AGREEMENT

BETWEEN

NORTHERN CAMBRIA EDUCATION SUPPORT PROFESSIONALS

AND

NORTHERN CAMBRIA SCHOOL DISTRICT

JULY 1, 2018 THROUGH JUNE 30, 2023
# Table of Contents

PREAMBLE ........................................................................................................... 1  

ARTICLE I - RECOGNITION .............................................................................. 1  
   SECTION 1: EXCLUSIVE REPRESENTATIVE .................................................. 1  
   SECTION 2: UNIT DESCRIPTION .................................................................... 1  
   SECTION 3: NEW CLASSIFICATIONS ............................................................... 2  

ARTICLE II - WAIVER ....................................................................................... 2  

ARTICLE III – MANAGEMENT RIGHTS ............................................................. 2  

ARTICLE IV – NO STRIKE/NO LOCKOUT ......................................................... 3  
   SECTION 1: NO STRIKE ................................................................................ 3  
   SECTION 2: NO LOCKOUT ............................................................................ 3  

ARTICLE V – GRIEVANCE PROCEDURE .......................................................... 3  
   SECTION 1: DEFINITION – DAYS ................................................................. 3  
   SECTION 2: PURPOSE .................................................................................. 3  
   SECTION 3: PROCEDURE .............................................................................. 3  
   SECTION 4: RIGHT TO REPRESENTATION .................................................. 5  
   SECTION 5: MISCELLANEOUS ..................................................................... 5  

ARTICLE VI – ASSOCIATION RIGHTS ............................................................... 5  
   SECTION 1: DUES DEDUCTION ................................................................... 5  
   SECTION 2: MAINTENANCE OF MEMBERSHIP ........................................... 6  

ARTICLE VII – EMPLOYEE RIGHTS ................................................................. 6  
   SECTION 1: REQUIRED MEETINGS AND HEARINGS .................................. 6  
   SECTION 2: PERSONNEL FILE .................................................................... 6  
   SECTION 3: JUST CAUSE .............................................................................. 7  
   SECTION 4: SAVINGS CLAUSE ................................................................... 7  

ARTICLE VIII – JOB SECURITY/PROBATIONARY PERIOD/JOB PROGRESSION .... 7  
   SECTION 1: SENIORITY ............................................................................... 7  
   SECTION 2: PROBATIONARY PERIOD ........................................................... 8  
   SECTION 3: VACANCIES AND TRANSFERS ............................................... 8  
   SECTION 4: LAYOFF AND RECALL .............................................................. 9  

ARTICLE IX – HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT .... 10  
   SECTION 1: HOURS OF WORK .................................................................... 10  
   SECTION 2: WORK SCHEDULE .................................................................... 12  
   SECTION 3: OVERTIME ............................................................................... 12  
   SECTION 4: WEEKEND WORK ..................................................................... 13  
   SECTION 5: LUNCH PERIOD ....................................................................... 13  
   SECTION 6: BREAK PERIOD ...................................................................... 13  
   SECTION 7: MAKE-UP TIME ..................................................................... 13  
   SECTION 8: UNIFORMS .............................................................................. 14  
   SECTION 9: BARGAINING UNIT WORK ...................................................... 14  
   SECTION 10: SUBSTITUTIONS .................................................................... 14  
   SECTION 11: EARLY DISMISSAL ................................................................. 15  
   SECTION 12: ACTIVITY PASSES ................................................................. 15
PREAMBLE

The general purpose of this Agreement is to promote the mutual interest of the Employer and its employees, to provide for the efficient operation of the District’s business under methods which will be fair to both Employer and employees, be within the economic resources of the District, and avoid unnecessary interruption of services.

Parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. It is agreed by all parties that providing a high quality education to the children of the Northern Cambria School District, as well as fair, just, and equitable treatment to its employees is the aim of this school district. The Board, the administrative staff, and the Association employees have a definite responsibility to establish a positive working relationship that will be conducive to the implementation of such services and treatment.

Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party. In consideration of the following mutual covenants, it is hereby agreed that the following:

ARTICLE I
RECOGNITION

SECTION 1: EXCLUSIVE REPRESENTATIVE

The Northern Cambria Board of School Directors, hereinafter, Employer, hereby recognizes the Northern Cambria Education Support Professionals, ESPA/PSEA/NEA, hereinafter, Association, as the exclusive representative for all full-time and regular part-time employees in the bargaining unit certified by the Pennsylvania Labor Relations Board, PERA-R-858-W, (PERA-U-9261-W), (PERA-U-89-584-W), and amendments thereto, for the purpose of collective bargaining on all matters with respect to wages, hours, and other terms and conditions of employment.

SECTION 2: UNIT DESCRIPTION

The bargaining unit for which the Employer recognizes the Association as the exclusive representative with respect to wages, hours, and other terms and conditions of employment shall be a unit comprised of all full-time and regular part-time custodial staff, cafeteria employees, teacher aides, secretarial-clerical staff, and
housekeepers, excluding professional employees, supervisors, first-level supervisors and confidential employees as defined in the Act.

**SECTION 3: NEW CLASSIFICATIONS.**

New employee classifications created during the term of this Agreement shall be construed to be included among the employee classifications above specified just as though and as if such newly created classifications were expressly included on the execution date of this Agreement.

**ARTICLE II**

**WAIVER**

The parties agree that no additional negotiations on this Agreement will be conducted on any item, contained herein, during the life of this Agreement unless agreed to mutually in writing.

**ARTICLE III**

**MANAGEMENT RIGHTS**

**SECTION 1:**

It is understood and agreed that the Employer, in its sole discretion, possesses the right, in accordance with applicable law, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the Employer, except as modified by the Agreement.

**SECTION 2:**

Matters of inherent managerial policy are reserved exclusively to the Employer. These include such areas of discretion or policy as the functions and programs of the District, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel, except as modified by this Agreement.

**SECTION 3:**

All actions taken as a result of the implementation of the rights of this Article shall be with the approval of the School Board.
ARTICLE IV
NO STRIKE/NO LOCKOUT

SECTION 1: No Strike
It is understood and agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act Number 195 by the employees covered herein during the term of this Agreement or any extension thereof.

SECTION 2: No Lockout
The Employer will not conduct or cause to be conducted a lockout during the life of this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE

SECTION 1: Definition – Days
For the purpose of implementing the grievance procedure, days shall mean weekdays, Monday through Friday, and shall exclude Saturdays, Sundays, and holidays or any day school is not in session due to a weather emergency or some other temporary closing.

SECTION 2: Purpose.
The parties to this Agreement agree that an orderly and expeditious resolution of grievance(s) shall provide for a four (4) step process which is described in the following paragraphs and the form attached hereto. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

SECTION 3: Procedure
A. Step 1 – Immediate Supervisor
  1. Informal Conference. The grievant shall first discuss the incident involving the alleged grievance with his immediate supervisor within fifteen (15) days of the event which gives rise to the grievance, in an attempt to try to resolve the matter informally.
2. **Formal Presentation.** The person or persons initiating the alleged grievance shall present the grievance in writing and on a form provided by the Association to the immediate supervisor within five (5) workdays after the informal conference. The immediate supervisor involved shall reply to the grievance within five (5) workdays after written presentation of the grievance.

B. **Step 2 – Superintendent**  
If action in Step 1 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the superintendent within five (5) workdays of the response at Step 1. The superintendent shall respond within five (5) workdays after receipt of the grievance.

C. **Step 3 – Board of Education**  
If action in Step 2 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Board of Education within five (5) workdays of the response to Step 2. The Board of Education will be required to consider the grievance at its next regularly scheduled voting School Board meeting after receipt of the grievance. The Board of School Directors shall respond within five (5) workdays following the meeting.

