

AGREEMENT

between

NORTH EAST SCHOOL DISTRICT

and

NORTH EAST EDUCATION SUPPORT

PROFESSIONALS/PSEA/NEA

July 1, 2017 - June 30, 2021

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Article I
Recognition

- A. The Board hereby recognizes the North East Education Support Professionals/PSEA/NEA as the exclusive bargaining representative of regular employees as set forth in the Pennsylvania Labor Relations Board Certification of Representatives No. PERA-R-1007-W dated January 5, 1972, and as amended, including secretaries, bus personnel, cafeteria personnel, attendance officer and teachers' aides, and excluding first level supervisors and confidential employees.

Article II
Term of Agreement

- A. The term of this Agreement shall begin on July 1, 2017 and shall continue in full force and effect until June 30, 2021, or until such date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affirming their signature hereto.

Article III
No Strike - No Lock Out Provision

- A. Both parties agree to faithfully abide by the provisions of its Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as the term is defined in Act 195) during the term of this agreement, and the employer pledges that it will not conduct or cause to be conducted, a lockout during the terms of this agreement.

Article IV
Board Responsibilities

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

Article V
General Savings Clause

If an article or section of this agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other articles and sections shall continue in full force and effect.

Article VI **Rights of Employees**

A. Discrimination and Coercion

1. Neither the Board nor any of its foremen, superintendents or other agents or representatives shall discriminate against any employee because such employee is a member of, or acting as, a steward, officer, or other agent or representative of the Association.
2. Neither the Association, nor any steward, officer or other agent or representative of the Association shall intimidate or coerce any employee, nor solicit members of funds in the buildings during working hours.
3. The Board will not discriminate against any of the employees in the payment of wages, assignment of jobs, seniority, promotion, transfer, layoff, discipline, discharge or any other term or condition of employment because of race, creed, color, religion, marital status, sex, age or national origin.
4. The Association shall not discriminate against any employee on account of race, creed, color, religion, marital status, sex, age, national origin or membership or non-membership in the Association.

B. Required Meetings or Hearings

1. Any member of the bargaining unit who is required to appear before the Board, administration or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position of employment or the salary or any wages pertaining thereto, shall, at his/her request, be entitled to have a representative of the Association to advise him/her and represent him/her during such meeting or interview.
2. In the event that the District schedules an arbitration hearing during an employee's regular working hours, and the employee is required to testify, the employee shall suffer no loss in pay.

C. Public Criticism

1. When in the course of performing assigned supervisory and administrative duties, an administrator finds it necessary to warn or reprimand an employee in such circumstances which would reasonably be considered demeaning, pejorative, or otherwise personally or professionally embarrassing, the reprimand or warning should be held in private confidential circumstances and never in the presence of students, other non-supervisor employees, or in the presence of the public, unless the circumstances justify immediate action.
2. Similarly, it is expected that employees, in fulfilling their duties, will proffer the same courtesies and standards of ethical conduct.

D. Personal Life

The personal life of any employee is not usually an appropriate concern of the employer, except as it affects his/her duties and responsibility to the employer, or his/her suitability for continued employment in the public schools.

E. Personnel Files

1. An employee shall have access to the official personnel file during the regular business hours. An employee may duplicate, free of charge, any material contained in the file.
2. The District shall place in an employee's file information of a positive nature indicating competencies, achievements, performance or other positive actions or attributes of the employee.
3. The District will submit a copy of any letter of reprimand, warning or derogatory material to the employee and request a signature, which acknowledges receipt of same. This signature does not indicate agreement with the content. The employee may write a rebuttal to any material in his/her file.
4. Only authorized District personnel will be permitted to place material in an employee's file.
5. An Association representative may accompany an employee when the employee reviews his/her personnel file, or the Association representative may review the file on his/her own if the employee has given written authorization.

F. Medication/First Aid

Employees who are required to administer medication to students or to provide first aid shall be indemnified and held harmless by the District for any liability arising out of the administration of medication or first aid, except for intentional harm or recklessness.

G. Unsafe and Hazardous Conditions

Any unsafe or hazardous conditions will be reported to the immediate supervisor.

H. School Closings

In the event that schools are closed for any reason over which the employee has no control, the District shall give notice as soon as practical after the decision is made to the local media on the day that school is to be closed. If the notice is not given to the media by that time, employees who are not notified through the telephone chain actually report to work and are sent home shall receive a minimum of two (2) hours' pay.

This section applies to employees whose presence is not usually required by the District when students are not to be in attendance or who are otherwise informed by the employer that it applies to them.

When schools are delayed or closed for inclement weather and employees are required to be at work, said employees will be allotted a reasonable amount of time to reach their work sit/station. Instructional and secretarial employees may make up a maximum of thirty (30) minutes of time if late during a two hour delay unless the immediate supervisor grants more. Employees may make up this time within the next two week pay period.

I. Just Cause

No employee who has completed the probation period set forth in Article XI, Section A (2), shall be discharged from employment without just cause.

