

**AGREEMENT BETWEEN THE CLAYSBURG-KIMMEL SCHOOL  
DISTRICT  
AND  
THE CLAYSBURG-KIMMEL EDUCATION SUPPORT PROFESSIONALS  
ASSOCIATION/PSEA/NEA**

Ratified by the Claysburg-Kimmel Education Support Personnel Association/PSEA/NEA on xxx.

Approved by the Board of School Directors of the Claysburg-Kimmel School District on xxx.

I. RECOGNITION

The Claysburg-Kimmel Education Support Professional Association/PSEA/NEA, hereinafter called the bargaining unit, is hereby recognized by the Claysburg-Kimmel School District, hereinafter called the employer, as the bargaining agent for the bargaining unit under the conditions of the Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

II. TERM OF AGREEMENT

The term of this agreement shall begin on July 1, 2022, and shall continue in full force and effect until June 30, 2026, or until such later date as the two parties may hereinafter agree is to be the extended date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

III. NO LOCK OUT – NO STRIKE PROVISION

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

IV. DEFINITIONS

A. Full-Time 12-Month Employee:

A member of the bargaining unit who is scheduled to work six (6) hours or more per day over a twelve (12) month period.

B. Full-Time 9-Month Employee:

A member of the bargaining unit who is scheduled to work six (6) hours or more each day school is in session.

C. Part-Time 12-Month Employee:

A member of the bargaining unit who is scheduled to work at least two and one half (2 ½) and less than six (6) hours per day over a twelve (12) month period.

D. Part-Time 9-Month Employee:

A member of the bargaining unit who is scheduled to work at least two and one half (2 ½) and less than six (6) hours each day school is in session.

V. BENEFITS

A. Sick Leave

On July 1 of each year, each member of the bargaining unit shall be credited with annual paid leave days as follows:

Full-time 12-month employees:

    Upon Hire                    10 days

Full-time 9-month employees:                    10 days

Part-time 12-month employees:

    Upon Hire                    -                    10 days

Part-time 9-month employees:                    5days

The District reserves the right to require members of the bargaining unit to furnish a doctor's excuse for any absence claiming illness; however, after three (3) consecutive days of absence the employee *must* present a doctor's excuse in order to be paid sick leave pay for those days.

B. Paid Time Off Days

On July 1 of each year, each member of the bargaining unit shall be credited with annual paid time off days as follows:

## Full-time 12-month employees:

Upon Hire	14 days
After 5 years	20 days
After 10 years	35 days

## Full-time 9-month employees:

Upon Hire	3 days
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## Part-time 12-month employees:

Upon Hire	13 days
After 5 years	19 days
After 10 years	24 days

## Part-time 9-month employees

2 days

Annual paid time off days shall be scheduled and granted for periods of time requested by the employee, subject to the employer's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on leave at the same time, or there is a conflict in days selected, the employee with the greatest seniority, as it relates to the total years of continuous service, shall be given his/her choice of leave days. Leave days shall not be cumulative from year to year.

Current employees who have accumulated leave will be permitted to carryover all accumulated leave (leave accumulated as of 6/30/2022) until it is exhausted. Beginning with the 2022-2023 school year, employees will no longer carryover newly granted leave. Instead, employees may convert up to five (5) unused leave days (as of 6/30) to sick leave.

## Paid leave days may be taken with the following conditions:

- (a) The employee shall notify the superintendent at least two (2) school days in advance of the leave day.
- (b) Leave days shall be granted on a "first come, first served" basis.
- (c) Leave days shall not be granted to more than one member of the bargaining unit for any one day, for each of the following job categories, pending approval of supervisor:

Custodial/maintenance  
Cafeteria

### Aides

These conditions may be waived at the discretion of the supervisor (primarily, in the case of illness).

Employees may not take more than 10 consecutive Paid Time Off days without a physician's excuse or prior permission from the Superintendent.