D. **Step 4 – Binding Arbitration**  
If the Association is not satisfied with the disposition of a grievance at Step 3, the Association may appeal to arbitration. A request for arbitration may be initiated by the Association serving upon the District a notice, in writing, of an intent to proceed to arbitration within ten (10) days after a decision at Step 3 is due. Upon receipt of a notice requesting arbitration, the parties shall attempt to select an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the Bureau of Mediation of their inability to do so. Pursuant to Section 903 of Act 195, the Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternately strike one name until one (1) name remains. The individual remaining shall be the arbitrator. The Arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding.
SECTION 4: RIGHT TO REPRESENTATION

A. **Conference.** A conference shall be arranged when requested by either party at each step.

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

SECTION 5: MISCELLANEOUS

A. **Association Grievance.** An Association grievance shall begin at Step 1 and shall be signed by the person or persons involved in the alleged grievance.

B. **Separate File.** A separate file shall be kept for grievances. No grievance shall be placed in an employee's personnel file.

C. **Written Decisions.** All replies to grievances shall be in writing and either on the approved grievance form, or attached to said form.

D. **Forms.** A copy of the grievance form shall be attached to the Agreement as Appendix "A".

E. If the District fails to adhere to the time limitations at any step in the grievance procedure and no written extension of time is mutually agreed upon, the grievant may proceed to the next step.

ARTICLE VI
ASSOCIATION RIGHTS

SECTION 1:

A. **Dues Deduction**

The school district, upon receipt of signed authorization by the employee, shall provide for payroll deductions for nonprofessional dues in the amount designated; monies from said deduction shall be paid to proper agency. Nonprofessional dues shall be interpreted to mean dues charged by the Northern Cambria Education Support Professionals, the Education Support Professionals of Pennsylvania and the National Education Association ESP.
B. Hold Harmless.

The Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under Section 1 of this Article.

SECTION 2: MAINTENANCE OF MEMBERSHIP

The Board agrees that all employees who are presently members of the Association shall be subject to the “Maintenance of Membership” provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195. Any employee may resign from the Association during a period of fifteen (15) days prior to the expiration date of this Agreement. The Association agrees to extend to all nonmembers the opportunity to join the Association.

ARTICLE VII

EMPLOYEE RIGHTS

SECTION 1: REQUIRED MEETINGS AND HEARINGS

Whenever any employee is required to meet with any Employer representative concerning any matter which could adversely affect the employee’s status, the employee shall be given reasonable notice prior to the meeting and shall be entitled to have present a representative of the Association. This section shall not apply to everyday work situations involving the employee and his/her immediate supervisor.

SECTION 2: PERSONNEL FILE

A. No material derogatory to an employee’s conduct, service, character, or personality shall be placed in his personnel file unless the employee has received a copy and has had an opportunity to review the material. The employee shall have the right to submit a written answer to such material and attach it to the file copy. Said answer shall be filed within twenty (20) calendar days of receipt of the material that has been placed in the personnel file.

B. Employees shall have the right, upon request, to review the contents of their personnel file and to receive copies of any documents contained therein. Employees requesting such review shall provide
reasonable notice to the central administration within twenty-four (24) hours and shall pay the Employer the cost for reproducing file documents required. Review shall not be made on the employee’s scheduled work time. Said employees shall be entitled to have a representative of the Association accompany them during such review.

C. Employees shall have the right to submit a written commentary to any material placed in the file and such written comment shall be attached to the item in the file. No unsigned or improperly identified item shall be placed in an employee’s file. Said answer shall be filed within twenty (20) calendar days of receipt of the material that has been placed in the personnel file.

D. The examination of an employee’s file shall be limited to qualified supervisory personnel.

SECTION 3: JUST CAUSE

No member of the bargaining unit shall be discharged/disciplined without just cause. The District reserves the right to suspend an employee with pay in order to have time to investigate allegations of wrong doing.

SECTION 4: SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as may exist under the Public School Code of 1949, as amended or other applicable laws and regulations.

ARTICLE VIII
JOB SECURITY/PROBATIONARY PERIOD JOB PROGRESSION

SECTION 1: SENIORITY

A. Definition. Seniority as used herein shall refer to the length of continuous service with the Northern Cambria School District and its predecessors. Length of continuous service shall be computed from the first day on the bargaining unit job, subject, however, to the provisions of subsection “B”.
B. **Breaks.** An employee’s continuous service is considered broken and his rights to seniority shall cease with:

1. voluntary termination of his employment
2. discharge
3. retirement
4. layoffs in excess of twenty-four (24) months
5. failure to return to work within a period of two (2) weeks when recalled after a layoff.

The employee shall begin as a new employee of the District when his continuous service has been broken by any of the above causes and is hired again.

**SECTION 2: PROBATIONARY PERIOD.**

A. New employees who are hired to fill a permanent vacancy shall be regarded as probationary employees for the first ninety (90) workdays; or seven hundred, twenty (720) hours, of their employment, whichever is less, and shall not be entitled to seniority during that period. New employees may use the grievance and arbitration procedure during the probation period, except in the case of termination. Such new employees may be terminated by the District at its discretion at any time prior to the expiration of said probationary period. When the probationary period has been completed, the seniority of such employees, if retained, shall be effective as of their date of hire.

B. Probationary employees, after the first of the month following thirty (30) workdays, shall be eligible to receive all rights and benefits of the Agreement except that they may be terminated by the District at its discretion during the extended period as provided in subsection “A” above.

**SECTION 3: VACANCIES AND TRANSFERS.**

A. **Postings.** When a vacancy or new position occurs within the bargaining unit and the District intends to fill such vacancy, the Employer shall post notice of such vacancy in mutually agreed upon locations within each building and at each time clock for a period of ten (10) consecutive days. The notice will state what qualifications are required, how the application is to be made, and when the position begins.
B. **Filling of Vacancies.** Vacancies will be filled within ninety (90) calendar days of the occurrence of the vacancy or the creation of the new position. Employees who wish to apply for the vacancy shall file their application within the prescribed time limit. Positions will be awarded on the basis of seniority and provided that the employee has the skill, ability, and qualifications to perform the work available without further training in accordance with the Employer’s requirements:

First - applicants from within the posted classification, including persons on layoff  
Second – other qualified applicants from within the bargaining unit, including persons on layoff  
Third – qualified substitute employees and new applicants. A “vacancy” shall be defined as an unfilled position created as the result of a death, resignation or discharge of the employee formerly filling the position and/or a newly created position which the Board wants to fill.

**Section 4: Layoff and Recall**

A. **Layoff.**

1. In the event it is necessary to reduce the work force, the employee with the least seniority within the job classification affected shall be laid-off first and subsequent layoffs shall be in the inverse order of seniority within the affected job classification.

2. If an employee has been laid off or bumped, said employee shall have the right to bump, within five (5) workdays, any less senior employee in that classification. If the employee cannot bump within that classification, he may bump any less senior employee within the bargaining unit provided that the employee has the skill, ability, and qualifications to perform the work available without further training in accordance with the District’s requirements. This privilege is limited to one “bump” for each employee for each layoff. Classification of employees will be cafeteria, custodial, floater custodian, secretaries, teacher aides, and housekeepers.

3. In the event that federal funds are reduced or eliminated or if the priorities of the programs established are changed, the Employer may terminate the position(s) that were created as a direct result of such funds or programs.

B. **Recall.** Recall would be in inverse order of layoff, with the most senior employee on layoff being recalled first. Recalls shall be within classification first and then within the remainder of the bargaining unit, providing the employee is capable of performing the work.
ARTICLE IX
HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 1: HOURS OF WORK

A. Workweek.

1. The workweek for bargaining unit members shall be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secretaries</td>
<td>40 hours</td>
</tr>
<tr>
<td>Custodians</td>
<td>Minimum 25 hours</td>
</tr>
<tr>
<td>Floater Custodian</td>
<td>35-40 hours</td>
</tr>
<tr>
<td>Weekend Worker</td>
<td>Up to 30 hours as determined by District</td>
</tr>
<tr>
<td>Cafeteria workers (full-time)</td>
<td>Minimum 30 hours</td>
</tr>
<tr>
<td>Cafeteria workers (part-time)</td>
<td>17.5 - 25 hours</td>
</tr>
<tr>
<td>Aides (full-time)</td>
<td>Minimum 30 hours</td>
</tr>
<tr>
<td>Aides (part-time 5 hours per day)</td>
<td>17.5 - 25 hours</td>
</tr>
<tr>
<td>Housekeepers</td>
<td>17.5 - 25 hours</td>
</tr>
</tbody>
</table>

2. The workweek shall be five (5) consecutive days and each day shall be consecutive hours unless otherwise mutually agreed.