The following limitation shall apply to the use of the grievance/arbitration procedure in such cases and shall act as limitations on an arbitrator's authority:

1. "Just cause" shall be deemed to exist in cases involving discharge, if, under the Public School Code and interpretive court decisions, the employee could have been lawfully discharged by the District.
2. Should a grievance under this Section involving a discharge be processed to arbitration, once an arbitrator concludes that the facts are such that an employee could have been lawfully discharged under the Public School Code and related interpretive authorities, he shall have no authority to modify the penalty or discharge or to reinstate the employee.
3. The grievance/arbitration procedure shall not be used to challenge warnings, reprimands, suspensions, or any form of discipline less than discharge, nor shall it apply in cases of layoff for non-disciplinary reasons.

Article VII
Association Rights and Privileges

A. Use of Facilities

The Association and its representatives shall be allowed the use of school buildings for meetings after school hours. Arrangements for such meetings shall be made with the principal of the building in which the meeting is planned or with the staff member in charge of such building.

B. Mail Facilities

The Association shall be allowed the use of the District's email system and the inter-school mailboxes, provided it does not interfere with regular school mail.

C. Bulletin Boards

In each school building and in the bus facility, the Association shall have adequate space on a bulletin board.

D. Use of School Equipment

1. The Association shall have the right to use duplicating equipment, computers, facsimile machines, typewriters, calculating machines and all types of audio-visual equipment owned by the North East School District.
2. Said equipment shall only be used for Association purposes.
3. The use of said equipment will not cause it to be diverted from or in any way interfere with employer use.
4. The Association will reimburse the District for any costs or supplies associated with using school equipment.

E. Information

1. Upon request from the Association president, the Board agrees to supply copies of agendas and minutes of all public Board meetings when distributed to Board members.
2. The Board, upon request of the Association president, will also supply, at reasonable intervals, the following items:

Financial data (budgets, audits, etc.)
Personnel roster of employees
Names and addresses of employees
Seniority list of employees listing last date of hire
Wage rates of all employees
Sick leave or other paid leave credit of all employees

Job classifications of all employees
Job descriptions of all employee positions

F. Exclusive Rights

The rights and privileges of the Association and the representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization.

G. Seniority Roster

The Association president shall receive a seniority list of the bargaining unit at least once per year.

H. Contracts

On or before the first day of employment, new employees will be provided with a copy of the current bargaining agreement between the District and the Association.

I. Association Leave

Up to five days (total per year) with pay shall be available for representatives of the Association to attend conferences or conventions of state and national affiliated organizations. The Association shall reimburse the District for the cost of substitutes. The Association president shall designate who may use those days for Association business. Those using the days must give two weeks' advance notice.

If the Association leave provisions contained in the North East Education Association contract are extended beyond the above, those provisions shall apply to this contract as well.

J. Dues Deduction

1. The Board shall deduct from the salary of the member, membership dues of the Association and transmit the deductions to the Association provided the Board has been presented with an authorization form signed by the individual members authorizing such deductions.
2. The monies deducted in accordance with paragraph #1 of this section shall be transmitted to the Association on a monthly basis.
3. The Association shall indemnify, defend and save the Board harmless against all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon the payroll deduction authorization forms submitted by the Association to the Board.
4. All payroll deductions authorization forms shall be collected and approved by the Association, which shall submit same to the Board. These authorization forms shall remain in effect until the expiration of the present agreement between the

North East School Board and the North East Education Support Professionals/PSEA/NEA.

5. Payroll deduction authorization forms shall be printed at the expense of the Association in the following form and presented to the Board when an employee joins the Association.
6. The monies will be deducted in fifteen (15) equal consecutive installments starting with the first pay of November of each year covered by this agreement.

PAYROLL DEDUCTION AUTHORIZATION FORM

NAME _____

ADDRESS _____

SOCIAL SECURITY NUMBER _____

BUILDING _____

I, the undersigned, an employee of the North East School District, authorize the North East School District to deduct regular membership dues from my salary as certified by the authorized officers of the North East Education Support Professionals/PSEA/NEA.

This authorization is to remain valid until the expiration of the present Agreement between the North East School Board and the North East Education Support Professionals PSEA/NEA, or any extension thereof, unless a written revocation is given to the North East School Board and the North East Education Support Professionals PSEA/NEA during the fifteen (15) day period prior to the expiration date of the present agreement.

SIGNATURE _____ DATE _____

Approved by the North East Education Support Professionals PSEA/NEA.

BY _____

Membership Chairperson

Article VIII
Wages, Hours and Benefits

A. Hours of Work and Overtime

1. Determination of the work schedule shall be made by management. Schedules may be changed by the management from time to time to suit changing conditions in routes and buildings, provided that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known to all impacted personnel. A minimum of one (1) day notice must be given for any schedule change. Monday through Friday shall be considered a regular work week.
2. The minimum workday hours for Secretaries (Class 1-A and Class 1-B), will allow for 7¾ hours per day during the school year and six hours per day during the summer.
3. Time and one-half (1½) shall be paid for all work in excess of forty (40) hours in any one week. No employee shall be laid off from regularly scheduled hours of employment for the purpose of offsetting overtime or premium pay. An employee who is absent due to a bona fide paid illness, a vacation or paid holiday shall not have the absence offset for the purpose of calculating overtime.
4. An employee who is called back for emergency work after leaving for home at the termination of his/her regularly scheduled shift shall be guaranteed a minimum of one (1) hour pay at his/her regular rate.
5. The District will make a reasonable effort to distribute overtime uniformly to employees within the same classifications and building or site. In doing so, the District may take into account the varying capabilities of employees in the same classification.

