AGREEMENT

BETWEEN

NEW KENSINGTON - ARNOLD SCHOOL DISTRICT

&

NEW KENSINGTON- ARNOLD EDUCATION SUPPORT PROFESSIONALS/PSEA/NEA

2018-2023
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PREAMBLE

This Agreement is made and entered the 28th day of September, 2018
by and between the Board of School Directors of the New Kensington-Arnold School District, hereinafter referred to as the "Board", acting on behalf of the New Kensington-Arnold School District, hereinafter referred to as the "District", and the New Kensington-Arnold Education Support Professionals, PSEA/NEA, hereinafter called the "Association".

ARTICLE I
RECOGNITION

The District hereby recognizes the New Kensington-Arnold Education Support Professionals, PSEA/NEA, as the exclusive and sole representative for all full-time and regular part-time white-collar nonprofessional employees including Secretaries (12 and 10-month), Paraprofessionals and Personal Care Aides (PCA), Licensed Clinical Nurses, Copy Center Personnel, and Cafeteria Monitors as included in the bargaining unit as certified by the Pennsylvania Labor Relations Board amended order at PERA-U-04-376-W (PERA-R-95-248-W) and dated September 2, 2004, for the purpose of collective bargaining on all matters permitted to be bargained for pursuant to the laws of the Commonwealth of Pennsylvania as the same applies to collective bargaining. It is specifically understood that the position of Secretary to the Superintendent, Secretary to the Administrative Assistant, and the position of Office Manager or whatever title is assigned to those positions in the future, is excluded from the bargaining unit.

ARTICLE II DURATION OF AGREEMENT

This Agreement shall be in full force and effect retroactive to July 1, 2018 through and including June 30, 2023 and shall terminate on June 30, 2023 unless either the Employer or the Association shall give notice in writing to the other party hereto of its intention to renew, alter, amend or revise this Agreement as provided for by Act 195 of 1970 and Act 88 of 1992.

ARTICLE III
SEPARABILITY

If any provision or application of this Agreement is held to be contrary to law, that provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
ARTICLE IV
STATUTORY SAVINGS

This Agreement incorporates by reference such rights as may be mandated under the Public School Code of 1949, as amended, Act 195 of 1970, as amended, Act 88 of 1992, and all other state and federal laws and regulations. The rights provided for in the aforementioned legislation shall be deemed to be in addition to those provided for in this Agreement.

ARTICLE V
NON-DISCRIMINATION

The District and the Association agree to act in compliance with state and federal laws prohibiting discrimination against an employee on the basis of age, race, color, creed, national origin, sex, marital status, disability, political affiliation, participation in Association activities or any other reasons.

ARTICLE VI
MANAGEMENT RIGHTS

A. The District shall have the exclusive right to manage the work force to the fullest extent permitted by law, subject to the provisions provided for in this Agreement.

B. Pay Day

The District shall determine when pay periods occur.

ARTICLE VII
EMPLOYEE RIGHTS

A. JUST CAUSE

No employee in the bargaining unit shall be discharged, suspended or reprimanded without just cause or proper cause. Any such action shall be subject to the grievance procedure herein set forth.

All information used in forming the basis for such above action shall be made available to the Association.

If an arbitrator finds an employee has been unjustly charged, he/she shall have no authority to vary the penalty or the discipline imposed by the employer.
B. GRIEVANCE PROCEDURE

1. Definitions

Grievance

A grievance is hereby defined as: A complaint regarding the meaning, interpretation, or application of any provision in this Agreement.

2. Purpose

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

3. Procedure

a. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by written agreement.

b. Informal Conference - Principal or Immediate Supervisor

An employee or employees with a grievance shall first discuss it with his/her principal or immediate supervisor within ten (10) work days of when the employee knew or reasonably should have known of the event giving rise to the grievance, either directly or through the Association's designated representative, with the objective of resolving the matter informally. The principal or immediate supervisor shall respond to the matter within ten (10) work days after the informal conference is held.

c. Level One

If the matter is not adjusted in the informal conference, then within five (5) work days, the grievance shall be reduced to writing on a form agreed upon by the parties and submitted to the principal or immediate supervisor. The principal or immediate supervisor shall record his/her answer and the reasons for the decision on the form and return it to the Association within ten (10) work days.
d. Level Two – Superintendent

If the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered by the principal or immediate supervisor within ten (10) work days, the Association may file the grievance with the Superintendent. The grievance must be filed within five (5) work days of receipt of Level One decision, or within fifteen (15) work days after the grievance was delivered to the principal or immediate supervisor, whichever is sooner. The Superintendent, or his/her designee, shall hold a conference within ten (10) work days thereafter. The Superintendent shall file a written decision stating the reasons for his decision within ten (10) work days after the close of the conference.

e. Level Three – Arbitration

1. If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the close of the conference at Level Two, the Association may within five (5) work days after receipt of the written decision by the Superintendent, or twenty-five (25) work days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing binding arbitration.