3. Hours or work for teacher aides shall not be interpreted to be guaranteed working time for employees working under federal and/or state grants which are based on annual funding allocations and local education agency determined program priorities. If program reductions are necessary the District will consult with, and gain input from, affected employees prior to implementing modifications.

4. There shall be a maximum of three (3) floater custodians employed by the District.

B. Work Year.

1. The work year for bargaining unit members shall be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Days/Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secretaries</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Custodians</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Floater Custodians</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Weekend Worker</td>
<td>As determined by District</td>
</tr>
<tr>
<td>Cafeteria Workers (full-time)</td>
<td>180 days</td>
</tr>
<tr>
<td>Cafeteria Workers (part-time)</td>
<td>180 days</td>
</tr>
<tr>
<td>Aides (full-time)</td>
<td>180 days</td>
</tr>
<tr>
<td>Aides (part-time)</td>
<td>180 days</td>
</tr>
<tr>
<td>Housekeepers</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>
2. The work year as recorded above shall not be interpreted to be guaranteed working time, but it is to be interpreted to mean the work year under normal operating conditions.

3. Reasons for suspension of normal school operation would include inclement weather, conditions resulting from federal or state regulatory laws, economic conditions, and emergencies not under control of the Employer.

4. If, in the opinion of the Employer, a building or buildings are uninhabitable for students and/or faculty, said building or buildings shall be declared uninhabitable for support personnel also. No employee shall suffer any loss in pay because of the above conditions.

5. The work year for cafeteria personnel may be extended by the superintendent for two (2) days for preparation and cleanup purposes if this is necessary.

6. If a bargaining unit member is asked to do any substitute work, if work is available, they would get their hourly rate of pay. This work shall be assigned based on seniority.
   a) Custodians who are currently employed to work forty (40) hours per week will not be reduced to thirty-five (35) hours per week.
   b) Pay for Call Out Custodians called into work outside of their regular shift schedule for a specific call out assignment or building check shall be paid at the appropriate rate for the hours worked or a minimum of two (2) hours’ pay at the employee’s regular straight time hourly rate. Call out time begins when the employee reports to his/her assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call out time is completed or at the end of the two (2) hour period, whichever is greater, unless the employee’s scheduled work shift has or is about to commence. There shall be no duplication of hours or pay.

7. Heating Season Weekend Workers may be assigned the following tasks:
   1. Taking care of the furnaces, keeping the furnace room clean, taking out the ashes
   2. Light cleaning and sweeping
   3. Cleaning light shades
   4. Shoveling and salting sidewalks when needed
   5. Cleaning windows
   6. Scrubbing carpets
SECTION 2: WORK SCHEDULE

A. The Employer maintains the sole right to determine work schedules within the parameter of this Agreement.

B. **Shifts** The first shift shall be one that has a starting time between the hours of 6:00 a.m. and 10:00 a.m. The second shift shall be one that has a starting time between the hours of 2:00 p.m. and 6:00 p.m. The third shift shall be one that has a starting time between 10:00 p.m. and 2:00 a.m. An employee shall receive twenty-four (24) hours-notice before his/her normal shift starting time may be changed. Senior employees shall be given the first right of shift selection within classification provided the employee possesses the qualifications needed to perform the work without further training. Said qualifications are to be included on the posting for the position.

SECTION 3: OVERTIME

A. **Distribution** Seniority and capability within classification shall be used to distribute overtime, with the most senior capable employee having first opportunity to work the overtime, except in emergency situations. This will be accomplished on a rotation basis, in that the most senior member will be given first opportunity for overtime. If he/she refuses, the opportunity goes to the next senior member. Once a member has been offered overtime, (whether he/she accepts or rejects) he/she will not be eligible again until each less senior member of the classification has had opportunity to select an overtime occasion. Overtime work will be allowed only when authorized by the employee’s immediate supervisor and/or administrator.

B. **Rate**

1. Any employee who works beyond their regularly assigned hours, but less than forty (40) hours per week, will be compensated for such additional hours at their regular rate of pay.

2. Any employee who works beyond forty (40) hours per week will be compensated for such additional hours at one and one-half (1-1/2) times their regular hourly rate.

3. Any employee may elect to receive compensatory time, at the rates specified in 1 and 2 above, in lieu of wages, under the provision that the employee does not accumulate more than one and one-half (1-1/2) day total at any given time. Furthermore, the employee will not be allowed any carry-over time from one fiscal year to the next.
C. **Cafeteria** Special assignments for food service department employees which fall outside of the normal workday shall not conflict with, but shall be in addition to, the regular schedule.

**SECTION 4: WEEKEND WORK**
Custodial and maintenance personnel shall work five (5) consecutive days during the period Sunday through Saturday. Employees required to work weekends shall be compensated as follows:

- **Saturdays:** Time and one-half (1-1/2) their regular rate of pay for each hour worked.
- **Sundays:** Double (2) times their regular rate of pay for each hour worked.

NOTE: This provision does not apply to Weekend Worker or Floater Custodian position.

**SECTION 5: LUNCH PERIOD**
All employees who are regularly scheduled to work more than five (5) hours a day shall be provided a one-half (1/2) hour lunch period as part of the workday provided the employee works at least five (5) hours of the shift. Administrators will establish schedules for lunch periods so that the operation of the school will not be affected adversely. Employees shall be permitted to leave the school grounds during their lunch period under the provision that any accidents, incidents, or other situations that the employee may be involved with during this lunch period, would exempt and hold harmless the District of all liabilities, compensation, or damages. Employees who are tardy or who abuse this privilege will have it revoked for one (1) calendar year from the date of the infraction.

**SECTION 6: BREAK PERIOD**
Each employee shall be provided one (1) fifteen (15) minute break per day. Said breaks shall be taken at times agreed upon by the employee and immediate supervisor to allow for the least disruptive operation of services.

**SECTION 7: MAKE-UP TIME**
Any employee who is late for work, no more than three times per year, due to circumstances beyond their control shall be permitted to make-up the time during that workday, up to a maximum of forty-five (45) minutes per day and provided further that such time shall not mandate an overtime pay rate.
SECTION 8: UNIFORMS

If the School Board requires any employee to wear a uniform or other specific wearing apparel, said uniform or other apparel shall be provided at no cost to the employees.

SECTION 9: BARGAINING UNIT WORK

A. The Employer will not be permitted to utilize any adults hired under any special district, local, county, regional, state, or federal programs including but not limited to CWEP, NORCAM, etc.

B. The Employer will be permitted to utilize high school students during the school year provided that:
   1. no bargaining unit members are on layoff
   2. no bargaining unit members will be reduced in hours as a result of the use of such students
   3. no bargaining unit member will be required to supervise the work of any such students. Instead, the students will be under the direct supervision of the immediate supervisor of the department to which the students may be assigned.

C. The Employer shall be permitted to use adults on a voluntary basis for instructional purposes during the school year under the same conditions as B above.

D. During the summer months of June, July, and August, the Employer will be permitted to utilize high school or college students under the same provisions specified in B above.

SECTION 10: SUBSTITUTIONS

A. Cafeteria Substitutions When a full-time cafeteria worker is temporarily absent from work for five (5) consecutive days or more, a part-time cafeteria worker will be assigned, based on seniority rotation, to the full-time cafeteria worker’s position until the full-time worker returns. A substitute will then be called for the part-time cafeteria worker’s position. After ninety (90) workdays of such continuous substitution, the full-time cafeteria worker’s position will be posted as a temporary position and filled according to Article VIII, Section 3. When the full-time worker returns, all employees will return to their prior positions.