B. Classification of Employees

- 1-A At least 250 days – full summer employment, 6 hours per day or more
- 1-B At least 186 days – 34 days of summer employment, 6 hours per day or more
- 1-C At least 180 days, 5 hours per day or more
- 1-D Bus Drivers – At least 180 days
- 1-E Transportation Aides – At least 180 days
- 2-A At least 180 days but less than 5 hours per day
- 2-B At least 180 days but less than 2¾ hours per day
- 2-C Probation

Departments	Classification of Employees
Cafeteria	Class 1-C, Class 2-A, Class 2-B
Secretarial	Class 1-A, Class 1-B, Class 1-C, Class 2-A, Class 2-B
Instructional	Class 1-C, Class 2-A, Class 2-B
Transportation	Class 1-D, Class 1-E

C. Vacations

1. All Class 1-A employees shall be entitled to paid vacations in accordance with the following schedule:

Less than 12 months	5 days
At least one year but less than ten	10 days
At least ten years but less than twenty	15 days
At least twenty years or more	20 days

2. It is recognized that absence of service personnel during school time imposes undue hardship on the functioning of the school system; therefore, requests for vacations during the time that school is in session are discouraged. Service personnel may be granted a portion of their vacation when school is in session only under special circumstances providing permission is recommended by the immediate supervisor and approved by the Board or an agent of the Board. Requests for this special consideration must be made two (2) weeks prior to the time of the intended vacation.
3. An employee who terminates his/her employment shall be entitled to any unused, earned vacation pay on a pro-rata basis for months of work in the current year, providing proper notice of at least fourteen (14) days is given.

D. Holidays

1. For the purpose of this Agreement, all Class I-A employees shall be eligible for the following holidays. If changed by state law, the legal day shall be observed.

New Year's Day	Independence Day	Friday after Thanksgiving
Good Friday	Labor Day	Day Before Christmas
Memorial Day	Thanksgiving Day	Christmas Day
		Day Before New Year's

If a holiday falls on a Saturday, said holiday will be celebrated on the preceding Friday. If a holiday falls on a Sunday, said holiday will be celebrated on the following Monday. This shall not apply if the Friday or Monday are days when students are in attendance.

2. For the purpose of this Agreement, all Class I-B employees shall be eligible for the following holidays. If changed by state law, the legal day shall be observed.

Thanksgiving Day	Day Before New Year's
Day Before Christmas	New Year's Day
Christmas Day	

If a holiday falls on a Saturday, said holiday will be celebrated on the preceding Friday. If a holiday falls on a Sunday, said holiday will be celebrated on the following Monday. This shall not apply if the Friday or Monday are days when students are in attendance.

E. Lunch

All five (5) hour or more employees will receive a one-half (1/2) hour duty-free unpaid lunch break, scheduled so as not to interfere with operations. Cafeteria employees shall not take the lunch break until lunch for students has ended. Drivers shall not take lunch until driving duties are over.

In the event that a special education instructional aide is unable to receive a duty free lunch while on an all day community based instruction (CBI) trip, the employee lunch will be reimbursed. Half day CBI trip lunches will not be reimbursed.

F. Cafeteria Uniforms

The District will provide a new shirt at the beginning of each semester for cafeteria workers and dining room aides if requested.

G. Wages

The following wages and conditions will be effective during the term of this contract for hours worked:

Cafeteria Department

	2017-18	2018-19	2019-20	2020-21
Head Cook	\$15.54	\$15.86	\$16.17	\$16.50
Cook/Helper	\$12.70	\$12.95	\$13.21	\$13.48
Cook/Helper (hired after 1/1/18)	\$11.87	\$11.99	\$12.11	\$12.23

Banquets/Extra Meals

Head Cook (add \$2.00 to regular established rate)	+ \$2.00
Cook (add \$2.00 to regular established rate)	+ \$2.00

Banquet pay rate will apply to those employees who do not exceed the forty (40) hours where time and one-half (1½) shall commence. Only one employee shall be designated and paid at the Head Cook rate per event.

Instructional Department

	2017-18	2018-19	2019-20	2020-21
Dining Room & Playground Aides	\$11.83	\$12.07	\$12.31	\$12.56
Personal Care Aides/Instructional Aides – not Highly Qualified	\$12.07	\$12.31	\$12.55	\$12.81
Personal Care Aides/Instructional Aides w/ CNA, LPN - Highly Qualified/Pool Aide with CPR/WSI Certification	\$13.31	\$13.58	\$13.85	\$14.13
Dining Room & Playground Aides (hired after 1/1/18)	\$8.84	\$8.93	\$9.02	\$9.11

Personal Care Aides/Instructional Aides – not Highly Qualified (hired after 1/1/18)	\$10.81	\$10.92	\$11.02	\$11.13
Personal Care Aides/Instructional Aides w/ CNA, LPN - Highly Qualified/Pool Aide with CPR/WSI Certification (hired after 1/1/18)	\$12.37	\$12.50	\$12.62	\$12.75