2. Within ten (10) work days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of seven (7) arbitrators may be made to the Federal Mediation & Conciliation Service. The Board and then the Association shall alternately strike three (3) names each and the remaining person named on said list shall be the arbitrator.

3. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than sixty (60) days from the date of the close of the record, if reasonably possible. The arbitrator’s decision shall be in writing and may set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final.
and binding on the parties. If an arbitrator finds an employee has been justly charged, he/she shall have no authority to vary the penalty or the discipline imposed by the employer.

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

4. Parties to a Grievance

All grievances shall be construed as being between the Association and the District. The Association has the final authority on whether or not a grievance will be taken to arbitration.

5. Board Review Procedure

a. The Board Review Procedure shall follow Level Two and shall be at the option of the Association.

b. If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, the Association may notify the Board in writing, within five (5) work days of its request for a hearing before the Board under this subsection of this Article. The hearing shall be held within ten (10) work days after receipt of such notice.

c. The Board shall act as arbitrator between the Administration and the Association, maintaining a reasonably neutral position throughout the process.

d. Once the Board has been notified of the decision to pursue the option, neither the Board nor members thereof shall meet or confer with either party without the representatives of both parties present.

e. The Board shall notify the Association of its reasons and conclusions in writing within ten (10) work days of the date of the hearing. The Board shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement.

f. Thereafter, there shall be no further appeal to arbitration or otherwise of the grievance under this grievance procedure.
6. Miscellaneous

a. Group Grievance

If in the judgment of the Association a grievance affects a class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so. The names of all known grievants involved must be disclosed at the time the grievance is filed at any level of the grievance procedure.

b. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

c. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. The parties agree to jointly update all of these forms when necessary.

d. Meetings and Hearings

All meetings and hearings in the steps of this procedure shall not be conducted in public. At all steps in the grievance procedure, the grievant and the Association representatives shall disclose to the Board representatives a full and detailed statement of the facts, the remedy sought, and the provisions of the Agreement relied upon. In the same manner, the Board representatives shall disclose all pertinent facts relied upon and given full and complete reasons for denying said grievance at all levels.
C. **PERSONNEL FILE**

The District shall comply with any state or federal laws concerning, maintaining and access to the personnel files of any bargaining unit members.

No material derogatory to an employee's conduct, services (except observations and ratings), character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material and respond thereto in writing. A copy of such response shall be attached to the original material. Any material referred to in this section may be removed from the employee's personnel file after a period of three (3) years upon written request of the employee, provided that there has been no recurrence of the situation giving rise to the original material. The decision of the Superintendent is final and will not be subject to the Grievance Procedure.

D. **SENIORITY**

Seniority shall not accrue during suspension, layoff or any approved leaves of absence.

Seniority shall be broken in the case of resignation, retirement or lawful discharge, and in the event of re-employment, seniority shall begin on the date of re-employment with no credit for seniority for prior employment with the District.

Ties in seniority shall be broken by lottery.

The District shall provide the Association with a list reflecting the seniority of each bargaining unit member by September 30th of each school year.

"Unit Seniority" means an employee's length of continuous service with the school district since his/her last date of hire. "Classification Seniority" means an employee's length of continuous service in his/her current job. "Classification Seniority" will supersede "Unit Seniority" when members are bidding on a lateral position except within the Secretaries (10-month and 12-month) classifications. "Unit Seniority" will supersede when members are bidding into a different classification and in lateral bidding within the Secretaries (10-month and 12-month) classifications.
E. WORK YEAR/WORK DAY

1. The parties to this Agreement recognize that there are six (6) job classifications necessary for calculations of the work year and the work day. They are as follows:

   Description
   A. Secretaries (12-month)
   B. Secretaries (10-month)
   C. Paraprofessionals and Personal Care Aides (PCA)
   D. Licensed Clinical Nurses
   E. Copy Center Personnel
   F. Cafeteria Monitors

   The District determines hours of all classifications.