B. Aide Substitutions When a full-time aide is temporarily absent from work for five (5) consecutive days or more, a part-time aide will be assigned, based on seniority rotation, to the full-time aide’s position until the full-time aide returns. A substitute will then be called for the part-time aide’s position. After ninety (90) workdays of such continuous substitution, the full-time aide’s position will be posted as a
temporary position and filled according to Article VIII, Section 3. When the full-time aide returns, all employees will return to their prior positions.

In the case of special classes or students requiring special services or needs, the District specifically reserves the right to decline a bid or transfer request based on the operational and/or educational program needs of the District and/or the student.

**SECTION 11: EARLY DISMISSAL**

The following provisions apply on the day preceding the beginning of Thanksgiving, Christmas, and Easter vacations, unless emergency situations would require employees to continue their shift. All employees except cafeteria workers will have their work shift end one and one half (1.5) hours early, without loss of pay. Cafeteria workers will have their work shift end when they have completed their duties and have clocked out, and will be paid one and one half (1.5) hours extra pay in addition to their earned pay. Examples of such emergencies would include but not be limited to snow removal, severe maintenance problems, or conditions beyond the administrator’s control.

**Make Up Time for Aides:** Bargaining unit members in the classification of “aides” shall be permitted to make up time lost due to delays or early dismissals caused by weather or other emergencies during the current or the following pay period. To the extent that the time is made up within two (2) weeks of the delay/early dismissal, the employees in this classification shall not have their pay docked or otherwise reduced as a result of same. The employee must notify their supervisor and secure their concurrence as to how and when this time can be made up.

**SECTION 12: ACTIVITY PASSES.**

Each employee shall be issued a pass valid for free admission to any school-sponsored activity. This pass will be nontransferable.

**SECTION 13: TEMPORARY PERSONNEL**

A. The District may utilize temporary personnel in the secretarial and custodial classifications on a short-term basis for special projects. A short-term basis is defined as a special project not to exceed fifteen (15) workdays. No more than one temporary employee in each classification, in each building, shall be
utilized by the District at any one time. If such special project(s) is expected to exceed the fifteen (15) day limit, the District shall contact the Association with respect to extending the fifteen (15) day limit and shall need Association concurrence to do so. These special projects shall not include the normal duties currently performed by secretaries or custodians. No full-time secretary or custodian shall be reduced in hours or compensation by virtue of the District’s utilization of a temporary employee. The compensation for temporary employees shall be the existing minimum wage.

B. The cafeteria supervisor is permitted to use temporary help, if needed, provided that no bargaining unit member is reduced in hours or is laid-off.

Section 14: Clothing Allowance: Employees will receive a clothing allowance of Forty Dollars ($40.00) annually to be paid by the second pay period in October.

**ARTICLE X**  
**SALARIES**

<table>
<thead>
<tr>
<th>CAFETERIA</th>
<th>Hours</th>
<th>17-18</th>
<th>18-19</th>
<th>19-20</th>
<th>20-21</th>
<th>21-22</th>
<th>22-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>BACHO, JOAN -</td>
<td>3.5</td>
<td>$11.80</td>
<td>$12.30</td>
<td>$12.80</td>
<td>$13.25</td>
<td>$13.65</td>
<td>$14.05</td>
</tr>
<tr>
<td>BARNOSKY, JANET</td>
<td>5</td>
<td>$12.30</td>
<td>$12.80</td>
<td>$13.30</td>
<td>$13.75</td>
<td>$14.15</td>
<td>$14.55</td>
</tr>
<tr>
<td>BARRETT, VIOLET</td>
<td>5</td>
<td>$12.30</td>
<td>$12.80</td>
<td>$13.30</td>
<td>$13.75</td>
<td>$14.15</td>
<td>$14.55</td>
</tr>
<tr>
<td>HOLTZ, KIM</td>
<td>3.5</td>
<td>$8.60</td>
<td>$9.50</td>
<td>$10.00</td>
<td>$10.45</td>
<td>$10.85</td>
<td>$11.25</td>
</tr>
<tr>
<td>MILLER, LAUREN</td>
<td>5</td>
<td>$13.40</td>
<td>$13.90</td>
<td>$14.40</td>
<td>$14.85</td>
<td>$15.25</td>
<td>$15.65</td>
</tr>
<tr>
<td>MILLER, PATTY</td>
<td>5</td>
<td>$12.50</td>
<td>$13.00</td>
<td>$13.50</td>
<td>$13.95</td>
<td>$14.35</td>
<td>$14.75</td>
</tr>
<tr>
<td>PENKSA, MICHELLE</td>
<td>5</td>
<td>$12.30</td>
<td>$12.80</td>
<td>$13.30</td>
<td>$13.75</td>
<td>$14.15</td>
<td>$14.55</td>
</tr>
<tr>
<td>PENKSA, TAMMY</td>
<td>5</td>
<td>$12.30</td>
<td>$12.80</td>
<td>$13.30</td>
<td>$13.75</td>
<td>$14.15</td>
<td>$14.55</td>
</tr>
<tr>
<td>PETRISKO, KATHY (Head Cook)*</td>
<td>7</td>
<td>$16.95</td>
<td>$17.55</td>
<td>$18.15</td>
<td>$18.70</td>
<td>$19.20</td>
<td>$19.70</td>
</tr>
<tr>
<td>PHILLIPS, NELITA</td>
<td>3.5</td>
<td>$8.60</td>
<td>$9.50</td>
<td>$10.00</td>
<td>$10.45</td>
<td>$10.85</td>
<td>$11.25</td>
</tr>
<tr>
<td>RAJNIH, CHELSEY</td>
<td>3.5</td>
<td>$9.00</td>
<td>$9.50</td>
<td>$9.95</td>
<td>$10.35</td>
<td>$10.75</td>
<td></td>
</tr>
<tr>
<td>SMARSH, VICKI</td>
<td>5</td>
<td>$12.30</td>
<td>$12.80</td>
<td>$13.30</td>
<td>$13.75</td>
<td>$14.15</td>
<td>$14.55</td>
</tr>
<tr>
<td>SODMONT, MICHELLE</td>
<td>5</td>
<td>$13.40</td>
<td>$13.90</td>
<td>$14.40</td>
<td>$14.85</td>
<td>$15.25</td>
<td>$15.65</td>
</tr>
<tr>
<td>SPRINKLE, CHARYL</td>
<td>3.5</td>
<td>$9.80</td>
<td>$10.30</td>
<td>$10.80</td>
<td>$11.25</td>
<td>$11.65</td>
<td>$12.05</td>
</tr>
<tr>
<td>SWANGER, CAROLYN</td>
<td>3.5</td>
<td>$8.60</td>
<td>$9.50</td>
<td>$10.00</td>
<td>$10.45</td>
<td>$10.85</td>
<td>$11.25</td>
</tr>
<tr>
<td>WHOLAVER, SHEILA</td>
<td>3.5</td>
<td>$11.00</td>
<td>$11.50</td>
<td>$12.00</td>
<td>$12.45</td>
<td>$12.85</td>
<td>$13.25</td>
</tr>
<tr>
<td>WIEWORA, YVONNE</td>
<td>7</td>
<td>$19.85</td>
<td>$20.35</td>
<td>$20.85</td>
<td>$21.30</td>
<td>$21.70</td>
<td>$22.10</td>
</tr>
</tbody>
</table>

*Includes $0.10 per hour as per Section 2B below.
<table>
<thead>
<tr>
<th>TEACHER AIDES</th>
<th>Hours</th>
<th>17-18</th>
<th>18-19</th>
<th>19-20</th>
<th>20-21</th>
<th>21-22</th>
<th>22-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>BENAMATTI, BRIGETTE</td>
<td>5</td>
<td>$13.40</td>
<td>$13.90</td>
<td>$14.40</td>
<td>$14.85</td>
<td>$15.25</td>
<td>$15.65</td>
</tr>
<tr>
<td>BUTTERWORTH, MALERIE</td>
<td>5</td>
<td>$16.75</td>
<td>$17.75</td>
<td>$17.75</td>
<td>$18.20</td>
<td>$18.60</td>
<td>$19.00</td>
</tr>
<tr>
<td>CHRISTOFF, CLARISSE</td>
<td>5</td>
<td>$10.30</td>
<td>$10.80</td>
<td>$11.30</td>
<td>$11.75</td>
<td>$12.15</td>
<td>$12.55</td>
</tr>
<tr>
<td>DUNCHUCK, BRENDA</td>
<td>5</td>
<td>$16.10</td>
<td>$16.60</td>
<td>$17.10</td>
<td>$17.55</td>
<td>$17.95</td>
<td>$18.35</td>
</tr>
<tr>
<td>EAGLER, SANDRA</td>
<td>5</td>
<td>$10.30</td>
<td>$10.80</td>
<td>$11.30</td>
<td>$11.75</td>
<td>$12.15</td>
<td>$12.55</td>
</tr>
<tr>
<td>FALDUTO, BRANDY</td>
<td>5</td>
<td>$10.30</td>
<td>$10.80</td>
<td>$11.30</td>
<td>$11.75</td>
<td>$12.15</td>
<td>$12.55</td>
</tr>
<tr>
<td>FRANTZ, DANIELLE</td>
<td>5</td>
<td>$11.45</td>
<td>$11.95</td>
<td>$12.45</td>
<td>$12.90</td>
<td>$13.30</td>
<td>$13.70</td>
</tr>
<tr>
<td>KITCHEN, PAULA</td>
<td>5</td>
<td>$10.30</td>
<td>$10.80</td>
<td>$11.30</td>
<td>$11.75</td>
<td>$12.15</td>
<td>$12.55</td>
</tr>
<tr>
<td>KOLASA, LINDA - 7 HOUR</td>
<td>5</td>
<td>$17.75</td>
<td>$18.25</td>
<td>$18.75</td>
<td>$19.20</td>
<td>$19.60</td>
<td>$20.00</td>
</tr>
<tr>
<td>LAUNI, ERIN</td>
<td>5</td>
<td>$10.95</td>
<td>$11.45</td>
<td>$11.95</td>
<td>$12.40</td>
<td>$12.80</td>
<td>$13.20</td>
</tr>
<tr>
<td>MCGOUGH, PATTY</td>
<td>5</td>
<td>$11.85</td>
<td>$12.35</td>
<td>$12.85</td>
<td>$13.30</td>
<td>$13.70</td>
<td>$14.10</td>
</tr>
<tr>
<td>MYERS, PAM</td>
<td>5</td>
<td>$11.45</td>
<td>$11.95</td>
<td>$12.45</td>
<td>$12.90</td>
<td>$13.30</td>
<td>$13.70</td>
</tr>
<tr>
<td>NELSON, JOANNE</td>
<td>5</td>
<td>$13.80</td>
<td>$14.30</td>
<td>$14.80</td>
<td>$15.25</td>
<td>$15.65</td>
<td>$16.05</td>
</tr>
<tr>
<td>OROZ, THERESA</td>
<td>5</td>
<td>$17.25</td>
<td>$17.75</td>
<td>$18.25</td>
<td>$18.70</td>
<td>$19.10</td>
<td>$19.50</td>
</tr>
<tr>
<td>RAINISH, LORI</td>
<td>5</td>
<td>$12.30</td>
<td>$12.80</td>
<td>$13.30</td>
<td>$13.75</td>
<td>$14.15</td>
<td>$14.55</td>
</tr>
<tr>
<td>RICE, SANDRA</td>
<td>5</td>
<td>$15.65</td>
<td>$16.15</td>
<td>$16.65</td>
<td>$17.10</td>
<td>$17.50</td>
<td>$17.90</td>
</tr>
<tr>
<td>ROCCO, YVONNE</td>
<td>5</td>
<td>$12.50</td>
<td>$13.00</td>
<td>$13.50</td>
<td>$13.95</td>
<td>$14.35</td>
<td>$14.75</td>
</tr>
<tr>
<td>SHAFFER, MALLORY</td>
<td>5</td>
<td>$10.95</td>
<td>$11.45</td>
<td>$11.95</td>
<td>$12.40</td>
<td>$12.80</td>
<td>$13.20</td>
</tr>
<tr>
<td>WEBER, CAROLINE</td>
<td>5</td>
<td>$11.45</td>
<td>$11.95</td>
<td>$12.45</td>
<td>$12.90</td>
<td>$13.30</td>
<td>$13.70</td>
</tr>
<tr>
<td>WEILAND, ANNETTE</td>
<td>5</td>
<td>$16.75</td>
<td>$17.25</td>
<td>$17.75</td>
<td>$18.20</td>
<td>$18.60</td>
<td>$19.00</td>
</tr>
<tr>
<td>WESTOVER, PEGGY</td>
<td>5</td>
<td>$16.75</td>
<td>$17.25</td>
<td>$17.75</td>
<td>$18.20</td>
<td>$18.60</td>
<td>$19.00</td>
</tr>
<tr>
<td>WISE, CATHY</td>
<td>5</td>
<td>$11.45</td>
<td>$11.95</td>
<td>$12.45</td>
<td>$12.90</td>
<td>$13.30</td>
<td>$13.70</td>
</tr>
<tr>
<td>WISE, SHELLY</td>
<td>5</td>
<td>$12.30</td>
<td>$12.80</td>
<td>$13.30</td>
<td>$13.75</td>
<td>$14.15</td>
<td>$14.55</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAINTENANCE</th>
<th>Hours</th>
<th>17-18</th>
<th>18-19</th>
<th>19-20</th>
<th>20-21</th>
<th>21-22</th>
<th>22-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>BACHO, CHARLES</td>
<td>8</td>
<td>$20.05</td>
<td>$20.55</td>
<td>$21.05</td>
<td>$21.50</td>
<td>$21.90</td>
<td>$22.30</td>
</tr>
<tr>
<td>BERNECKY, BRANDY</td>
<td>5</td>
<td>$11.00</td>
<td>$11.50</td>
<td>$12.00</td>
<td>$12.45</td>
<td>$12.85</td>
<td>$13.25</td>
</tr>
<tr>
<td>DOSPOY, JOHN</td>
<td>8</td>
<td>$13.80</td>
<td>$14.30</td>
<td>$14.80</td>
<td>$15.25</td>
<td>$15.65</td>
<td>$16.05</td>
</tr>
<tr>
<td>KNARR, KIRK</td>
<td>8</td>
<td>$16.75</td>
<td>$17.25</td>
<td>$17.75</td>
<td>$18.20</td>
<td>$18.60</td>
<td>$19.00</td>
</tr>
<tr>
<td>LEFFERTS, MARTHA</td>
<td>8</td>
<td>$16.75</td>
<td>$17.25</td>
<td>$17.75</td>
<td>$18.20</td>
<td>$18.60</td>
<td>$19.00</td>
</tr>
<tr>
<td>MCGOUGH, JERRY</td>
<td>5</td>
<td>$8.10</td>
<td>$12.50</td>
<td>$13.00</td>
<td>$13.45</td>
<td>$13.85</td>
<td>$14.25</td>
</tr>
<tr>
<td>MYERS, ELIZABETH</td>
<td>8</td>
<td>$12.30</td>
<td>$12.80</td>
<td>$13.30</td>
<td>$13.75</td>
<td>$14.15</td>
<td>$14.55</td>
</tr>
<tr>
<td>NELSON, SHARON</td>
<td>5</td>
<td>$8.10</td>
<td>$9.00</td>
<td>$9.50</td>
<td>$9.95</td>
<td>$10.35</td>
<td>$10.75</td>
</tr>
<tr>
<td>SOWALLA, MICHAEL</td>
<td>8</td>
<td>$14.45</td>
<td>$14.95</td>
<td>$15.45</td>
<td>$15.90</td>
<td>$16.30</td>
<td>$16.70</td>
</tr>
<tr>
<td>SWARTZ, BRIAN</td>
<td>8</td>
<td>$12.85</td>
<td>$13.35</td>
<td>$13.85</td>
<td>$14.30</td>
<td>$14.70</td>
<td>$15.10</td>
</tr>
<tr>
<td>WININGS, KATHLEEN</td>
<td>8</td>
<td>$16.75</td>
<td>$17.25</td>
<td>$17.75</td>
<td>$18.20</td>
<td>$18.60</td>
<td>$19.00</td>
</tr>
<tr>
<td>SECRETARIES</td>
<td>Hours</td>
<td>17-18</td>
<td>18-19</td>
<td>19-20</td>
<td>20-21</td>
<td>21-22</td>
<td>22-23</td>
</tr>
<tr>
<td>---------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>BEARER, DIANE</td>
<td></td>
<td>$11.95</td>
<td>$12.45</td>
<td>$12.95</td>
<td>$13.40</td>
<td>$13.80</td>
<td>$14.20</td>
</tr>
<tr>
<td>COOVER, SALLY</td>
<td></td>
<td>$13.00</td>
<td>$13.50</td>
<td>$14.00</td>
<td>$14.45</td>
<td>$14.85</td>
<td>$15.25</td>
</tr>
<tr>
<td>DOLANSKY, SHEILA</td>
<td></td>
<td>$12.85</td>
<td>$13.35</td>
<td>$13.85</td>
<td>$14.30</td>
<td>$14.70</td>
<td>$15.10</td>
</tr>
<tr>
<td>LUDWIG, CINDY</td>
<td></td>
<td>$17.75</td>
<td>$18.25</td>
<td>$18.75</td>
<td>$19.20</td>
<td>$19.60</td>
<td>$20.00</td>
</tr>
<tr>
<td>PARRISH, CHRISTINE</td>
<td></td>
<td>$11.95</td>
<td>$12.45</td>
<td>$12.95</td>
<td>$13.40</td>
<td>$13.80</td>
<td>$14.20</td>
</tr>
</tbody>
</table>

All wage rates shall be retroactive to July 1, 2018.

SECTION 2: YEARLY INCREASES

A. Wage increases are as follows:
   - 2018-2019 ... $.50/hour increase
   - 2019-2020 ... $.50/hour increase
   - 2020-2021 ... $.45/hour increase
   - 2021-2022 ... $.40/hour increase
   - 2022-2023 ... $.40/hour increase

B. The position of head cook will be paid ten cents (10¢) per hour in addition to the increase specified in A above.

SECTION 3: NEW Hires

Any new employee hired during the term of this Agreement will be hired at the following rate of pay:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodians</td>
<td>$12.00/hour</td>
</tr>
<tr>
<td>Housekeepers</td>
<td>$9.00/hour</td>
</tr>
<tr>
<td>Cafeteria</td>
<td>$9.00/hour</td>
</tr>
<tr>
<td>Teacher Aides</td>
<td>$10.00/hour</td>
</tr>
<tr>
<td>Secretaries</td>
<td>$11.00/hour</td>
</tr>
<tr>
<td>Weekend Worker</td>
<td>$12.00/hour*</td>
</tr>
</tbody>
</table>

*NOTE: The District reserves the right during the term of the Agreement to adjust this rate.

In 2018-19, any current employee who has been employed by the District for at least one year, shall be paid their negotiated rate or the starting rate plus $0.50, whichever is greater.
ARTICLE XI
PAID LEAVES OF ABSENCE

SECTION 1: SICK LEAVE

A. Each employee shall be entitled to ten (10) days sick leave per year which shall be cumulative from year to year indefinitely. In the first year of employment each employee’s number of sick leave days shall be prorated based on their date of hire.

B. Proof of illness in the form of a medical certificate may be required when an employee is absent for more than three (3) consecutive days. The employee shall submit the medical certificate to the superintendent’s office for his absence in order to receive pay for the days in question. If the Employer can demonstrate that the employee exhibited an abusive pattern of sick leave usage he shall notify the Association and the employee of same. Thereafter, for a period of three (3) months, he may require a medical certificate for each day of absence of the employee in suspect.

C. The employee shall notify the District at least one (1) hour before the employee’s regularly scheduled starting time on the first day of absence, provided the employee calls the designated supervisor. If no answer/response, the employee is permitted to leave a voicemail regarding calling off. Notification shall not be made to a bargaining unit person.

D. Paid sick leave shall not be used as vacation.

E. While on workman’s compensation the employee shall have the option of using any accumulated sick leave, not to exceed 1/3 sick day for each day of compensation, in addition to the daily rate received while on compensation.

SECTION 2: BEREAVEMENT LEAVE

Any non-concurrent use of bereavement days must obtain prior approval from the Superintendent or his or her designee.

The Superintendent or his or her designee may extend any period of bereavement leave with pay at his or her discretion as the exigencies of the case may warrant.
Whenever an employee shall be absent from duty because of the death of the employee’s parent, step-parent, parent-in-law, child, stepchild, or spouse, there shall be no deduction in salary of said employee for an absence not in excess of four (4) school days.

Whenever an employee shall be absent from duty because of the death of the employee’s brother, sister, grandchild, daughter-in-law, son-in-law, or near relative who resides in the same household, or any person with whom the employee has made his home, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days.

Whenever an employee is absent because of the death of the employee’s first cousin, grandfather, grandmother, grandfather-in-law, grandmother-in-law, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, there shall be no deduction in the salary of said employee for absence on the day of the funeral.

SECTION 3: PERSONAL LEAVE
A. Three (3) personal leave days with pay shall be allowed for each employee in each year, accumulative to six (6). All leaves of absence must be applied for in writing on forms provided by the Employer or through the employee portal.

B. One (1) day of advance notice shall be given to the maintenance supervisor, cafeteria manager, and superintendent. No more than two (2) consecutive days shall be granted at one time.

C. A personal leave day will not be granted for more than two (2) employees within the same classification on the same day. Decision will be made on a first come basis.

D. A personal day may not be used the last workday before or after a paid holiday, except by special permission of the Employer.

E. Unused accumulated personal leave in excess of six (6) days shall be converted to sick leave and shall be added to an employee’s accumulated sick leave.

SECTION 4: TEMPORARY MILITARY
Employees shall be granted temporary military leave in accordance with the School Code and all applicable laws.
ARTICLE XII
UNPAID LEAVES OF ABSENCE

SECTION 1: MATERNITY LEAVE
The Employer agrees that leaves of absence for maternity/childrearing purposes shall be granted in accordance with all applicable laws.

SECTION 2: MILITARY LEAVE
A military leave for absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States.

SECTION 3: EXTENDED DISABILITY AND ILLNESS LEAVE

A. An employee shall be granted, upon request, a leave of absence without pay for the purpose of a prolonged illness or disability, subject to the following conditions:
   1. Such leave shall begin after the employee’s sick leave and any other leave to which the employee is entitled to, has been exhausted.
   2. The duration of such leave will be flexible but shall be no longer than one (1) calendar year from the inception date of such leave. Any extensions of such leave would be at the discretion of the Board.
   3. The Board will require a certificate of the employee’s physician as to fitness to perform required duties as a pre-requisite to his work at the expiration of the leave, at the expense of the employee.
   4. If the employee is unable to return at the expiration of the long-term disability leave, employment may be terminated.
   5. The District reserves the right to require any employee on Extended Disability and/or Illness Leave to “see” a school designated physician for health assessment, at the expense of the District.

B. Insurance benefits shall be continued by the Employer during the leave for a maximum of thirty (30) days and seniority shall continue to accrue. After the thirty (30) day period the employee may remain in the group by submitting the appropriate premiums to the District.
SECTION 4: ASSOCIATION LEAVE.
The Board will allow up to a total of five (5) workdays without pay for up to two (2) employees to attend Association conventions or serve in any capacity on official Association business. A written request for the leave of absence without pay must be submitted to the superintendent at least one (1) week prior to said leave.