#### C. Retirement Increment

The employer shall pay a retirement increment to the retiring members of the bargaining unit upon the following conditions:

1. The employee shall notify the employer of his/her intention to retire and enter into the Public School Employees Retirement System (PSERS) at least four (4) months in advance of the effective date of retirement.
2. Payment of the retirement increment shall be made during the month immediately following the effective retirement date.
3. The retirement increment shall be calculated based on unused Sick Leave/Paid Time Off days as follows:

2022-2023 \$55/unused Sick Leave/Paid Time Off Day  
 2023-2024 \$55/unused Sick Leave/Paid Time Off Day  
 2024-2025 \$60/unused Sick Leave/Paid Time Off Day  
 2025-2026 \$65/unused Sick Leave/Paid Time Off Day

#### D. Bereavement Leave

Each member of the bargaining unit shall be granted bereavement leave in accordance with the following schedule:

For a death of the following family members, three (3) days leave, with pay, will be provided to all employees. Family members shall be defined as father, mother, husband, wife, child, brother, sister, grandparent, parent-in-law, son/daughter-in-law, grandchild, or any person with whom the employee makes his/her home.

For the death of a ‘near relative,’ one (1) day leave, with pay, will be provided to all employees. “Near relative” shall be defined as aunt, uncle, niece, nephew, first cousin, brother/sister-in-law, and grandparent-in-law.

E. Life Insurance

The employer shall provide a term life insurance policy for members of the bargaining unit, as follows:

Full-time nine-and twelve-month Employees:

\$30,000

Part-time 12 and 9-month Employees\*\*

\$10,000

**\*\*Must work a total of 500 or more hours per year.**

F. Medical Insurance

The board agrees to provide the Highmark Blue Cross/Blue Shield Base Plan, or an equivalent plan, for employees as listed below.

For all employees, hired as Full-Time employees (6 or more hours), prior to July 1, 2017: Full coverage for the employee, and, if needed, for the employee’s eligible dependents.

For all employees, hired on or after July 1, 2017, for full-time positions (6 or more hours/day) and for current part-time employees who move into a full time (6 or more hours/day) position on or after July 1, 2017: single-only coverage for the employee. Such employees shall have the option to purchase coverage for their qualifying dependents through the District at their own expense.

Part-time employees are eligible to purchase health insurance coverage through the District at their own expense.

G. Flex plan

All Full-time Employees of the bargaining unit shall be eligible to enroll in both the dental and vision plans offered by the school district at no cost.

H. Payroll Deduction of Dues

Payroll deduction of association dues may be made for a period of time mutually agreed upon by the Claysburg-Kimmel Education Support Professional Association and the District.

I. Paid Holidays

All Full-time and Part-time 12-month Employees shall be granted the following paid holidays:

- |                  |                  |
|------------------|------------------|
| New Year’s Day   | Labor Day        |
| Good Friday      | Thanksgiving Day |
| Memorial Day     | Christmas Day    |
| Independence Day | Veteran’s Day    |

All Full-time 9-month employees shall be granted the following paid holidays:

- |                 |                  |
|-----------------|------------------|
| New Year’s Day  | Labor Day        |
| Good Friday     | Thanksgiving Day |
| Memorial Day    | Christmas Day    |
| President’s Day | Veteran’s Day    |

All Part-time 9-Month employees shall be granted the following paid holidays

- |                |                  |
|----------------|------------------|
| Christmas Day  | Thanksgiving Day |
| New Year’s Day | Good Friday      |
| Memorial Day   | Labor Day        |
| Veteran’s Day  |                  |

VI. HOURS

Full-time 12-month Employees: The normal workday shall include a 30-minute paid lunch break and a 10 minute paid break.

Part-time 12-month Employees: The normal workday shall include a 30-minute paid lunch break.

Full-time 9-month Employees: the normal workday shall include a 20-minute paid lunch break and a 10 minute paid break.

Part-time 9-month Employees: The normal workday shall include a 20-minute paid lunch break for employees working four (4) or more hours per day.