   Groups A and B above shall normally work eight (8) hours a day Monday through Friday. Employees will have a one-half (1/2) hour lunch break. Employees will be permitted a break period in the morning and in the afternoon. Any break period shall be determined by the District.

   Employees in Groups C, D, and E above shall be entitled to a one-half (1/2) hour lunch break during the regularly scheduled work day. The District shall determine the time when lunch periods may be taken by any bargaining unit members.

2. PCA's:

   a. If a PCA is notified by 10:00 p.m. that their student will be absent the following day, the PCA does not come to work for that day.

   b. If the PCA shows up to work and then discovers that their student is absent, then the PCA receives payment for one-half (1/2) day (3.5 hours) and shall remain for one-half (1/2) of that school day performing duties as assigned by the principal.

   c. If the PCA is called off work because of student absence, the employee will not be responsible for reimbursing the District for any benefits outlined in the contractual agreement for that time period.

   d. On the fourth (4th) consecutive day that a student is absent, the PCA will report to the building principal for assignment.

   e. If the student leaves the District or is unable to attend school, the more senior PCA may bump into the position of the least senior Paraprofessional or PCA employee.
3. Inclement Weather

When school has been closed due to inclement weather, Group A and B employees shall not report to work. These employees will not suffer any loss in wages.

When school is delayed, all bargaining unit members will report as close to their normal starting time as possible, no later than the designated delay time with no loss in wages.

F. OVERTIME

Any employee who works in excess of the forty (40) mandated work hours per week is eligible for overtime compensation (or may receive compensatory time off) at a rate not less than one and one-half (1-1/2) hours for each hour of employment for which overtime compensation is required. There must be a mutual agreement between the employee and the supervisor as to method of payment—whether compensatory time or cash payment—prior to working overtime. Overtime shall be computed on actual time worked.

Compensatory time off must be used by the employee within three (3) pay periods of its accrual unless an extension of time is granted in writing by the employee's supervisor. Compensatory time cannot be earned during the last three (3) pay periods of an employee's work year.

It is understood that the use of compensatory time off is at the discretion of the employer, and use of compensatory time off cannot unduly disrupt the function and purpose of the employer, and there may be times when actual cash overtime payments will be necessary in lieu of compensatory time off.

G. MILEAGE REIMBURSEMENT

The District agrees to reimburse employees in the bargaining unit the maximum rate determined allowable by the IRS for the use of personal vehicles in the performance of work assignments or other employer business.
H. PERSONAL CARE ASSISTANTS (PCA’s) VACANCIES

1. Effective with the 2012-2013 school year, any new Personal Care Aide (PCA) position for a student that is new to the District, or for a student who has never before required a PCA, shall be immediately posted as a "Substitute PCA Position" as per Article VII, Section 1. The posting shall contain the minimum qualifications, skill requirements, hours, wages, and job descriptions for the posted position and shall be offered to the members of the bargaining unit. The most senior qualified member of the bargaining unit who submits a bid shall be awarded the position and shall receive the same rate of pay and benefits as set forth in the current collective bargaining agreement as shown in the classifications listed in Article XI consistent with the number of years' experience they have within the District. If a member of the bargaining unit is awarded the posted "Substitute PCA Position," it will be treated as a temporary transfer and a substitute will then be employed to fill his/her vacated position. If the position filled by a substitute exists after six (6) school weeks, then that position will immediately be filled by the temporarily transferred employee as a permanent position. That employee, however, has the option of returning to his/her previous position, and the previously temporary but now permanent PCA position will be posted according to the contractual agreement. The temporarily transferred employee in that position will remain in that position until the end of the hiring process which would be within 20 school days, unless unforeseen circumstances prevail. If a temporarily transferred employee remains in that position after six (6) weeks, his/her previously vacated position will be posted and filled within 30 school days.

2. Bids for the "Substitute PCA Position" shall be submitted in writing to the Superintendent or designated representative within five (5) work days from the date of the posting of the "Substitute PCA position" for emergency situations, and within ten (10) days for non-emergency situations.