Secretarial Department

	2017-18	2018-19	2019-20	2020-21
Group A	\$20.40	\$20.86	\$21.33	\$21.81
Group B	\$18.08	\$18.48	\$18.90	\$19.33
Group C (hired after 1/1/18)	\$15.85	\$16.01	\$16.17	\$16.33

Transportation Department

	2017-18	2018-19	2019-20	2020-21
Bus Drivers: Daily Base Run (3.5 Hours Minimum)	\$18.78	\$18.96	\$19.15	\$19.34
AEP Driver and Aide (1 ½ Hour Minimum)	\$13.73	\$13.80	\$13.87	\$13.94
Van Drivers without CDL License	\$12.02	\$12.08	\$12.14	\$12.20
Transportation Aides	\$11.89	\$12.01	\$12.13	\$12.25

Transportation Supplementals

½ Hour Minimum (except fueling)	2017-18	2018-19	2019-20	2020-21
Activity Runs	\$13.14	\$13.18	\$13.21	\$13.24
Driver Training Course	\$13.14	\$13.18	\$13.21	\$13.24
Detention	\$13.14	\$13.18	\$13.21	\$13.24
Mail Run/Mid Day Run	\$13.14	\$13.18	\$13.21	\$13.24
CBI	\$13.14	\$13.18	\$13.21	\$13.24
Learn Route	\$10.95	\$10.97	\$11.00	\$11.03
Washing Bus (1 hr/week)	\$10.95	\$10.97	\$11.00	\$11.03
Fueling (1/2 hr maximum/week)	\$10.95	\$10.97	\$11.00	\$11.03

H. New Hire and Substitute Rates

The substitute pay rate and the pay rate for existing members transferring into a new position per Article XI shall be at the hired after 1/1/18 rate of pay for all categories.

When a new position is created, the Board of Directors and the Association representative shall negotiate a starting rate.

I. Payment

All payroll disbursements shall be made by direct deposit effective July 1, 2018. All new employees hired after January 1, 2018 will be paid bi-weekly with no option to prorate payments on an annual basis.

Article IX
Insurance - Full-time Members, 1-A or 1-B

A. Life Insurance - Full-time Members; 1-A or 1-B

1. The North East School District will pay the entire cost of the premium for a \$30,000 life insurance policy with accidental death and dismemberment provision for Class 1-A and Class 1-B full-time members. The benefit of the policy will be payable in full to the designated beneficiary in accordance with the terms of the policy.
2. The North East School District will pay the entire cost of the premium for a \$5,000 life insurance policy with accidental death and dismemberment provision per member for Class 1-C, 1-D, 1-E, 2-A and 2-B members. The benefit of the policy will be payable in full to the designated beneficiary in accordance with the terms of the policy.

B. Health Care Insurance - Full-time Members 1-A or 1-B

1. Subject to Paragraphs 2 and 3 below and Section E below, the District shall pay the premium for health insurance and prescription drug coverage for only the individual member:
2. Class 1-A and Class 1-B employees hired prior to July 1, 2017, as defined in Article VIII-Section B, may retain dependent coverage with the premium paid by the District subject to Paragraph 3 below.
3. Employees enrolled for coverage shall pay the following monthly contributions through payroll deduction:

Year	Individual	Hired prior to July 1, 2017		
		Parent/Child	Husband/Wife	Family
2017-18	\$71.24	\$85.00	\$88.74	\$93.74
2018-19	\$72.50	\$95.00	\$102.50	\$112.50
2019-20	\$73.76	\$105.00	\$116.26	\$131.26
2020-21	\$75.00	\$115.00	\$130.00	\$150.00

C. Dental Care Insurance - Full-time Members 1-A or 1-B

1. Subject to Paragraph 2 and Section E below, the District shall pay the premium for dental insurance coverage for only the individual member:
2. Class 1-A and Class 1-B employees hired prior to July 1, 2017, as defined in Article VIII-Section B, may retain dependent coverage with the premium paid by the District.

D. Vision Care Insurance- Full-time Members 1-A or 1-B

1. Subject to Paragraph 2 and Section E below, the District shall pay the premium for vision insurance coverage for only the individual member:
2. Class 1-A and Class 1-B employees hired prior to July 1, 2017, as defined in Article VIII-Section B, may retain dependent coverage with the premium paid by the District.

E. Health, Dental and Vision Care Insurance

1. Eligible employees shall have the same health care and prescription drug, dental care and vision care plan design, as those which prevail from time to time for members of the North East Education Association.
2. Retired members shall be permitted to retain health care, dental care and vision care insurance coverage as a member of the unit group until age 65 by paying their own premium in accordance with regulations established by the District.
3. Part-time employees (Class 1-C, 1-D, 1-E and 2-A) not eligible for individual coverage and full-time employees (Class 1-A and 1-B) not eligible for dependant coverage may purchase individual or dependent health care, dental care and vision care coverage by paying the full cost of the individual or dependant premiums in accordance with regulations established by the District.
4. Coverage will become effective on the first of the month following a thirty (30) day waiting period.

F. Section 125 Program

The North East School District shall establish the Security Flex 125 Program. Security Benefit will be the 125 administrator and insurance carrier in accordance with the provisions of Section 125 of the Internal Revenue Code. Employees may voluntarily participate in the Flexible Spending Account to pay for dependent care and unreimbursed medical expenses in accordance with the provisions of Section 125 of the Internal Revenue Code.

