid leave must be made to the Superintendent in a conference at least five (5) days prior to the beginning of said leave.

Unpaid leave should be requested only in emergency situations when the opportunity that is presented is unique by its circumstances. If unpaid leave is denied, the employee will be expected to be at his/her regular assignment. Failure to comply with this provision could result in disciplinary action up to and including termination of employment. Unpaid leave will not be granted in any circumstances, which will allow the employee to engage in profit making activities or to extend school calendar vacations. Absences shall not exceed five (5) days over any two-year period without the consent of the Board.

Bargaining unit members on long-term uncompensated leave shall not be considered to be active employees of the District during the period of the leave and shall not be entitled to any benefits which are granted to active bargaining unit members. Bargaining unit members may be allowed to remain a member of District group insurance plans during the leave at their own expense, subject to approval of the carrier(s). Because the District pays premiums one month in advance, the bargaining unit member must submit monthly premium payments to the Business Office at least one month in advance of the date that each premium payment is due.

Seniority/Posting of Vacancies/Reduction in Force and Recall

Recommendation – I recommend the following provisions:

Seniority is defined as an employee's length of continuous service in the bargaining unit since his/her most recent date of hire or transfer into the bargaining unit. A tie in seniority shall be broken by the length of most recent continuous service with the District.

An employee's length of continuous service record in the bargaining unit or with the District shall be broken by voluntary resignation, discharge for just cause, transfer or promotion out of the bargaining unit, failure to be recalled within two (2) years following a layoff, or retirement.

The District shall post on all designated bulletin boards a list showing the seniority of each bargaining unit member. A copy of the seniority list shall be furnished to the Union when it is posted.

Notice of permanent vacancies in bargaining unit positions which will be filled by the District will be posted on designated bulletin boards and posted on the District's website for a minimum of ten (10) work days. The filling of vacancies shall be at the discretion of the District; however, in the event that the District determines that more than one candidate is equally qualified for the vacant bargaining unit position the District shall fill the position with the candidate in the bargaining unit who has the most seniority in the District.

Assignment to shift and schedule shall be on the basis of seniority.

Whenever it is necessary for the District to eliminate a position or positions within the bargaining unit, all temporary employees shall be laid off before any bargaining unit members. The District shall notify the Union and all affected employees at least thirty (30) days in advance of any contemplated layoff and, upon request from the Union, shall meet and discuss any contemplated layoff with the Union in advance of the date it is scheduled to occur. Employees shall be laid off in the inverse order of their seniority within their job title. An employee whose position is eliminated may "bump" any less senior employee in an equivalent or lower pay grade within job title. Any employee who is not eligible to bump and is laid off will be placed on a recall list for a period of two (2) years. The District agrees to mail notice of any position vacancy during the recall period to any employee on the recall list. No new employee will be hired into a bargaining unit position until all employees on the recall list have been given the opportunity to recall. Employees shall be offered recall from layoff according to their qualifications for the position. Seniority shall serve as the tie breaker.

Grievance and Arbitration

Recommendation – I recommend the following provisions:

Purpose

The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise affecting the interpretation and application of the provisions of this Agreement.

Definition

A grievance is a claim concerning the interpretation, application, misapplication, or alleged violation of the express terms of this Agreement.

Procedure

The employee shall have the option of having a representative of the Union or counsel present at all steps of the grievance procedure. The District shall have the option of having a confidential employee or counsel present at all steps of the grievance procedure.

In the event that the District fails to respond at any step of the grievance procedure the alleged grievance will automatically move to the next step of the grievance procedure.

In the event that the employee/Union fails to advance the alleged grievance to the next step of the grievance procedure within the prescribed time limitations after a written response from the District the alleged grievance shall be deemed abandoned.

The time limitations prescribed below may be extended through the mutual agreement of the parties.

Informal Step

The employee initiating the alleged grievance shall discuss the matter with the first level supervisor or building principal, as appropriate, within ten (10) school days of the date of the occurrence of the matter to be grieved.

Formal Step 1

In the event that the informal step does not resolve the alleged grievance, the alleged grievance shall be presented in writing on a form provided by the Union, with the first level supervisor or building principal, as appropriate, within ten (10) school days of the informal discussion step. The first level supervisor or building principal, as appropriate, shall reply to the grievance in writing within ten (10) school days after formal presentation of the grievance.