I. POSTING VACANCIES

Any new position or any vacancy in an existing position which occurs during the school year shall be immediately posted on all bulletin boards for not fewer than ten (10) work days after the District has exercised its right to fill such vacancy by involuntary transfer. During the summer months all postings must be mailed to the President and Vice-President of the Association and also sent to the home e-mail addresses of all members in the bargaining unit. It is up to the individual employee to make sure that the District has a current home e-mail address on file prior to the summer break.
Posting shall begin immediately after the District has determined not to fill a vacancy by involuntary transfer. The posting shall contain the minimum qualifications, skill requirements, hours, wages, and job descriptions for the posted positions. The issue of qualifications shall rest exclusively with the District. In making its determination, the District shall not be arbitrary or capricious.

J. BIDDING ON VACANCIES

All employees in the bargaining unit including furloughed (laid off) employees, may submit bids for vacant or newly created positions after the District has exercised its right to fill the same by involuntary transfer. Bids shall be submitted in writing to the Superintendent or designated representative within ten (10) work days of the vacancy having been posted. The District shall determine the method to be followed in selecting an employee to fill said vacancy. The District in making its determination shall not be arbitrary or capricious.

K. AWARDSING POSITIONS

Any vacancies not filled by involuntary transfer shall be filled by awarding the position to the most senior, qualified, bidding employee. The District shall have the exclusive right to determine any issues involving qualifications. In making its determination, the District will not be arbitrary or capricious.

L. INVOLUNTARY TRANSFERS

The District shall have the right to involuntarily transfer any employee. Before the District exercises its right to involuntarily transfer a bargaining unit member, it shall solicit volunteers from the entire unit. The District shall have the exclusive right to determine if a volunteer is qualified. The District shall not be arbitrary or capricious in making any involuntary transfers. The Superintendent will consult with the employee to be involuntarily transferred before such involuntary transfer can occur.

M. ADDING TO EMPLOYEE ASSIGNMENTS

Work duties of temporarily absent employees may be assigned to substitutes. The employer shall have the discretion to assign said work to a substitute or assign the same to members of the bargaining unit.

When a bargaining unit member is assigned to perform the duties of a position which has a higher pay rate, said bargaining unit member shall be paid at
the higher rate for the actual hours worked. When a bargaining unit member is temporarily assigned to perform only incidental duties (i.e., answering or making phone calls, opening mail) which has a higher pay rate, said bargaining unit member shall be paid at his/her normal rate for the actual hours worked. When a bargaining unit member is temporarily assigned to perform the work of a position which has a lower pay rate, said bargaining unit member shall be paid at his/her normal rate of pay.

Should a temporary absence occur over the summer, bargaining unit members will be called to temporarily fill that position in order of seniority with the most senior qualified bargaining unit member called first. The District will determine if employees are qualified. In making its determination, the District will not be arbitrary or capricious. If the temporary assignment extends into the school year, the permanent position of the bargaining unit member who is holding the temporary position will be held with a substitute until the absent bargaining unit member returns.

N. FURLoughs/DEMCOTIONS

In the event it becomes necessary to furlough/demote employees, they shall be furloughed/demoted in order of least seniority within their job classifications except within the Secretaries (10-month and 12-month) classifications unless the requirements of the position occupied requires specialized knowledge, training or skills. "Unit Seniority" will supersede when Secretaries (10-month and 12-month) are furloughed or demoted.

The employer shall furnish the Association with all pertinent information, including copies of documents, used in making determinations relevant to layoffs.

An employee who has received notice of furlough/demotion may displace (bump) an employee with less seniority in his/her job classification providing he/she is qualified to perform the job which he/she wishes to bid. The displaced employee or the furloughed/demoted employee, if least senior in that classification, shall have the right to bump the least senior employee with less unit seniority in a different classification position with salary and benefits most comparable to the employee's previous salary and benefits. The District shall have the sole discretion to determine if the bidding employee is qualified to perform the work in question. In making its determination, the District shall not be arbitrary or capricious.

Employees who are to be furloughed/demoted and who have the right to bump under this section shall be permitted to do so but shall not accrue seniority while having been on lay off status. This provision shall not be applicable to demotions which are for disciplinary reasons.
0. RECALL

Laid off and demoted employees shall be recalled to vacant positions before the bidding procedure is implemented. They shall be recalled in the inverse order of their layoffs/demotions to a position with comparable pay and benefits providing said employees are qualified to perform the job in question. The District shall have the sole discretion to determine the issue of qualification. The District in making its determination will not be arbitrary or capricious.

No new appointments to temporary or permanent vacancies shall be made while there is a laid off or demoted qualified employee available to fill such vacancy. Refusal to accept recall to same or similar position within the classification shall constitute a waiver of recall rights.