North East School District will establish a payroll deduction slot for Security Benefit. An employee may elect to withdraw or enroll from the plan on a yearly basis at times approved by the District, the plan administrator and the Internal Revenue Code.

Article X
Leaves of Absence

A. Sick Leave

1. Employees shall be credited the following number of personal sick leave days at the beginning of each school year. There is no restriction on the number of days for accumulative sick leave.

Classification	Days	½ Day Increments
Class 1-A	10	Yes
Class 1-B	10	Yes
Class 1-C	9	Yes
Class 1-D	6	Yes
Class 1-E	6	Yes
Class 2-A	5	No
Class 2-B	5	No

2. Sick leave daily rate is based upon regular and base run hours per day as approved annually. Supplemental hours are not included in sick leave day pay calculation.
3. Employees with less than one (1) full year of service shall be credited with personal sick leave days on a prorated basis.
4. An employee hired for positions within different departments will receive the corresponding number of sick leave days for each position. If the combined hours of the different department positions exceed five (5) hours or more per day, then the employee will be credited the number of sick leave days per the Class 1-C classification.
5. An employee shall be required to furnish a doctor's certificate for sick time exceeding three (3) continuous days of absence. Sick pay will be paid for regular time only.
6. An employee whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of his/her paid sick leave, may be granted a leave of absence without pay, by the Board for the duration of his/her illness, not to exceed one (1) year.
7. An employee granted such a leave as in #6, shall not be eligible for fringe benefits or accrue retirement, vacation, sick leave, or seniority during this period of sick leave, except as otherwise provided by state or federal law.

Said employee's life and health insurance will be maintained on school district policy rates if employee elects to pay total cost monthly in advance.

8. Employees who apply for and are granted a family medical leave of any type by the school board of directors for up to the maximum of twelve (12) weeks must use all days available to them concurrently during the leave period. Any unused personal, vacation, sick days or unpaid leave days available to the employee through the district must be used at the onset of the leave for the approved time of the leave. Once these days are expended, the employee remains on unpaid leave. During the portion of FMLA leave that is not covered by paid leave entitlements the employee is responsible for remitting to the District any required contribution toward the cost of insurance.

B. Personal Leave of Absence

1. Each bargaining unit member shall be granted two (2) days of unrestricted absence per year for personal reasons without loss of pay. This may be taken in half-day units. Except for emergency situations, written notice shall be given to the Superintendent, through the immediate supervisor, at least three (3) days in advance of taking leaves under this section.
2. On any given day, no more than 15% of the members of each Class A, B, C, D or E shall be absent under Subsection 1 above, to protect the normal functioning of the District. If more than one request is made for time off, it shall be granted at the discretion of the Superintendent in regard to the availability of substitutes.
3. No more than five (5) personal leave days may be accumulated for any school year, nor may any employee utilize more than five (5) personal days in any school year. Any additional days not used shall be credited to the employee's accumulated sick leave as of the beginning of the following school year.

C. Bereavement Leave

1. When an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days. Immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in same household.
2. When an employee is absent because of death of a near relative, there shall be no reduction in salary of said employee for an absence of one (1) day to attend the funeral or memorial service with prior approval from the superintendent or designee. Near relative is defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law and grandchild.

D. Jury Duty and Court Leave

An employee who is (1) called for jury service in a county, state or federal court of record sitting in Pennsylvania, by order of such court having personal jurisdiction over the employee, or (2) subpoenaed as a witness in any proceeding arising out of District employment (except actions in which any employee, former employee or the Association is a party adverse to the District) shall be excused from work for the days on which the employee serves or appears, without loss of pay. In order to be eligible for such benefit, the employee shall notify the employee's supervisor, in writing, immediately upon receipt of the jury duty notification or the subpoena. After such duty, the employee shall present proof of compliance form the appropriate public official and return to the North East School District the amount of pay received for such duty exclusive of any mileage allowance.

E. Military Leave

1. A military leave of absence, with re-employment rights upon completion of the leave, shall be granted to an employee in conformance with state and federal regulations governing such leave and re-employment.
2. Employees shall be granted a military leave of absence for reserve training for a period of fifteen (15) days with pay as prescribed by law.

F. Child Rearing Leave

1. Upon the birth of a child, child rearing leave for a fixed period, up to a maximum of one (1) year, shall be granted at the request of an employee. Extensions beyond the initial request may be granted upon receipt of a written request to the Superintendent.
2. Requests for leave shall be made no later than one (1) month prior to the anticipated commencement of the leave. In the case of employees giving birth, the leave must commence by the date of birth. In the case of male employees, the leave must commence on the date of birth. All leaves shall be consecutive and a return to work will end all rights to further leave occasioned by that birth.
3. Employees who are pregnant will be permitted to continue to work as long as they are capable of doing so without health risk. In cases where such employees desire to work beyond the sixth (6th) month of pregnancy, they must obtain from their attending physician written advice that the performance of regular duties poses no health risk. This medical advice must be repeated each subsequent month until absence from work commences. If the employee cannot obtain such medical advice, the employee will be deemed disabled and eligible to utilize accumulated sick leave.
4. A written statement from the physician of an employee who has given birth shall be submitted verifying fitness to return to required duties as a prerequisite of return to work at the expiration of any period of disability or child rearing leave.