SECTION 5: TERMINATION OF BENEFITS
An employee absent from work and eligible for workman’s compensation benefits, following a year’s period, will have all benefits terminated. A year’s period shall be defined as 365 days from the date of accident. When the employee has returned to work, they must work a one-year period in order to be eligible for benefits should they become injured again.

ARTICLE XIII
PAID HOLIDAYS

SECTION 1:
Twelve-month employees shall receive the following paid holidays:

Independence Day  Christmas (3 days)
Labor Day  New Year’s Day
Veterans’ Day  Good Friday
Thanksgiving Day (2 days)  Memorial Day
First day of buck season

SECTION 2:
School is not in session on holidays, and therefore school term employees will not be paid. Aides and Cafeteria employees will receive a paid holiday for Christmas Day and Thanksgiving Day.

SECTION 3:
Employees who work on a paid holiday shall be paid time and one-half (1-1/2) for time actually worked in addition to the regular holiday pay.

SECTION 4:
To be eligible for holiday pay, the employee, if scheduled, must work the day before and the day after the holiday, unless on an approved leave of absence.
ARTICLE XIV
PAID VACATIONS

SECTION 1: TWELVE-MONTH EMPLOYEES

Twelve (12) month employees shall receive the following paid vacations:

- One (1) to ten (10) years service: Ten (10) workdays
- Eleven (11) years service: Eleven (11) workdays
- Twelve (12) years service: Twelve (12) workdays
- Thirteen (13) years service: Thirteen (13) workdays
- Fourteen (14) years service: Fourteen (14) workdays
- Fifteen (15) years service: Fifteen (15) workdays
- Sixteen (16) years service: Sixteen (16) workdays
- Seventeen (17) years service: Seventeen (17) workdays
- Eighteen (18) years service: Eighteen (18) workdays
- Nineteen (19) years service: Nineteen (19) workdays
- Twenty (20) years service: Twenty (20) workdays

SECTION 2: OTHER EMPLOYEES

All other employees working less than 12 months shall receive five (5) paid workdays/year. This payment will be made upon completion of their work year. Those employees who have been employed by the Northern Cambria School District for ten (10) or more years will receive seven (7) paid workdays/year. This payment will be made upon completion of their work year.

SECTION 3: VACATION DAY APPROVAL

All vacation day requests shall be approved in advance by the requesting employee's immediate supervisor.
ARTICLE XV
INSURANCE AND OTHER BENEFITS

SECTION 1: HOSPITALIZATION

A. Eligibility.
   1. To be eligible for this benefit an employee must be engaged for no less than thirty (30) hours per week.
   2. The employee must be eligible for membership in the Blue Cross/Blue Shield Master policy for Cambria County schools.
   3. Only one (1) payment will be made in the case of spouses employed by the school district.
   4. Spousal coverage – The district will make coverage available to spouses in limited circumstances:
      A. Spouses who have no other coverage available to them through another employer are eligible as dependents on the district plan.
      B. Spouses who work for employers other than employers as listed below are eligible as dependents on the district plan.
      C. Spouses who are eligible to be enrolled in another public school district, IU, county, state or federal government sponsored plan must enroll in that employer’s plan and are not eligible as dependents on the district plan.

B. Plan.
   1. The plan in effect shall be the Blue Cross/Blue Shield Select Blue Plan
   2. A summary of the plan is included as Appendix B.
   3. Coverage/benefit levels under this provision shall be subject to the operating and procedures of the insurance provider.

C. Costs.
   1. The school district will pay ninety-seven percent (97%) of the costs for the hospitalization program for each eligible employee and for dependents of the employee who qualify under the Blue Cross/Blue Shield master policy for Cambria County schools.
   2. Payment will be made in behalf of each employee benefiting under this provision as long as the employee is legally on the payroll of the school district.
3. Hospitalization coverage will terminate at the end of the month in which the employee resigns or retires.

4. Insurance coverage will comply with COBRA regulations.

D. **Medical Benefit Option.** The District shall make a payment of $3,000 each contract year to employees who are otherwise covered under a non-district provided group health insurance plan and who elect to opt out of the District’s hospitalization plans.

The District shall make a payment of $3,000 each contract year to employees who elect to opt out of the District’s hospitalization, dental and vision plans. Such payment shall require execution of a waiver and release of claims against the District and Association to be signed by the bargaining unit member on the first workday in the fall of each year.

The above payments shall continue to be paid to the employee so long as he/she does not participate in the District’s programs. In the event that the employee desires to participate in the District’s programs, he/she shall be able to do so upon notification to the District’s business office.

The above payments shall be prorated over the portion of the contract year based upon the number of months that the employee did not participate in the District’s programs.

**SECTION 2: LIFE INSURANCE**

The school shall provide for each employee engaged for no less than thirty (30) hours per week, a life insurance policy, including accidental death and dismemberment, in the amount of $50,000. The school district shall provide for each employee engaged for less than thirty (30) hours per week, a life insurance policy, including accidental death and dismemberment, in the amount of $25,000.

**SECTION 3: DENTAL INSURANCE**

For each employee engaged for no less than thirty (30) hours per week, the Employer shall continue payment of the dental insurance premiums. Coverage includes coverage for the individual and family. The employee shall pay a Two Dollar and Fifty Cent ($2.50) deductible per month through payroll deduction for the family dependency coverage. The dental insurance shall be the same plan and coverage as is provided for the
professional staff. Employees working less than thirty (30) hours per week, may purchase at their own expense through payroll deductions, dental insurance through the District’s plan.

**SECTION 4: VISION INSURANCE**

For each employee engaged for no less than thirty (30) hours per week, the Employer shall provide individual and family vision insurance. Employees working less than thirty (30) hours per week, may purchase at their own expense through payroll deductions, vision insurance through the District’s plan.

**SECTION 5: MILEAGE**

Employees required to use their personal vehicles for Board-approved activities shall be reimbursed at the rate established by the Internal Revenue Service.

**SECTION 6: RETIREMENT ALLOWANCE.**

A. **Year of Service Increment.** Each employee shall receive, as a retirement benefit, a separate payment of Five Hundred Dollars ($500) for his final year of service in addition to all other wages due the employee. This will not be made part of the employee’s regular salary in the employee’s final year of service.

B. **Sick Day Buy-back.** In addition to the above, the Employer will reimburse any retiring employee having ten (10) or more years of service in the Northern Cambria School District for unused accumulated sick leave days at the rate of sixty dollars ($60.00) per day. Part-time employees shall be reimbursed at the rate of thirty-five dollars ($35.00) per day. Money shall be paid into an HRA or 403B.

C. **Eligibility.** Payment of the benefits contained in A and B above will be made according to these conditions:

1. The employee shall have given at least ten (10) years of service to the Northern Cambria School District.
2. Retirement is interpreted to mean that the employee will receive either withdrawal allowance or superannuation retirement allowance from the Public School Employees Retirement Board according to the rules of the Retirement Board then in effect.

3. If an employee intends to retire at the close of the school year ending June 30, he shall submit his written resignation no later than March 1st of that year in which they are planning to retire.

4. The employee reserves the right to withdraw his resignation prior to its acceptance by the District. However, in this event, he shall refund all money received under this section to the Northern Cambria School District. Such refund shall be made prior to June 30.

SECTION 7: MEETINGS AND TRAINING

In the event that employees are required by the employer to attend a job-related meeting or training, they shall be compensated at their regular hourly rate.

The District shall provide twenty (20) hours of qualifying continuing professional education for paraprofessionals each year. In the event that twenty (20) hours are not offered, the District shall pay the course costs for additional hours to add to twenty (20). Payment shall be made to an employee once attendance has been verified and a course receipt has been submitted.

ARTICLE XVI
MISCELLANEOUS

Any references to the masculine throughout this Agreement shall impart the feminine and vice-versa.

ARTICLE XVII
SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
ARTICLE XVIII
DURATION

SECTION 1:
This Agreement shall take effect on July 1, 2018 and shall be in full force and effect through June 30, 2023 unless otherwise explicitly agreed.

SECTION 2:
Either party may commence negotiations over the terms of a successor agreement by written notification thereof. If no such notification is tendered prior to the expiration date set forth above, then all terms and conditions contained herein shall be renewed and maintained in full force and effect for a period of one (1) year and thereafter on a year-to-year basis until such time as the parties negotiate a successor agreement.

SECTION 3:
In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Employer has caused this Agreement to be signed by its President, and attested by its Secretary, all on this 4th day of December, 2018.

NORTHERN CAMBRIA SCHOOL DISTRICT:

[Signature]
President

[Signature]
Secretary

Date: 1-8-19

NORTHERN CAMBRIA EDUCATION SUPPORT PROFESSIONAL ASSOCIATION PSEA/NEA:

[Signature]
President

[Signature]
Secretary

Date: 12/4/2018
APPENDIX A
GRIEVANCE REPORT FORM

Grievance #________________:

GRIEVANCE REPORT

<table>
<thead>
<tr>
<th>Building</th>
<th>Assignment</th>
<th>Name of Grievant</th>
<th>Date Filed</th>
</tr>
</thead>
</table>

STEP 1

A. Date Cause of Grievance Occurred:

B. 1. Contract Provisions Violated:

2. Statement of Grievance:

3. Relief Sought:

__________________________________________________________________________

Signature __________________________ Date __________________________

C. Conference Request: ______ Yes ______ No

D. Disposition by Supervisor:

__________________________________________________________________________

Signature __________________________ Date __________________________

E. Position of Grievance and/or Association:

__________________________________________________________________________

Signature __________________________ Date __________________________
STEP 2

A. Conference Request: __________Yes __________No

B. Date Received by Superintendent or Designee:

C. Disposition of: Superintendent or Designee:

Signature ___________________________ Date __________________

D. Position of Grievant and/or Association:

Signature ___________________________ Date __________________

STEP 3

A. Conference Request: __________Yes __________No

B. Date Received by Board of Education or Designee:

C. Disposition of Board:

Signature ___________________________ Date __________________

D. Position of Grievant and/or Association:

Signature ___________________________ Date __________________

STEP 4

A. Date Submitted to Arbitration:

B. Disposition of Award of Arbitrator:

Signature ___________________________ Date __________________
APPENDIX B
PPO PLAN SUMMARY

The Plan shall have a $250/$500 in-network deductible with a $500/$1,000 out-of-network deductible. The Plan shall include a twenty dollar ($20) co-pay for physician office visits (general and specialist) and a ten dollar ($10) co-pay for generic drug prescriptions or a twenty dollar ($20) co-pay for brand name prescriptions. The plan will include a $100 copay for emergency room visits which will be waived if the individual is admitted. In all respects, the level of benefits shall be subject to the operating guidelines of the insurance provider.
Summary of PPOBlue Benefits

With your PPO, or Preferred Provider Organization, if you receive services from a provider who is in the PPO network, you'll receive the highest level of benefits. If you receive services from a provider who is not in the PPO network, you'll receive the lower level of benefits. In either case, you coordinate your own care. There is no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefit levels that apply during your benefit period.

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefit Period(1)</td>
<td>Calendar Year</td>
<td></td>
</tr>
<tr>
<td>Deductible (per benefit period)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>$250</td>
<td>$500</td>
</tr>
<tr>
<td>Family</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Plan Payment Level – Based on the provider’s reasonable charge (PRC)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Out-of-Pocket Maximums (Once met, plan payment level becomes 100%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>None</td>
<td>$2,000</td>
</tr>
<tr>
<td>Family</td>
<td>None</td>
<td>$4,000</td>
</tr>
<tr>
<td>Autism Spectrum Disorders (ASD) Maximum (per person)(2)</td>
<td>$36,000 maximum / benefit period</td>
<td></td>
</tr>
<tr>
<td>Lifetime Maximum (per person)</td>
<td>Unlimited</td>
<td></td>
</tr>
<tr>
<td>Primary Care Physician Office Visits</td>
<td>100% after $20 copayment*</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Specialist Office Visits</td>
<td>100% after $20 copayment*</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Preventive Care (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine physical exams</td>
<td>100%*</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Adult Immunizations</td>
<td>100%*</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Routine gynecological exams, including a PAP Test</td>
<td>100%*</td>
<td>80% (deductible does not apply)*</td>
</tr>
<tr>
<td>Colorectal cancer screening</td>
<td>100%*</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Mammograms, annual routine and medically necessary</td>
<td>100%*</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Diagnostic services and procedures</td>
<td>100%*</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Pediatric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine physical exams</td>
<td>100%*</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Pediatric immunizations</td>
<td>100%*</td>
<td>80% (deductible does not apply)*</td>
</tr>
<tr>
<td>Diagnostic services and procedures</td>
<td>100%*</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Emergency Room Services</td>
<td>100% after $100 copayment* (waived if admitted)</td>
<td></td>
</tr>
<tr>
<td>Spinal Manipulations</td>
<td>100% after $20 copayment*</td>
<td>80% after deductable</td>
</tr>
<tr>
<td>Physical Medicine</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Speech Therapy</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Occupational Therapy</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Allergy Extracts and injections</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Ambulance</td>
<td>100% after deductible</td>
<td></td>
</tr>
<tr>
<td>Applied Behavior Analysis for ASD(2)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Assisted Fertilization Procedures</td>
<td>Not Covered</td>
<td></td>
</tr>
<tr>
<td>Dental Services Related to Accidental Injury</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Diabetes Treatment</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Benefit</td>
<td>Network</td>
<td>Out-of-Network</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td><strong>Diagnostic Services (including routine)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advanced Imaging (MRI, CAT Scan, PET scan, etc.)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td><strong>Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)</strong></td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Durable Medical Equipment, Orthotics and Prosthetics</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td><strong>Enteral Formulae</strong></td>
<td>100%*</td>
<td>80% (deductible does not apply)*</td>
</tr>
<tr>
<td>Home Infusion Therapy</td>
<td>100%*</td>
<td></td>
</tr>
<tr>
<td><strong>Home Health Care</strong></td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Hospice</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Hospital Services – Inpatient</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Hospital Services – Outpatient</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Infertility Counseling, Testing and Treatment(s)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Maternity (facility &amp; professional services)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Medical/Surgical Expenses (Except Office Visits)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td><strong>MENTAL HEALTH – INPATIENT</strong></td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Mental Health – Outpatient</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Private Duty Nursing</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Respiratory Therapy</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Skilled Nursing Facility Care</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Substance Abuse – Inpatient Detoxification</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Substance Abuse – Inpatient Rehabilitation</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td><strong>SUBSTANCE ABUSE – OUTPATIENT</strong></td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Therapy Services (Cardiac Rehab, Infusion Therapy, Chemo, Radiation Therapy and Dialysis)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Transplant Services</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
</tbody>
</table>

**Pre-certification Requirements**

Performed by Member(s)

**Premier Prescription Drug Program**

Defined by Premier Gold III Pharmacy Network - Not Physician Network.

(Prescriptions filled at a non-network pharmacy are not covered.)

Retail Drugs

- $10 generic copayment
- $20 brand copayment
- Mandatory Generic(s)

34-day Supply or 100 Units, whichever is greater.

* Denotes services are not subject to any deductibles. Copayments do not apply towards any deductible amounts.

---

(1) Your group’s benefit period is based on a Calendar Year which runs from January 1 to December 31.
(2) Coverage for eligible members to age 21. Services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.
(3) Services are limited to those listed on the Highmark Preventive Schedule. Gender, age and frequency limits may apply.
(4) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group’s prescription drug program.
(5) Member is required to contact Highmark Health Care Management Services prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related admission. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, the patient will be responsible for payment of any costs not covered.
(6) The member is responsible for the payment differential when a generic drug is authorized by the physician and the patient elects to purchase a brand drug. The member payment is the price difference between the brand drug and generic drug, in addition to the brand drug copayment or coinsurance amounts which may apply.