Eligibility for recall shall cease after being on lay off status for two (2) school years.

P. EMPLOYEE ASSIGNMENTS: ADMINISTERING MEDICATION

No unlicensed or non-certified bargaining unit member shall be required to provide any service which, by law, regulation, or policy must be performed by a certified or licensed professional. If a bargaining unit member volunteers to dispense medication or supervise self-medication, the District shall indemnify the employee for any liability sustained due to said employee's negligence while administering the District's policy concerning the administration of medication(s).

ARTICLE VIII
ASSOCIATION RIGHTS

A. ATTENDANCE AT SCHEDULED MEETINGS/HEARINGS

Whenever an employee is scheduled by a District representative to attend/participate in any meeting during working hours, the employee shall suffer no loss in pay or benefits. Employees shall not be permitted to participate in Association business, i.e., arbitrations, negotiations, etc. during scheduled work hours unless the same is authorized in writing by an authorized representative of the District.

B. INFORMATION

Upon request by the Association, the Board will make available such information as is relevant to negotiations and/or administration of this collective
bargaining agreement. The Board shall make available to the Association a copy of
the minutes of the monthly School Board meetings.

Upon request by the Association, the Board will make available such
information as is required to be furnished under existing state or federal law.

C. USE OF SCHOOL BUILDINGS

The Association and its representatives may be permitted to use the school
buildings at reasonable hours for meetings, providing the request for said use
conforms to the District's building request policy.

D. USE OF SCHOOL EQUIPMENT

The Association may be permitted to use school equipment at reasonable
times, when such equipment is not otherwise in use. The Association shall pay for
the reasonable cost of all supplies incidental to use, and for any repairs necessitated
as a result thereof.

E. BULLETIN BOARDS

The Association may be entitled to use bulletin boards for Association
notices.

F. MAIL BOXES/MAIL SYSTEM

The Association may be permitted upon request to use school mail boxes and
the interschool and intra-school mail system.

G. PAYROLL DEDUCTION FOR ASSOCIATION DUES

The employer agrees to deduct annual Unified Association fees from the
salaries of members of the Association as they authorize.

Deductions will be made in as nearly equal pay period installments as
possible during the school year.

The employer shall transmit monies collected to the Association each month.
Transmittal shall be in the form of a single check.
The Association shall transmit to the employer a list of employees who have signed payroll deduction authorizations. The Association shall collect and maintain a file of completed dues deduction authorization cards. The authorization card shall be dated and signed by the employee.

Should any employee resign, retire or die during the work year, the Association shall be responsible for collecting the unpaid balance.

H. MAINTENANCE OF MEMBERSHIP

The District agrees that all employees who are members of the Association at the time of execution of this Agreement or who become members of the Association during the term of this Agreement shall maintain their membership in the Association for the term of this Agreement subject to and in accordance with the "Maintenance of Membership" provisions of Article III, subsection 18 of the Public Employee Relations Act 195 of 1970.

The parties shall cooperate mutually in the implementation of this provision.

I. FAIR SHARE

Any bargaining unit member who chooses not to become a member of the Association shall pay the Association a fair share fee. Payment of the fair share fee shall be a requisite condition of employment and shall be deducted from the pay of the non-member in the same manner as Association dues.

The amount of the fair share fee shall be determined by the Association and will be consistent with the Federal and state laws that govern fair share fees. The Association shall certify the amount of the fair share fee and shall transmit it along with the list of non-members to the employer by June 30 of each year.

ARTICLE IX LEAVES OF ABSENCES

A. SICK LEAVE

Sick leave of ten (10) days at full pay will be granted during each fiscal year for Secretaries (12-month and 10-month) and Licensed Clinical Nurses. Sick leave of seven (7) days at full pay will be granted during each fiscal year for Paraprofessionals, PCA's, Cafeteria Monitors, and Copy Center Personnel employees. Unused sick leave shall be cumulative from year to year without limit and the employee is permitted to utilize all of his/her sick leave in any one (1) year because of inability to work because of illness or an accident.
1. For any illness or disability that extends for five (5) or more consecutive days, a physician's certificate certifying to the nature of the illness or disability shall be filed with the School Board Secretary not later than five (5) days after the beginning of the absence due to illness or disability. The doctor's certificate should include a recommendation concerning the number of days absence necessary. The Board reserves the right to require a certificate of illness or disability signed by the School Doctor for any absence, if such action is deemed necessary.