5. An employee is entitled to use all credited sick leave and accrued vacation time for the period during the leave that they are actually disabled from work as a result of pregnancy or child birth, as certified by a physician. All other portions of the leave recognized by this Article shall be without pay.

G. Adoption Leave

The District shall grant leaves of absence to employees for adoption according to the following terms and conditions:

1. Upon determination of the date of adoption, the employee shall notify the Superintendent in writing of such date. When said notice is received by the Central Office, the employee may submit a request for leave of absence.
2. The said leave shall be granted up to a maximum of one (1) year. If the employee desires to return to work before the expiration of the leave, the request must be submitted in writing to the Superintendent at least thirty (30) calendar days prior to the desired return to work date.
3. Additional adoptions during the period of leave cannot be used to gain additional adoption leave.
4. The employee applying for and securing a leave of absence under the provisions of this Section shall not receive salary from the effective date of said leave until the employee returns to full-time employment in his/her job classification.

H. General Leave

Upon written application, an unpaid leave of absence for a specified period of time and purpose may be granted to employees not to exceed fifteen (15) working days at the discretion of the Board or its designee. The action of the Board in granting or denying such a request shall not be subject to the grievance and arbitration procedure.

I. Conferences

In the interest of improving professional capabilities, all employees are encouraged to participate in these programs. When approved by the Board or its designee, leave will be granted with full pay. The Board will reimburse the employee for reasonable expenses, including fees, meals, lodging and transportation.

The District will provide twenty (20) hours of para-educator training per year to employees of the instructional department requiring such training under Chapter 14 regulations for Special Education services and programs. Member may be reimbursed up to twenty (20) hours if training is conducted outside regular scheduled work hours.

J. Miscellaneous

Except as may otherwise be provided in this Agreement or by law:

1. Seniority shall accrue during any paid leave of absence.
2. During any unpaid leave or unpaid leave extension, the employee shall retain but not further accumulate seniority or credit for any retirement, vacation, sick leave or other fringe benefit.
3. For employees assigned to work in school buildings, or otherwise, upon return from any leave the employee shall be placed in the employee's former job or a comparable job, if qualified, the position is in existence and work is being performed in the position; or to another position for which he/she is qualified if the position is eliminated.

Article XI
Seniority

A. Seniority

1. The term seniority means a preferred position for specific purposes which one employee within the school district may have over another employee within this bargaining unit because of a greater length of continuous service within the school district.
2. Seniority cannot be transferred from department to department within the bargaining unit.
3. A new employee of the North East school District shall service a satisfactory probationary period of sixty (60) scheduled working days prior to being considered for appointment.

B. Transfers

1. Employees desiring to transfer to a posted position shall submit a written request to their immediate supervisor stating the reason for the requested transfer. If the Board or its agent in its discretion agrees to such transfer, the employee shall be entitled to maintain his seniority rights.
2. No vacancy or new position in the bargaining units will be filled by hire, transfer, or promotion until such vacancy has been posted for a period of five (5) working days with all department heads, and present employees have had the opportunity to apply for such positions and to have their applications considered. All transfers will be made on a probationary basis of forty-five (45) scheduled workdays.

3. All transfers within the same job title as outlined in Article XI shall have no reduction in pay. Those transferring shall serve a forty-five (45) day probationary period.
 4. An employee transferred to the same or higher classification will, at his/her discretion, have five (5) working days from the time he/she starts the new job to return to his/her previous position.
- C. In case of a reduction in force or elimination of a function, employees in the bargaining units shall be laid off in accordance with seniority provided that employees with proper skills and qualifications remain to perform required work.

No new employees shall be hired until all bargaining unit members on layoff shall have been recalled to positions for which they are qualified.

- D. An employee shall cease to have seniority and the employee status shall be ended in the following situations:
1. The employee quits or resigns or retires.
 2. The employee is discharged and the discharge is not reversed.
 3. The employee is absent for three (3) consecutive working days without notifying the immediate supervisor of a valid reason for the absence. If such immediate supervisor is absent or unavailable, such notice shall be given to the Central Personnel Office
 4. The employee fails to report to work immediately upon termination of the employee's leave of absence, unless it is otherwise extended in advance in writing by the Board or its designee.
 5. The employee is absent for any reason for more than twenty-four (24) months.
 6. While on layoff status, the employee is recalled and fails to report to work within seven (7) calendar days of the work reporting date. Notice of such work reporting date shall be considered to be the mailing of a letter by certified mail, postage prepaid, to the last address given by the employee in writing to the Board, with a copy of the letter being hand delivered or sent by certified mail, postage prepaid, to the Association.
 7. While on leave of absence, the employee engages in outside full-time employment, except as authorized by the Board.
- E. Whenever seniority is a consideration for making a determination within this Agreement and two or more employees have the same seniority as defined in Section A of this Article, the determination shall be made as follows:

1. Date of Board appointment
2. Earliest date of application
3. By lot

F. All cafeteria workers, excluding head cooks, shall attend a meeting within one week of the end of the school for annual bidding. Should any cafeteria worker be unable to be present to exercise his/her bid, he/she may designate another District employee to exercise his/her bidding rights as if he/she were, in fact, present. A signed statement to verify the authority of the designated bidder shall be presented at the time of the bidding meeting. The designees' bid shall be binding on the absent cafeteria worker.