Formal Step 2

If a mutually satisfactory agreement is not reached in Formal Step 1, the grievance shall be referred to the Superintendent, in writing on the proper form, within ten (10) school days after receiving the written decision at Formal Step 1. The statement shall describe the cause, the steps taken to resolve the differences and the decision reached to that date. The first level supervisor or building principal, as appropriate, shall receive a copy of this communication. The Superintendent shall provide a written response to the grievance within ten (10) school days.

Formal Step 3

If the action taken in Formal Step 2 fails to resolve the grievance it may be referred by the Union to the Board within ten (10) school days after the Superintendent's response is received. The Union shall provide the Superintendent with a copy of all communications with the Board. The Union and the Board shall meet at an agreed upon time for purposes of hearing the grievance at this step. The Board shall render a written decision within thirty (30) school days after the grievance hearing.

Formal Step 4

If the action taken in Formal Step 3 fails to resolve the grievance to the satisfaction of the affected parties, the Union may refer the grievance to binding arbitration within thirty (30) school days after receipt of the Board's decision. At the same time, the Union shall provide the Board with notice of its intent to proceed to binding arbitration.

The arbitrator shall be selected by the parties from a list of arbitrators submitted by the Pennsylvania Bureau of Mediation, by alternately striking names from the list, with the District striking the first name. The cost of the arbitrator shall be equally by the parties.

Union Business/Activities

Recommendation – I recommend the following provisions:

Use of School Buildings

Union representatives shall have the right to use the school building at all reasonable periods and hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and upon such notification the principal of the building shall grant approval unless the quarters requested have been previously committed for another

purpose or purposes; and that the Union shall reimburse the District for any janitorial services beyond those normally provided and paid by the District beyond regularly scheduled hours.

Use of School Equipment

Union representatives shall have the right to use school facilities and equipment when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof; and that such privileges be revoked at any such times as the Board concludes there is unreasonable usage.

Bulletin Boards

The Union shall have the common use of a bulletin board designated by the Board in each building.

Mail

The Union may send mail related to Union business to Local Union representatives at District facilities to which mail is delivered. Such mail shall not be read by other than the addressee.

Bargaining Unit Work/Supervisors/Use of Contractors

Recommendation – I recommend the following provisions:

Section 1 – Contracting/Assigning Work

The District may contract/assign a unit (i.e. custodial, maintenance, secretarial, etc.) of bargaining unit work for legitimate operation reasons resulting in reasonable cost savings or improved delivery of service or where there are insufficient numbers of available employees on layoff on the applicable recall list that can perform the required work.

Section 2 – Notification

The District shall provide the Union with no less than thirty (30) days advanced notice of a proposed contract/assignment of a unit of bargaining unit work. Such written notice shall state the length, purpose, rationale, and estimated cost of the intended contract.

Section 3 – Meet and Discuss

Prior to the award of any proposed contract/assignment, the Union shall be allotted fifteen (15) days from the date of the notice, in which to comment and/or meet and discuss with the District with respect to the contract in question. The District shall provide cost information with respect to the contract in questions at the request of the Union. The purpose of the meeting shall be to explore alternatives to the proposed contract, the Union must provide specific information on how the work can be accomplished with existing personnel and provide for a reasonable cost savings or improved delivery of service.

Section 4 – Non-Bargaining Unit Employees

This Agreement will not be construed so as to prevent other non-bargaining unit employees and supervisors from performing bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the District or to maintain the Districts standard of service.

Entire Agreement

Recommendation – I recommend the following provision:

This written Agreement constitutes the entire Agreement between the District and the Union and supersedes and replaces any and all past practices, obligations and agreements, whether written or oral, or expressed or implied between or concerning the parties. Any amendment, modification or addition must be reduced to writing and duly executed by the parties to be effective.

Wages

Recommendation – I recommend the following provisions:

All bargaining unit members covered by this Agreement are paid an hourly wage. The hourly wages for each of the Agreement for each bargaining unit member employed as of the date of ratification are established according to the following:

2012-2013:	No increase.
2013-2014:	An hourly wage increase of 2.5%.
2014-2015:	An hourly wage increase of 2.5%.

The District shall establish the starting rate for new hires. All new hires shall be entitled to the applicable wage increases set forth above beginning the school year that follows the school year in which they were hired.

Call Time

Recommendation – I recommend the following provision:

Any employee who is called in to the workplace outside his/her regular schedule, and who presents himself or herself for work shall be paid at the appropriate rate (i.e. straight time or overtime) for all hours worked or a minimum of two (2) hours, whichever is greater. An employee called into the workplace outside his or her regular schedule shall be permitted to leave work immediately upon completion of the specific task giving rise to the call-in.

Discipline and Discharge

Recommendation – I recommend the following provision:

No bargaining unit member shall be disciplined or discharged without just cause.

SUMMARY

I believe the recommendations above represent a reasonable, acceptable compromise to the outstanding issues. I direct the parties' attention to my cover letter which outlines their responsibilities to notify the PLRB of their acceptance or rejection of this Recommendation.

Dated: April 29, 2013
State College, Pennsylvania

Robert C. Gifford

TENTATIVE AGREEMENTS

between

BENTON AREA SCHOOL DISTRICT

and

AFSCME DC 86

1. ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for all classifications of Employees encompassed in the units certified by the Pennsylvania Labor Relations Board at Case Numbers: PERA-R-11-261-E and PERA-R-11-262-E.

2. ARTICLE 2 - MANAGEMENT RIGHTS

Except as modified by this or any other applicable agreement with the Union, the Employer possesses the right to manage all operations, including the direction of the work force, and the right to plan, direct, and control the organizational structure, the operation of all Employer equipment and property, the functions and programs of the Employer, standards of service, and the overall budget.

3. ARTICLE 4 - PAY PERIODS

Paychecks will be issued on a bi-weekly basis in accordance with the payroll cycle established by the District. Direct deposit of paychecks shall be required for all bargaining unit members. The District will provide notice in writing to the Union prior to changing the payroll cycle.

4. ARTICLE 5 - MILEAGE REIMBURSEMENT

Section A. Any member of the bargaining unit who is directed to use his or her personal vehicle for school related travel shall be reimbursed for all approved mileage at the rate approved by the Internal Revenue Service "IRS" for business expense deductions. Changes in reimbursement shall be effective on January first (1st) following an IRS announcement.

5. ARTICLE 9 - BEREAVEMENT LEAVE

Section A. Whenever a bargaining unit member shall be absent from duty because of death in the immediate family, there shall be no deduction in wages of for an absence not in excess of three (3) school days. The leave must be completed within 7 days of the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandchild, parent-in-law, step-family member as defined in Section C, or near relative who resides in the same household at the time of death.

Section B. Whenever a bargaining unit member is absent because of the death of a near relative, there shall be no deduction in the wages of the Employee for absence on the day of the funeral. A near relative shall be defined as a first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step-family member as defined in Section C.

Section C. Step-family member shall be defined as stepfather, stepmother, stepbrother, stepsister, stepson and stepdaughter.

6. ARTICLE 16 - NO STRIKE-NO LOCKOUT AGREEMENT

Section A. There shall be no strike, as that term is defined under Act 88, during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

Section B. The District will not engage in any lockout of bargaining unit members during the term of this Agreement.

7. ARTICLE 17 - CONTRACT INTERPRETATION

This Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

8. ARTICLE 18 - SEPARABILITY CLAUSE

In the event any provision of this Agreement is found to be inconsistent with any statute or law, the provisions of such statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court of any administrative agency having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

9. ARTICLE 19 - WAIVERS

The Board and the Union acknowledge that this Agreement represents the results of collective negotiations between the parties conducted in accordance with the provisions of the Act 195 and Act 88 and constitutes the entire Agreement between the parties for the duration of the life of this Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted herefrom and irrespective of whether the subject was mentioned or discussed during the negotiations preceding the execution of this Agreement, except as otherwise agreed by the parties in writing.

10. ARTICLE 25 - TERM OF AGREEMENT

This agreement shall take effect upon ratification and shall remain in full force and effect until June 30, 2015 unless otherwise explicitly agreed.