2. Eligible employees may elect to supplement worker’s compensation payments by pro-rata use of unused sick leave days in order to provide full salary for as long as possible. In no event shall this result in the employee receiving more than full pay for any absence.

3. **Paraprofessionals, PCA’s, and Copy Center Personnel Make-Up Days:** All Paraprofessionals, PCA’s, and Copy Center Personnel employees will be eligible for up to three (3) days of sick leave without pay during each contract year because of inability to work due to sickness or injury. These days are non-cumulative from year to year. These days may be made up annually by a Paraprofessional, PCA, or Copy Center Personnel employee at a time determined by his/her immediate supervisor, but in all cases before June 30 of the contract year. Any such days not made up before June 30 of the contract year shall be forfeited.

4. The practice of bargaining unit members leaving their assigned duties before the end of their work day for two (2) hours to attend a physician’s appointment shall cease with the effective date of this Agreement.

**B. ABSENCE DUE TO DEATH OF A RELATIVE**

1. All bargaining unit members are allowed an absence of three (3) consecutive work-days either adjoining or incorporating the day of the funeral at full pay in the event of a death in the immediate family. Immediate family to include father, mother, husband, wife, son, daughter, brother, sister, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or other person living or having lived in the same household. For a memorial service in lieu of a funeral, the three (3) work-days may be used non-consecutively, but all must be used either immediately following the day of the death and/or be adjoining to or incorporating the day of the memorial service.

2. All bargaining unit members are allowed one (1) day of absence at full pay in the event of the death of a relative not in the immediate family, including brother-in-law or sister-in-law. The word relative is to be interpreted as provided in the School Code.
3. An additional two (2) days of absence will be allowed if the deceased lived beyond a radius of two hundred (200) miles from the School District. Verification of distance must be provided by the employee to the Superintendent or his/her designee.

C. EMERGENCY LEAVE

Three (3) days of Emergency Leave at full pay will be granted to all employees except Cafeteria Monitors. The word "Emergency" is to specifically include only the following:

1. Emergency illness or operation in the immediate family.

2. Appearance in Court. The School District will pay to any employee subpoenaed to appear in Court in an action which is not adverse to the District the difference between the amount he/she receives for the appearance and the employee's daily wage in the same manner as under the Jury Duty provision in paragraph E.

3. An emergency related to the Employee to deal with urgent, unplanned, or unusual circumstances. The Employee must provide notice as soon as possible to the Superintendent describing the nature of the Emergency and the Superintendent may require verification.

D. PERSONAL DAY

Two (2) days of absence at full pay for "personal reasons" (not day before or day after vacation and not day before or day after a legal holiday) is allowed as two (2) of the three (3) days of "Emergency Leave" for all employees except Cafeteria Monitors. Religious holidays are not to be classified under "Emergency" or "personal reasons." No more than one (1) employee from each job classification from a department may take such leave on any one (1) day.
Sick Days' Credit: Said employees who do not use a personal day or days during the fiscal year shall be given a credit of one (1) additional day of cumulative sick leave for each personal leave day not used.

E. JURY DUTY

All bargaining unit members shall inform the Superintendent when called for jury duty. The Superintendent shall request excuse from jury duty on behalf of the employee. If the request is denied, the employer will pay to the employee the difference between her/his pay and the amount received by the employee from the court. The employee must present proof of the dates of jury duty and the amount of pay received from the court.

F. VACATIONS

1. The School District will grant to regular full time twelve (12) month Secretaries the following paid vacation schedule during each fiscal year of this Agreement:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1)</td>
<td>1 week</td>
</tr>
<tr>
<td>Two (2)</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Ten (10)</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Fifteen (15)</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

Any bargaining unit member who is employed or is permanently transferred to a Secretaries (12-month) position, must complete one (1) year of service in that job classification in order to be eligible for paid vacation according to total years of service with the District.

2. Selection of vacation period is necessarily subject to the requirements of the School District. However, every effort will be made to grant the requested time off in order of years of service within the employee’s department.

3. Vacation requests are to be submitted by May 1.

4. Any regular twelve (12) month employee whose services are terminated after one (1) year of service shall be entitled to vacation pay pro-rated on the basis of actual full months of service.