Article XII **Severance Benefits**

A. The North East School District shall pay to separating eligible employees who have been employed in this District for the last fifteen (15) years, severance payments as set forth in (B) below. Payment shall be made in a separate check with the employee's final pay check.

To be eligible for this payment, employees must provide the administration with an irrevocable notice of retirement and must apply for, and be eligible for, a benefit under the Pennsylvania Public School Employee Retirement System, said notice to be given sixty (60) days in advance of effective date.

Should an employee decide to retire under the provisions of the Pennsylvania Public School Employees Retirement System because of an emergency situation beyond the employee's control which prevents the employee from giving sixty (60) days notice of intent to retire, then the notice can be waived by the District.

Should an employee die while employed by this District and be otherwise qualified for a severance benefit, the payment will be added to his final check.

B. Benefit Amounts

Class 1-A and 1-B: \$65 per unused sick and personal leave days and \$40.00 per year for all the years served in the District with a maximum payment of \$9,000

Class 1-C and 1-D: \$45 per unused sick and personal leave days and \$40.00 per year for all the years served in the District with a maximum payment of \$7,000, except Class 1-C and 1-D members with greater than twenty (20) years of service as of June 30, 2017 shall have a maximum payment of \$9,000.

Class 1-E and 2-A: \$25 per unused sick and personal leave days and \$40.00 per year for all the years served in the District with a maximum payment of \$5,000

Any employee hired for positions within different departments will receive the corresponding number of unused sick leave days for each position but only one years of service calculation with a maximum of \$9,000.

Article XIII **Grievance Procedure**

It is in the interest of the general public, and in the interest of the school children that both employer and employees service, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement shall be resolved in accordance with the grievance procedure as follows:

A. Definitions

1. Grievance – A “grievance” shall mean a complaint by a member of the unit or a group of the same, that there has been an alleged violation, misinterpretation, or misapplication of a term or terms of this agreement.
2. Grieving Employee – A “grieving employee” is a person or persons making the claims.
3. Days – The term “days” when used in this procedure shall, except where otherwise indicated, mean working days; thus, weekend or vacation days are excluded.

B. Procedure

1. 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.

- a. The time limits specified may be extended by mutual agreement in writing.
- b. Presentation of the grievance shall be within fifteen (15) days of the time when the member of the unit has knowledge of the grievance.
- c. Failure of the grieving member of the unit to proceed to the next step of the grievance procedure within the time limits shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning the particular grievance.

2. Level One – Immediate Supervisor

- a. Any member or members of the unit may present his/her/their grievance to his/her/their immediate supervisor. Such grievance shall be in writing and must state specifically (1) That the grievance procedure is being invoked; (2) The nature of the grievance; (3) The specific terms of the contract on which the grievance is based. The grieving employee(s) may appear alone or with a representative of the Association.

- b. Within five (5) days of the receipt of the grievance, the immediate supervisor shall inform the grieving employee(s) and the Association of his/her decision and shall provide same with a brief statement in writing of the reason.

3. Level Two – Superintendent

- a. If the grieving employee(s) is/are not satisfied with the disposition of his/her/their grievance at Level One, or if no decision has been rendered, he/she/they shall file the grievance, in writing concurrently with the superintendent and the bargaining agent within five (5) days after the decision at Level One or ten (10) days after the grievance was presented. If a representative is to appear, this shall be designated in the written appeal or in the initial conference.
- b. Within ten (10) days of receipt of said appeal, the superintendent or his designated representative shall conduct a hearing. The grieving employee(s) and the Association shall be notified in writing of a designated representative shall conduct the hearing.
- c. The immediate supervisor of the grieving employee(s) who rendered a decision on Level One shall be given notice and the opportunity to be present and participate in the hearing.
- d. Within ten (10) days of the hearing, the superintendent shall inform the grieving employee(s) and the Association of his/her decision and shall provide the same with a brief statement in writing of the reasons for the decision.

4. Level Three – School Board

- a. If the grieving employee(s) is not satisfied with the disposition of his/her/their grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the superintendent, he/she/they shall, within five (5) days after a decision by the superintendent or fifteen (15) days after the grievance was delivered to the superintendent, request in writing, a hearing by the Board at the next regular meeting. Providing a minimum of ten (10) days elapses before the next regular meeting, a hearing will be held by the Board of a committee of the Board at that meeting.
- b. Within ten (10) days of the hearing, the Board shall inform the grieving employee(s) and the Association of its decision and shall provide same with a written statement of the reason for the decision.

5. Level Four - Arbitration

The Association shall, within twenty (20) days of receipt of notification of the disposition of the grievance or within thirty (30) days of the hearing under Level Three notify the Board of the Association's desire for binding arbitration of the grievance. The Board and the Association will within ten (10) days of such notification begin selection of an arbitrator. Further provisions for the binding arbitration procedure shall be stated in Section 903, Act 195.

C. Miscellaneous

1. Assistance

a. A grieving member or members of the unit may seek and use the assistance of Association representatives in the presentation and for appeal of any grievance.

2. Unobstructed Use

a. It shall be the firm policy of the Board to assure to every member of the unit the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to his professional or employment status.

Article XIV
Transportation Department

A. **Bidding of Regular Bus Runs**

All drivers shall attend a meeting during the summer vacation for the purpose of reviewing available routes and the annual bidding of regular bus routes. Drivers will have the opportunity to review all regular routes as established by the transportation services coordinator.

Starting with the most senior driver, each driver will select his/her annual bus run until all runs are filled.

Should any driver be unable to be present to exercise his/her bid, he/she may designate another District employee to exercise his/her bidding rights as if he/she were, in fact, present. A signed statement to verify the authority of the designated bidder shall be presented at the time of the bidding meeting. The designee's bid shall be binding on the absent driver.

Any driver who cannot be present to exercise his/her bidding rights and fails to make bidding arrangements, shall be assigned one of the remaining runs, after all bids have been exercised.

B. **Extra-Curricular Bus Trips**

1. Each fall, winter and spring, the transportation services coordinator shall prepare a list of established extra-curricular athletic, band and cheerleader bus trips which will be posted in two (2) week increments on Fridays (paydays) four (4) weeks in advance. Drivers who have indicated an interest at the beginning of the season to participate in extra-curricular athletic bus trips will be awarded trips on the same Friday as above in two (2) week increments posted two (2) weeks in advance.
2. Extra-curricular athletic, band and cheerleader bus trips will be awarded on a rotation basis with an equal distribution of number of trips awarded to each eligible driver. If more than one driver is signed up for a particular trip and the drivers have equal distribution, the most senior driver will be awarded the trip.
3. In the event that an awarded driver is unable to do the trip and the trip is awarded to another driver, subject to paragraph 2 above, both drivers will be credited in equal distribution.
4. Extra-curricular field trips that are scheduled after the list is established will be posted on the bus garage bulletin board, and all interested drivers may bid on these bus trips. Posted runs shall be awarded to the most senior driver who must exercise his/her bidding rights no later than two (2) working days prior to the departure date.

5. The transportation services coordinator shall prepare a list of extra-curricular extended school year summer bus trips which will be posted on the bus garage bulletin board in early May and all interested transportation employees may bid on these bus trips. Posted runs shall be awarded no later than two (2) weeks prior to the first trip date to the most senior transportation employee who must exercise his/her bidding rights no later than three (3) weeks prior to the first trip date.

C. Meals Expense

1. A bus driver away on an extracurricular trip lasting more than five (5) hours, but less than ten (10) hours, will be reimbursed not to exceed a total of \$10.00 for the expense of meals when a dated receipt marked paid is provided by the driver with the weekly time sheet that includes the completed trip.
2. In the event an extracurricular trip lasts more than ten (10) hours, but less than fifteen (15) hours, the driver will be reimbursed not to exceed a total of \$20.00 subject to the documentation requirements as stated in paragraph 1 above.
3. In the event an extracurricular trip lasts more than fifteen (15) hours, the driver will be reimbursed not to exceed a total of \$30.00 subject to the documentation requirements as stated in paragraph 1 above.

D. Incentive Allowance

An incentive allowance of \$350.00 shall be paid for any driver completing 98% of all runs in a school year. Personal leave shall not be considered in determining eligibility for the incentive allowance.

E. CDL License

The District agrees to pay for the extra CDL licensing fees for all regular employed bus drivers.

F. Physicals

Employees required to have a CDL license will schedule their annual School Bus Driver Examination/DOT CDL physical at the District approved DOT certified medical examiner at no cost to the employee.

Article XV
Miscellaneous Provisions

A. **Evaluation**

All monitoring or observation of work performed by an employee for evaluation purposes shall be conducted openly and with the full knowledge of the employee.

This does not preclude the employer from seeking or using indirect or direct third party information as part of any evaluation.

B. **Volunteers**

The District may use the services of volunteers to perform work of the same nature as that done by bargaining unit members, provided that no bargaining unit members are placed on furlough as a result of the use of volunteers, and no bargaining unit member suffers the loss of regularly scheduled straight time hours as a result of the use of volunteers.

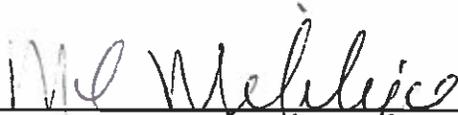
C. The parties agree that no additional negotiations on this agreement will be conducted on any items, whether contained herein or not during the life of the agreement.

D. **Printing Agreement**

Copies of this Agreement will be printed at the expense of the Board after agreement with the Association on the contract format. This Agreement shall be presented to all employees now employed and hereafter employed and shall be made available to all persons considered for employment by the Board. The Association shall be provided fifteen (15) copies of the printed Agreement without cost.

Article XVI
Effective Date

This Agreement is made and entered this 18th day of January 2018, and by and between the North East School District and the North East Education Support Professionals/PSEA/NEA.

By: 
Mr. Nicholas C. Mobilia, President
North East School District
Board of School Directors

By: 
Mrs. Noreen E. Tuttle, President
North East Education Support
Professionals/PSEA/NEA