Employee may work more than their “normal working hours” as required by his/her supervisor.

VII. WAGES

The following hourly increases shall be in effect for the duration of the contract:

2022-2023	Minimum increased to \$11.50/hour; current employees earning less than \$12.00 per hour will be increased to \$12.00 or the
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negotiated increase, whichever is greater. Everyone earning more than \$12.00/hour as of 7/1/2022, \$0.75/hour increase

2023-2024	\$0.50/hour
2024-2025	\$0.50/hour
2025-2026	, \$0.50/hour increase

Effective July 1, 2022, the minimum wage paid for all employees under this contract is \$ 11.50 \_\_\_. On July 1, 2022, all current employees earning less than \$ 11.50 \_\_/hour will receive an increase to \$12.00\_\_\_ or an increase of \$\$0.75\_\_\_/hour, whichever is greater.

The hourly rate for all substitutes for positions under this contract will be \$11.50 /hour effective July 1, 2022. Current employees who substitute in a different position (i.e., Cafeteria Workers who substitute as Custodians) will earn the rate of pay as a substitute that they earn in their regular position. For example, a Cafeteria Worker earning \$14.50/hour as a Cafeteria Worker will earn \$14.50/hour as a substitute Custodian.

Each member of the bargaining unit shall be paid one and one-half (1 ½ ) times his/her regular pay rate for all hours worked in excess of forty (40) hour per week.

VIII. WEATHER DELAYS

In the event of a weather delay, staff is expected to report when safely able to do so, with no loss in pay.

When the District utilizes a Flexible Instruction Day (FID), paraprofessionals will take an applicable class/training that fulfills either Chapter 14 requirements or a District mandate. Cafeteria employees shall be permitted to use personal leave time, leave without pay, or they will be permitted to work up to three (3) days at the conclusion of the school year for the purposes of cleaning, training, or other duties.

IX. LENGTH OF SERVICE INCREMENT

Each member of the bargaining unit with more than ten (10) years of service in the Claysburg-Kimmel School District shall receive, during the 11<sup>th</sup> year only, an increment of \$0.10/hour which shall become a permanent part of the employee’s salary (for employees normally scheduled to work less than 1,000 hours per year, the hourly increment will be adjusted to the equivalent of \$100/year; this hourly increment will become a permanent part of the employee’s salary).

Each member of the bargaining unit with more than fifteen (15) years of service in the Claysburg-Kimmel School District shall receive, during the 16<sup>th</sup> year only, an increment of \$0.10/hour which shall become a permanent part of the employee’s

salary (for employees normally scheduled to work less than 1,000 hours per year, the hourly increment will be adjusted to the equivalent of \$100/year; this hourly increment will become a permanent part of the employee's salary).

Each member of the bargaining unit with more than twenty (20) years of service in the Claysburg-Kimmel School District shall receive, during the 21<sup>st</sup> year only, an increment of \$0.10/hour which shall become a permanent part of the employee's salary (for employees normally scheduled to work less than 1,000 hours per year, the hourly increment will be adjusted to the equivalent of \$100/year; this hourly increment will become a permanent part of the employee's salary).

Each member of the bargaining unit with more than twenty-five (25) years of service in the Claysburg-Kimmel School District shall receive, during the 26<sup>th</sup> year only, an increment of \$0.10/hour which shall become a permanent part of the employee's salary (for employees normally scheduled to work less than 1,000 hours per year, the hourly increment will be adjusted to the equivalent of \$100/year; this hourly increment will become a permanent part of the employee's salary).

#### X. CLEARANCES

Effective July 1, 2017: Initial clearances, required of newly hired members of the bargaining unit to comply with Act 153 of 2014 and/or for any other background check requirements, are the financial responsibility of the bargaining unit member. The District shall reimburse bargaining unit members for one-half (1/2) of the cost of renewals required for continued employment to comply with Act 153 of 2014 and/or for any other background check requirements. It is the responsibility of the bargaining unit member to submit proof of payment of any/all clearance renewals to the Business Office for reimbursement.

Notification: The District shall provide bargaining unit members no less than ninety (90) days written notification prior to the due date of the employee's required background check(s).

#### XI. FURLOUGH AND RECALL

If a reduction in work force becomes necessary, the most junior employee with a job classification will be the first affected, continuing in this manner to the employees with the most seniority. Recall shall be in inverse order of layoff. Employees who refuse a recall to a comparable position are removed from the recall list.

In all cases of layoff, an employee has the right to apply for and shall be eligible for, any job within or across his/her classification that is occupied by an employee with less seniority provided said employee has the qualifications, skills, and ability to perform the job duties (to be determined by Administration).

If it becomes necessary to reduce the work force, furloughed employees shall be carried on a roster for a period of twenty-four (24) months. At the end of twelve (12)



months, the employee must notify the district in writing, via registered letter, that said employee wishes to remain on the roster for the second twelve-month period.

## XII. VACANCIES

All employees shall be notified of vacancies and/or new positions at least five (5) days before the position is filled.

Employees shall have the right to apply for any position for which they are qualified. Administration will make every reasonable effort to fill position(s) from within the bargaining unit.

## XIII. MEMBERSHIP

A. A member must maintain his/her membership throughout the school year. This is not meant to imply that the employee must maintain union membership.

### B. Fair Share

As a result of the Janus vs AFSCME US Supreme Court ruling, the parties recognize that the aforementioned Fair Share language is not legally enforceable. If the Supreme Court decision in Janus vs AFSCME is reversed or overturned, or the collection of Fair Share fees is made legal in some other manner, the parties agree to resume enforcement of Article XIII, Section B.

## XIV. GRIEVANCE PROCEDURE

The parties to this agreement agree that an orderly and expeditious resolution of grievances arising out of the terms of this agreement shall provide for a four step process, which is described as follows:

STEP I The aggrieved person or persons initiating the alleged grievance shall present the grievance in writing and on a form provided by the employer to his/her first level supervisor or building principal within ten (10) school days after its occurrence. The first level supervisor or building principal shall reply in writing within five (5) school days.

STEP II If the action taken in Step I fails to resolve the grievance to the satisfaction of the aggrieved party, the grievance shall be referred, in writing, within five (5) school days. The aggrieved party must take the grievance to the superintendent within two (2) school days after he has received the written decision of the first level supervisor or building principal.

STEP III If the action taken in Step II fails to resolve the grievance to the satisfaction of the aggrieved party, the grievance shall be referred to the

Board of School Directors of the Claysburg-Kimmel School District at the next board meeting. The Board of School Directors must render a decision within ten (10) school days.

STEP IV If the action in Step III fails to resolve the grievance to the satisfaction of the aggrieved party, the grievance may be referred to the Association which, in its sole discretion, may refer the grievance to binding arbitration as provided in Section 903 of the Act. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of School Directors in Step III shall be final.

#### XV. WAIVERS

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the duration of this agreement.

#### XVI. CLAYSBURG-KIMMEL EDUCATION SUPPORT PROFESSIONAL ASSOCIATION/PSEA/NEA EXPENSES

All expenses of the Claysburg-Kimmel Education Support Professional Association/PSEA/NEA shall be borne by the Association.

#### XVII. SUCCESSOR AGREEMENT

For the length of this contract:

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns, AND,

All employees currently employed by the Claysburg-Kimmel School District shall be guaranteed employment with any successor employer.

XVIII. EFFECTIVE DATE AND SIGNATURES


This agreement is made and entered into this <sup>8<sup>th</sup></sup> XXX day of <sup>June, 2022</sup> XXXX, by and between the Claysburg-Kimmel School District and the Claysburg-Kimmel Education Support Professional Association/PSEA/NEA.

Claysburg-Kimmel  
Board of School Directors

Claysburg-Kimmel Education  
Support Professional Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