5. Employees discharged for cause are not entitled to pro-rated vacation pay.
G. HOLIDAYS

1. The following holidays are granted with full pay to Secretaries (12-month) in accordance with the new designation of the holidays as recognized nationally and when such designation is a regular working week day:

   - July 4, Independence Day
   - Labor Day
   - Thanksgiving Day
   - Friday after Thanksgiving Day
   - Monday after Thanksgiving Day
   - Day before Christmas
   - Christmas Day
   - Two days after Christmas
   - Day before New Year's Day
   - New Year's Day
   - Good Friday
   - Memorial Day
   - Veteran's Day (When school is not in session)

2. The Employer agrees to grant the following holidays to Secretaries (10-month) and Licensed Clinical Nurses who work five (5) hours or more per day in accordance with the days and dates shown on the school calendar.

   - Thanksgiving Day
   - Christmas Day
   - Good Friday
   - Memorial Day

3. To be eligible for holiday pay an employee shall have worked his/her scheduled work day immediately preceding and immediately following any general paid holiday. An exception shall be made for illness before or after a holiday when verified by the administrator.

4. If a holiday falls on a Saturday or a Sunday, the holiday will be granted on a day when school is not in session. It may be necessary for this holiday to be taken during the summer months.

H. LEAVE OF ABSENCE

Leave of absence for all employees will be granted in cases of emergency and need, i.e. - extended illness. The employee must submit a written request which requires School Board approval.
I. UNPAID LEAVE

A "dock day" is a day without pay and benefits. Any employee who is permitted to take a "dock day" shall be responsible for the cost of any fringe benefit paid for by the District regarding that day. Payment for said benefits shall be by payroll deduction. All "dock day" requests must be made in writing to the Superintendent whose decision shall be final and binding and not subject to the grievance procedure.

ARTICLE X

BENEFITS

A. HEALTH INSURANCE

1. Health Insurance

All members of the bargaining unit, shall be provided with individual (single) coverage, providing bargaining unit members make a premium co-payment in the monthly amounts described herein. Said premium co-payments shall be made through payroll withholding. The District shall permit any bargaining unit member to extend the scope of such coverage if such bargaining unit member assumes the additional premium cost for such coverage.

2. Monthly co-premium payments shall be made during the term of this Agreement as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Monthly Co-Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-2019</td>
<td>$35.00 with a cap of 10% of total monthly premium</td>
</tr>
<tr>
<td>2019-2020</td>
<td>$45.00 with a cap of 10% of total monthly premium</td>
</tr>
<tr>
<td>2020-2021</td>
<td>$55.00 with a cap of 10% of total monthly premium</td>
</tr>
<tr>
<td>2021-2022</td>
<td>$65.00 with a cap of 10% of total monthly premium</td>
</tr>
<tr>
<td>2022-2023</td>
<td>$75.00 with a cap of 10% of total monthly premium</td>
</tr>
</tbody>
</table>

The District shall have the exclusive right to determine the insurance carrier which will provide the health coverage and the plan to be provided to bargaining members under this paragraph A. The District's family plan, shall contain standard coordination of benefits and non-duplication provisions with the District's plan the secondary plan. If any of the bargaining unit members has a spouse who has equivalent coverage under another group plan, then that bargaining unit member shall not be eligible
for individual (single) coverage under this paragraph A. The District will pay any bargaining unit member one hundred dollars ($100.00) per month if he/she waives in writing his/her contractual right to the health insurance benefit described herein.

B. DENTAL AND VISION INSURANCE

All members of the bargaining unit except those individuals covered under the family plan and specifically named in Article X.A., shall be provided with individual (single) coverage, with the full cost of the premium for such coverage to be paid by the District. The District shall permit any bargaining unit member to extend the scope of such coverage for dental and vision if such bargaining unit member assumes the additional premium cost for such coverage. The District shall have the exclusive right to determine the insurance carrier which will provide the dental and vision coverage and the plan to be provided to bargaining unit members under this paragraph B. If any of the bargaining unit member has a spouse who has equivalent coverage under another group plan, then that bargaining unit member shall not be eligible for individual (single) coverage under this paragraph B.

C. LIFE INSURANCE

The School District shall provide each employee with fully paid Group Term $15,000 Life Insurance while the employee is employed by the School District.

1. The School District shall pay the full annual premium on a $2,500 Life Insurance Policy after the retirement of any eligible employee. To be eligible the employee must have twelve (12) years of continuous service in the New Kensington-Arnold School District and have been a member of the insurance program for twelve (12) years at the time of retirement. In addition, the employee must be eligible for a full unreduced pension or have achieved the age of 62, except in the event of a disability retirement.

   Any employee retiring because of disability must have had at least ten (10) years of membership in the insurance program.

   Participation in the sickness and accident insurance policy shall be voluntary and shall be paid by the employee.
D. UNUSED SICK LEAVE

All employees except Cafeteria Monitors with ten (10) or more years of service shall be paid upon normal retirement under the School Code a special retirement allowance. This allowance is calculated on the basis of ten dollars ($10.00) per day for a maximum of one hundred ten (110) days of accumulated unused sick leave. The amount paid upon retirement shall not exceed one thousand one hundred dollars ($1,100.00). Ten (10) month employees shall receive this benefit on a pro-rated basis. Written notice of retirement must be received at least three (3) months before retirement is effective.

E. REIMBURSEMENT FOR LOSS AND DAMAGE

The Board will establish an annual fund of $1,500.00 to be allocated during each school year for the purpose of reimbursing Paraprofessionals and PCA employees for damage to clothes or glasses incurred in the performance of the employee's duties. No individual claim shall exceed $300.
ARTICLE XI
COMPENSATION

1. Classification and Hourly Rates

<table>
<thead>
<tr>
<th>Beginning Date</th>
<th>Secretaries (12-month* &amp; 10-month1)</th>
<th>Licensed Clinical Nurse</th>
<th>Paraprofessionals &amp; Personal Care Aides [PCA]</th>
<th>Copy Center Personnel</th>
<th>Cafeteria Monitors</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2018</td>
<td>$16.89</td>
<td>$18.80</td>
<td>$14.89</td>
<td>$14.89</td>
<td>$14.89</td>
</tr>
<tr>
<td>July 1, 2019</td>
<td>$17.29</td>
<td>$19.20</td>
<td>$15.29</td>
<td>$15.29</td>
<td>$15.29</td>
</tr>
<tr>
<td>July 1, 2020</td>
<td>$17.70</td>
<td>$19.61</td>
<td>$15.70</td>
<td>$15.70</td>
<td>$15.70</td>
</tr>
<tr>
<td>July 1, 2022</td>
<td>$18.55</td>
<td>$20.46</td>
<td>$16.55</td>
<td>$16.55</td>
<td>$16.55</td>
</tr>
</tbody>
</table>

*Hourly rate for positions of Federal programs, payroll, accounts payable, building and grounds, child accounting/transportation, and special education shall be fifty cents ($0.50) greater than listed above.

2. New Employees: During the first year of employment, the hourly rate for any such bargaining unit member shall be fifty cents ($0.50) below the listed hourly rate. If a bargaining unit member has not completed one year of service as of July 1st of the next succeeding contract year, his/her hourly rate shall be fifty cents ($0.50) below the listed hourly rate. After the completion of one year of service, the hourly rate for any such bargaining unit member shall be immediately adjusted to the hourly rate listed in the chart above for that contract year.

3. Hourly Rate Increases: Each contract year of this Agreement shall commence on July 1st and shall end on June 30th of the next succeeding calendar year. All hourly rate increases shall become effective on July 1st of each contract year. All hours worked after July 1st of a new contract year shall be paid at the designated hourly rate for that contract year.

4. Job Transfers or Bids: Any bargaining unit member who is involuntarily transferred or who bids into another job classification with a different hourly rate and who has more than one year of service with the District, shall immediately be paid an hourly rate as listed above for the contract year in which his/her job transfer or bid became effective.

5. Emergency Shutdown: When a state of emergency or a district emergency is declared and an employee is sent home before the completion of his/her scheduled work day, that employee shall suffer no loss in pay for that work day.
ARTICLE XII
NOTICES

Whenever any notice, but not including grievance replies, is required to be given by either of the parties to this Agreement to the other party pursuant to the provisions of this Agreement, either party may do so by registered letter to the following addresses:

1. Association to Board
   Administration Building
   707 Stevenson Boulevard
   New Kensington, PA 15068

2. Board to Association
   Association President
   His or Her assigned building/school
ARTICLE XIII
SIGNATURES

This Agreement is made and entered into this 28th day of September 2018 by and between the New Kensington-Arnold Education Support Professionals and the New Kensington-Arnold School District as witnessed below:

NEW KENSINGTON-ARNOLD ESP/
PSEA/NEA

Laura Walker
President, New Kensington-Arnold ESPA

NEW KENSINGTON-ARNOLD
SCHOOL DISTRICT

[Signature]
President, Board of School Directors

ATTEST:

[Signature]
Secretary

ATTEST: