

AGREEMENT

Between the

PALMERTON AREA SCHOOL DISTRICT

and the

PALMERTON AREA EDUCATION ASSOCIATION

2020-2021  
2021-2022  
2022-2023

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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this nineteenth day of November, 2019, by and between the BOARD OF DIRECTORS of the PALMERTON AREA SCHOOL DISTRICT, Box 350, PALMERTON, PA 18071, hereinafter referred to as the "DISTRICT" and the PALMERTON AREA EDUCATION ASSOCIATION, Palmerton, PA 18071, hereinafter referred to as the "Association"; which Association is, and has been recognized as the bargaining agent for the bargaining unit as set forth in Paragraph IV of the Joint Request for Certification submitted heretofore to the Pennsylvania Labor Relations District.

Both parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of this date and this Agreement may be altered, changed, added to, deleted from, or modified only through mutual consent, in writing, of the parties hereto.

Both parties also 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.

### RECOGNITION CLAUSE:

The Pennsylvania Labor Relations District (PLRB) recognizes the Palmerton Area Education Association (PERA-R-398-C), a local affiliated with the Pennsylvania State Education Association and the National Education Association, as the EXCLUSIVE REPRESENTATIVE of the employee of the above-named Employer in unit described below for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment.

UNIT: In a subdivision of the employer unit comprised of full-time classroom teachers under regular contract, nurses, guidance counselors, librarians and athletic trainer; and excluding supervisors, first level supervisors, and confidential employees as defined in the Act.

### I. TERM OF AGREEMENT

The term of agreement shall begin on July 1, 2020, and shall continue in full force and effect until June 30, 2023, 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.

### II. NO STRIKE - NO LOCKOUT PROVISION

Both parties agree to faithfully abide by the provisions of Act 195 known as the Pennsylvania Public Employee Bargaining Law. As a condition of the various provisions of this Agreement to which the parties have agreed, the District pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement and the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Section 301 (9) of Act 195) during the term of this Agreement.

### III. WAGES AND SALARY PROVISIONS

The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in Appendix A, made part of this Agreement and that the schedule of wages and salaries set forth in Appendix A shall be the schedule which shall remain in force for the period of this Agreement. In the event that the term of this Agreement shall be extended as provided in Section I, then a revised Appendix A shall be executed by the parties and attached to and made part of this Agreement, provided that wages and salaries are amended for the term of which this Agreement shall be extended.

Members of the bargaining unit shall have the following payroll options:

1. The District shall pay salaries every other Friday. If a payday falls on a bank or District holiday the payday shall occur the day before the holiday.

2. Bi-weekly payments, September through June, each of which shall be based on 1/26 of the annual salary rate, with the last pay in June to include all the money which would normally have been paid in July and August. Each pay shall occur every other Friday. If a payday falls on a bank or District holiday the payday shall occur the day before the holiday.

Notice to exercise option two must be made each year in writing to the Business Office by April 1 of the school year in which the employee wants to exercise this option. The employee must specify in his/her letter the dollar or percentage amounts to be deducted for federal income taxes, credit union, tax sheltered annuity, and other deductions in which the employee determines the deduction amount. If the April 1 deadline is not met, the employee's request will not be honored.

Direct deposit of payroll at a bank or financial institution designated by the employee will be mandatory for all employees.

#### **IV. OTHER EMPLOYEE BENEFITS**

The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Appendix B attached to and made part of this Agreement. Any change in other employee benefits to which the parties may agree, conditioned upon a change in the term of this Agreement as provided in Section I, shall be evidenced by a revised Appendix B which shall be executed by the parties and attached to and made part of this Agreement.

#### **V. PART-TIME PROFESSIONAL AND LONG-TERM SUBSTITUTE EMPLOYEES**

Part-time professional employees who are employed at least one-half of the hours of full-time professional employees shall be entitled to all rights, the appropriate salary step contained in this Agreement and pro-rated share of all benefits, except Item B.16, Pro-rations of benefits, (i.e. life insurance, medical insurance, dental insurance, tuition reimbursement) and salary shall be based on the fraction of a regular school day which the part-time professional employee has been contracted to work. The part-time professional employee shall have the right to refuse all prorated benefits or to contribute that portion of all such benefits not covered by the District. Long-term substitutes who are employed in excess of ninety-three (93) consecutive work days in a single instructional year shall be entitled to all rights and benefits, except Item B.16 contained in this Agreement.

Determination of salary compensation for all such employees shall be the sole prerogative of the Board of School Directors. If a long-term substitute is subsequently hired as a professional employee, he/she shall be entitled to receive full credit for his/her years (or fraction thereof) of service as a long-term substitute in the District.

#### **VI. EXTRA-CURRICULAR ACTIVITIES**

See Appendix C

#### **VII. GRIEVANCE PROCEDURE**

The parties agree that only grievances which arise out of the application or interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Appendix D attached hereto and made part of this Agreement.

## **VIII. REDUCTION IN FORCE**

The parties to this agreement understand and acknowledge that under current law, any reduction in force of professional staff members must be implemented in accordance with the Pennsylvania School Code.

In the event this legislation is no longer applicable or amended to allow the issue to be the subject of bargaining, the parties will revert to the language from the 2012-2016 Collective Bargaining Agreement, which is found in Section VIII, Page 4 of that agreement.

## **IX. JUST CAUSE**

Dismissals and disciplinary suspensions shall be for just cause only.

## **X. FAIR SHARE**

Any employee covered by this agreement, and not an Association member, shall pay the Association an amount equal to the fair share defined in Act 84 of 1988. Fair share fees shall not under any circumstances include any contribution to a PAC. The District shall be held harmless from any litigation that may arise in relation to this provision.

## **XI. WAIVERS**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations will be conducted on any item or matter, during the life of this Agreement.

## **XII. PREROGATIVES OF THE DISTRICT**

It is understood by the parties that under the laws of the Commonwealth of Pennsylvania, the District is forbidden to, and by this Agreement does not waive any rights or powers granted it by such laws. Policy and management of the Palmerton Area Schools is vested solely with the District.

## **XIII. GENERAL**

- (a) In the event any provision of this Agreement shall be determined by a competent court of record to be in conflict with state statutes, only that provision shall be stricken and all other provisions of the Agreement shall continue in force.
- (b) The parties agree that the school years for the term of this agreement shall consist of one hundred eighty-six (186) teacher days;  
The days shall be divided in the following manner, one hundred eighty (180) pupil days, and six (6) in-service/Act 80 days to be scheduled by the District as needed throughout the contract year.
- (c) It is recognized by both parties that the number of work days per year for the athletic trainer will be determined by the athletic needs and pre/post-season schedules. It is further recognized that daily and weekly schedules will vary and are different from a teacher's schedule.
- (d) The professional work day shall continue to be 7 hours and 20 minutes with the exception of late starts and early dismissals when called by the Superintendent or said designee. Act 80 and in-service days are professional work days. The Junior/Senior High work day will be 7:20 am to 2:40 pm and the Elementary work day will be 8:05 am to 3:25 pm on student school days.
- (e) Teachers may leave the premises during their 30-minute duty-free lunch.
- (f) The District and the Association, through its duly authorized representatives, agree to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon in accordance with Sections 702 and 301(17) of the Public Employee Relations Act (Act 195). The District hereby agrees to meet and discuss any proposed change in the school day or preparation period prior to the implementation thereof.  
The District shall give at least ten (10) days' notice of any such change.
- (g) The provisions of this Agreement shall be applied without regard to place of residence.



**APPENDIX A – SALARY SCHEDULES**

**Palmerton Area School District  
2020-2021 SALARY SCALE AND MATRIX**

**2020-2021 SALARY SCHEDULE**

<b>STEP</b>	<b>BACH.</b>	<b>B+24</b>	<b>M/MEQ</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
1	\$46,500	\$47,000	\$48,000	\$49,000	\$50,000	\$51,000	\$52,000
2	\$47,000	\$47,500	\$48,500	\$49,500	\$50,500	\$51,500	\$52,500
3	\$48,000	\$48,500	\$49,500	\$50,500	\$51,500	\$52,500	\$53,500
4	\$49,000	\$49,500	\$50,500	\$51,500	\$52,500	\$53,500	\$54,500
5	\$50,000	\$50,500	\$51,500	\$52,500	\$53,500	\$54,500	\$55,500
6	\$50,500	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000
7	\$51,500	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000	\$57,000
8	\$53,000	\$53,500	\$54,500	\$55,500	\$56,500	\$57,500	\$58,500
9	\$55,000	\$55,500	\$56,500	\$57,500	\$58,500	\$59,500	\$60,500
10	\$56,600	\$57,100	\$58,100	\$59,100	\$60,100	\$61,100	\$62,100
11	\$58,650	\$59,150	\$60,150	\$61,150	\$62,150	\$63,150	\$64,150
12	\$60,500	\$61,000	\$62,000	\$63,000	\$64,000	\$65,000	\$66,000
13	\$62,100	\$62,600	\$63,600	\$64,600	\$65,600	\$66,600	\$67,600
14	\$63,650	\$64,150	\$65,150	\$66,150	\$67,150	\$68,150	\$69,150
15	\$65,750	\$66,250	\$67,250	\$68,250	\$69,250	\$70,250	\$71,250
16	\$72,947	\$73,200	\$74,200	\$75,200	\$76,200	\$77,200	\$78,268
17	\$78,558	\$79,754	\$80,934	\$81,670	\$82,411	\$83,894	\$85,433
TRAINER	\$53,000						



**Palmerton Area School District  
2021-2022 SALARY SCALE AND MATRIX**

**2021-2022 SALARY SCHEDULE**

<b>STEP</b>	<b>BACH.</b>	<b>B+24</b>	<b>M/MEQ</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
1	\$46,750	\$47,250	\$48,250	\$49,250	\$50,250	\$51,250	\$52,250
2	\$47,750	\$48,250	\$49,250	\$50,250	\$51,250	\$52,250	\$53,250
3	\$48,250	\$48,750	\$49,750	\$50,750	\$51,750	\$52,750	\$53,750
4	\$49,250	\$49,750	\$50,750	\$51,750	\$52,750	\$53,750	\$54,750
5	\$50,250	\$50,750	\$51,750	\$52,750	\$53,750	\$54,750	\$55,750
6	\$51,250	\$51,750	\$52,750	\$53,750	\$54,750	\$55,750	\$56,750
7	\$51,750	\$52,250	\$53,250	\$54,250	\$55,250	\$56,250	\$57,250
8	\$53,000	\$53,500	\$54,500	\$55,500	\$56,500	\$57,500	\$58,500
9	\$55,000	\$55,500	\$56,500	\$57,500	\$58,500	\$59,500	\$60,500
10	\$57,000	\$57,500	\$58,500	\$59,500	\$60,500	\$61,500	\$62,500
11	\$58,650	\$59,150	\$60,150	\$61,150	\$62,150	\$63,150	\$64,150
12	\$60,650	\$61,150	\$62,150	\$63,150	\$64,150	\$65,150	\$66,150
13	\$62,500	\$63,000	\$64,000	\$65,000	\$66,000	\$67,000	\$68,000
14	\$64,100	\$64,600	\$65,600	\$66,600	\$67,600	\$68,600	\$69,600
15	\$66,000	\$66,500	\$67,500	\$68,500	\$69,500	\$70,500	\$71,500
16	\$72,947	\$73,350	\$74,350	\$75,350	\$76,350	\$77,350	\$78,500
17	\$79,343	\$80,551	\$81,744	\$82,487	\$83,236	\$84,733	\$86,288
TRAINER	\$55,000						

**Palmerton Area School District  
2022-2023 SALARY SCALE AND MATRIX**

**2022-2023 SALARY SCHEDULE**

STEP	BACH.	B+24	M/MEQ	M+15	M+30	M+45	M+60
1	\$47,000	\$47,500	\$48,500	\$49,500	\$50,500	\$51,500	\$52,500
2	\$48,000	\$48,500	\$49,500	\$50,500	\$51,500	\$52,500	\$53,500
3	\$49,000	\$49,500	\$50,500	\$51,500	\$52,500	\$53,500	\$54,500
4	\$49,500	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000
5	\$50,500	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000
6	\$51,400	\$51,900	\$52,900	\$53,900	\$54,900	\$55,900	\$56,900
7	\$52,350	\$52,850	\$53,850	\$54,850	\$55,850	\$56,850	\$57,850
8	\$53,000	\$53,500	\$54,500	\$55,500	\$56,500	\$57,500	\$58,500
9	\$55,000	\$55,500	\$56,500	\$57,500	\$58,500	\$59,500	\$60,500
10	\$57,000	\$57,500	\$58,500	\$59,500	\$60,500	\$61,500	\$62,500
11	\$58,650	\$59,150	\$60,150	\$61,150	\$62,150	\$63,150	\$64,150
12	\$60,650	\$61,150	\$62,150	\$63,150	\$64,150	\$65,150	\$66,150
13	\$62,500	\$63,000	\$64,000	\$65,000	\$66,000	\$67,000	\$68,000
14	\$64,100	\$64,600	\$65,600	\$66,600	\$67,600	\$68,600	\$69,600
15	\$66,000	\$66,500	\$67,500	\$68,500	\$69,500	\$70,500	\$71,500
16	\$72,947	\$73,350	\$74,350	\$75,350	\$76,350	\$77,350	\$78,750
17	\$80,137	\$81,357	\$82,561	\$83,312	\$84,068	\$85,580	\$87,151
TRAINER	\$57,000						

## APPENDIX B – OTHER EMPLOYEE BENEFITS

**1. Life Insurance:**

The District will provide for each member of the bargaining unit a term group life insurance policy insuring each member for accidental death, dismemberment, and life in the amount of \$50,000 for the term of this Agreement.

**2. Medical Insurance:**

The District will provide, subject to a premium sharing and deductibles described in subparagraph (a), which shall be applicable to the plans set forth in paragraphs a and b below, for all coverages for all members of the bargaining unit and their dependents, the following health insurance plans:

- (a) Blue Cross and Blue Shield, PPO medical insurance, or substantially equivalent coverage. The employee shall contribute, through twenty-six (26) annual biweekly payroll deductions, the following medical insurance premium sharing as follows:

**Bi-weekly Premium Share\***

Coverage	2020-2021	2021-2022	2022-2023
Single	\$36.00	\$36.00	\$36.00
2-Party	\$54.00	\$54.00	\$54.00
Family	\$64.00	\$64.00	\$64.00

\*Premium sharing will be charged one (1) per family unit.

- (b) The PPO health plan will have the following deductibles:

<b>In Network</b>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Preferred Provider	\$ 200	\$ 200	\$ 200
Cap per family	\$ 400	\$ 400	\$ 400
<b>Out of Network</b>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Non-Preferred	\$ 800	\$ 800	\$ 800
Cap per family	\$1600	\$1600	\$1600

- (c) Any premiums paid by the bargaining unit member who may be on disability or voluntary leave during the term of this Agreement shall be reimbursed therefore if said employee returns to the District and completes one additional full year of teaching duty.
- (d) Bargaining unit members who retire after the effective day of this Agreement, may purchase the health care coverage that active bargaining unit members receive. These retirees are not guaranteed to receive the coverage provided by the District to them at their retirement date so that changes in coverage and changes in contribution provided to active employees will cause retiree coverage to change.

**3. Medical Insurance Opt Out**

A bargaining unit member who is covered by the District health insurance plan and is willing to discontinue that coverage or a new employee who does not enroll in the District health insurance plan shall receive an annual reimbursement of \$4,000, prorated per month. To discontinue coverage, the bargaining unit member must notify the Business Office by the 15th of the month. The effective date of discontinuance for this benefit will be the first of the month following proper notification to the Business Office. Payment of cash in lieu of coverage shall be made at the end of June following the discontinuance period. Any bargaining unit member who discontinues this coverage may enroll/re-enroll in accordance with the policy of the existing health insurance carrier.

**4. Coverage Qualifications**

If an employee and his/her spouse work for the District, both employees shall be eligible for District health insurance coverage. However, this coverage shall be provided under the name of one spouse only, with the other spouse declining coverage and becoming covered as a dependent of their spouse.

**5. Dependent Children**

Dependent children are eligible to be covered under only one District-employed parent.

**6. Dental Insurance:**

The District will provide and pay full cost for all members of the bargaining unit and their dependents dental insurance in the Delta Dental Program with a \$1,750 cap.

**7. Prescriptions:**

The District offers a standard three-tier prescription co-pay plan as follows:

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Generic	\$15.00	\$15.00	\$15.00
Formulary	\$25.00	\$25.00	\$25.00
Non-formulary	\$45.00	\$45.00	\$45.00

Mail order prescriptions for a 90-day supply of maintenance drugs co-pay is two (2) times the 30-day co-pay as stated above. If a generic can be obtained at a lower rate, the employee should be able to pay that rate.

**8. Medical Co-Pay:**

The District provides medical visits co-pay plan as follows:

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Doctor Visit	\$15.00	\$15.00	\$15.00
Specialist Visit	\$25.00	\$25.00	\$25.00
Urgent Care Visit	\$35.00	\$35.00	\$35.00
Emergency Room Visit	\$150.00	\$150.00	\$150.00

**9. Flexible Spending Plan:**

The school district will continue to provide an employee funded Section 125 Flexible Spending Plan.

**10. Dues Deduction:**

The District will deduct from the salaries of its teachers, dues of the Palmerton Area Education Association, Pennsylvania State Education Association, and National Education Association or any one or a combination of such associations as said teacher voluntarily and individually authorizes the District to deduct. Dues deductions shall not under any circumstances include any contribution to a PAC.

**11. Personal Leave Days:**

Three (3) personal leave days for each school year covered under this agreement shall be provided for each member of the bargaining unit to be used at the discretion of the employee and under the following conditions. These personal leave days are exclusive of all other leave days provided by law. Personal leave days will not be granted on District run in-service days, Act 80 days or during the first or last week of school.

Unused personal leave days in any year may be carried over to the next year. Personal leave days may accumulate without limit, but no more than five (5) days may be used in any single year. In order for three (3) or more personal leave days to be used consecutively, application to the District must be made at least thirty (30) calendar days in advance.

Application for one (1) or two (2) personal leave days shall be made at least five (5) teacher days in advance. In the case of personal emergency, the five (5) day advance approval requirement may be waived by the Superintendent or designee. Not more than ten percent (10%) of the professional staff will be permitted to exercise this personal leave option at any given time.

At any time, a bargaining unit member may request that any number of accumulated personal days be converted to sick leave. Once such a request has been made, the days thus converted will remain as sick leave.

At the time of retirement, or at any other time when the option to use the days as personal leave no longer exists, any unused personal days will be added to the employee's accumulated sick leave.

Up to five (5) sick days per year may be used for family illness and family emergencies and will be charged against accrued sick leave.

**12. Bereavement:**

The District will grant a paid leave of absence for bereavement to an employee according to the following chart.

Five (5) days	For death of employee's spouse, child or parent.
Three (3) days	For death of immediate family, brother, sister, parent-in-law, grandfather, grandmother, grandchild or near relative who resides in the same household, or any person with whom the employee has made his/her home.
One (1) day	For the death of a near relative; first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

**13. Tuition Reimbursement:**

The District will pay to the members of the bargaining unit, one hundred percent (100%) of the actual cost of tuition paid per credit, but not to exceed the per credit tuition rate at East Stroudsburg University, for the completion of twenty-four (24) credits or the Instructional II or Permanent Certifications, and up to six (6) additional credits required to comply with Act 48.

In order to receive tuition reimbursement for Act 48 credits, these credits must be taken in the bargaining unit member's subject field or a related field at an approved institution of higher learning and approved by the Superintendent or designee prior to enrollment. All credits taken after the initial twenty-four (24) credits or the Instructional II or Permanent Certifications, or those not required to comply with Act 48, shall be paid at seventy-five percent (75%) of the actual cost of tuition to an amount not to exceed seventy-five percent (75%) of the per credit tuition rate at East Stroudsburg University. The reimbursement rate paid by the District will be the rate in effect at the time the course was taken.

The East Stroudsburg rate may be waived for courses not offered at East Stroudsburg or Kutztown State Universities. Courses which meet the requirements for waiver of the East Stroudsburg rate will be reimbursed at the rate charged by the institution offering the course. To waive the East Stroudsburg rate, the employee must have a recommendation for approval from the Superintendent or designee and the Curriculum Committee of the District.

- (h) The bargaining unit understands and agrees that no payment shall be made under this section unless the Superintendent of Schools or designee of the Palmerton Area School District approved the course to be taken prior to the time of enrollment.
- (i) Reimbursement will be paid within two months of receipt of request for reimbursement, accompanied by a copy of the member's final grades. Reimbursement and credit toward salary advancement is contingent on a final grade of "B" or better. A copy of the official transcript and either a canceled check or institutional receipt for tuition payment must be submitted to the District office. The bargaining unit member must remain an employee of the School District at the time of reimbursement.
- (j) In the event the employee terminates his/her employment, the District shall be entitled to re-payment prorated as follows:

Period of time from course completion to termination of employment	Amount of Repayment
Less than one (1) year	100%
Greater than or equal to one (1) year But less than two (2) years	66%
Greater than or equal to two (2) years But less than three (3) years	33%
Greater than or equal to three (3) years	0%

- (k) A bargaining unit member, which term shall be deemed to include his/her estate in the event of death, shall not be subject to the aforesaid tuition reimbursement provisions due to his/her death, furlough, resignation due to disability, and/or compliance with any requirement of a leave of absence.
- (l) The District will not be required to make payments for tuition reimbursements to any member of the bargaining unit who receives funds or scholarship grants from a third party for tuition. However, if said tuition funds or scholarship grants from a third party do not cover the District's percentage of the actual cost of tuition, the District will pay the difference.
- (m) The bargaining unit agrees that the number of credits reimbursed is limited to nine (9) per year, with the year being defined as July 1 through June 30.
- (n) A Master's degree is required to move to Master's and beyond. Master's Equivalency will be recognized only for current staff.

**14. Professional Services:**

Members of the bargaining unit employed to perform professional services outside their normal assignment will be compensated as follows:

2020-2021	\$33.00/hour
2021-2022	\$33.00/hour
2022-2023	\$33.00/hour

**15. Travel Reimbursement:**

Reimbursement for travel authorized by the employer is to be fixed by the rate set by the Internal Revenue Service for business expense deductions for the term of this Agreement.

**16. Long Term Illness:**

If any member of the bargaining unit exhausts his/her current year's sick leave and his/her accumulated sick leave, the Board will pay to such member while he/she is ill and provided he/she is not on a sabbatical leave for illness, full pay per day for a total of thirty (30) days for the term of this Agreement, noncumulative. Said pay to begin on the fourth (4th) day following the exhaustion of this current and accumulated sick leave.

**17. Emergency Leave:**

The Superintendent or designee is authorized to grant days of leave without loss of pay for emergency reasons as outlined in District policy and regulations.

**18. Retiree Benefits:**

Any member of the bargaining unit shall be eligible for the following medical insurance benefit (a) through (d) OR awarded seventy-five dollars (\$75.00) per day deposited into a 403(b) account: the total number of unused sick leave days upon retirement (retirement being defined by the Pennsylvania School Employees Retirement System).

- a. If at the time of retirement an employee has accumulated at least one hundred (100) days of unused sick leave, the District will provide one (1) year of insurance coverage which is in effect for bargaining unit members at that time.
- b. If at the time of retirement an employee has accumulated at least one hundred fifty (150) days of unused sick leave, the District will provide two (2) years of insurance coverage which is in effect for bargaining unit members at the time.
- c. If at the time of retirement an employee has accumulated at least two hundred (200) days of unused sick leave, the District will provide three (3) years of insurance coverage which is in effect for bargaining unit members at that time.
- d. To be eligible for this benefit the employee must enroll the first (1st) of the month following the date of retirement.
- e. Regardless of the actual amount of sick days accumulated, this benefit shall only be available to eligible employees and dependents who are under the age of eligibility for Medicare benefits.
- f. Retirees eligible for this benefit will be entitled to the coverages available under the current collective bargaining agreement as such coverages may change from time to time. Retirees eligible for this benefit will be entitled to the same level of coverage (individual, two party, or family) which was in effect at the time of retirement.
- g. Employees shall remain eligible to participate in coverage as defined in Appendix B-2(d), regardless of eligibility for benefits provided in this section.
- h. The provisions of this section shall be subject to modifications required by related rules and regulations of social security, Medicare, and the insurance carrier.

**19. Personnel File:**

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has received a copy and has had an opportunity to review the material. The employee shall have the right to submit a written answer to such material and the employee's answer shall be attached to the file copy within 90 days after notice.

**20. Association Business:**

Each year a total of four (4) teacher work days for Association business shall be granted to the President, Vice President or designee at regular pay with no loss of sick leave or personal leave. The Association must notify the Superintendent or designee at least two (2) weeks in advance of such leave. If the administration determines that a substitute(s) is required, the Association will reimburse the school district for the cost of the substitute(s).

## **21. Change in Assignment:**

The administration shall provide each employee whose assignment (i.e. grade level, subject, courses, and/or building) has been changed, with written notification of the following school year's assignment by June 30 of the preceding school year. However, should unanticipated situations (e.g. leave requests, illnesses, retirements, resignations, scheduling problems, enrollment changes, student placement needs) arise during the summer vacation period, the District reserves the right to make any reassignments which may be required. In such cases, the administration will provide written notification of reassignment to the affected employee(s) within seven (7) days of the District being notified. The administration will also offer to discuss any assignment change with the affected employee(s). The District shall be provided with written notification of all assignment changes.

## **22. Child Rearing Leave:**

An employee shall be entitled to an unpaid leave of absence for the purpose of child rearing in accordance with the following provisions:

- (a) The employee who is taking unpaid child rearing leave, shall provide written notice to the Superintendent's Office as soon as possible, which notice shall include the tentative start date and approximate duration of unpaid child rearing leave. Should circumstances require a change to either the commencement or end of such leave, the employee will provide written notice of such modification.
- (b) An employee who incurs a medically recognized disability attributable to pregnancy prior to the time her anticipated leave of absence is to commence shall be eligible to utilize her accrued sick leave and additional sick leave granted under the provisions of Appendix B-16, if applicable, for as long as she is unable to work as scheduled on account of the disability. In the event the disabled employee exhausted her sick leave and remains unable to return to work, she shall be placed on an unpaid leave of absence. A pregnant employee who utilizes sick leave for a certified disability will provide a medical statement from her physician certifying the existence of the disability and specifying the exact starting and ending dates of the period of disability.
- (c) Notification of return to work following an unpaid leave shall be made in writing to the Superintendent or designee at least thirty (30) days prior to the date of return. Return to work following such an unpaid leave shall be at the start of a marking period and/or semester. A professional employee on disability leave may return sooner if her written request is approved by the Superintendent or designee at his/her sole discretion. In the event of a premature termination of the pregnancy, the employee may return to work earlier than originally requested if her written request is approved by the Superintendent or designee.
- (d) A male employee shall be entitled to unpaid leave of absence for the purpose of child-rearing so long as the period requested coincides with the same unpaid leave period which would be made available to a female employee.
- (e) The maximum amount of time for a child rearing leave shall not exceed two (2) school semesters.
- (f) All periods of child rearing leave shall be deemed leave without pay during which period sick leave and/or all other benefits will not accrue unless the employee elects to continue such benefits at his/her own expense. For additional benefits, refer to Appendix B-2(c).
- (g) Upon return to work from an unpaid leave of absence, the employee shall be assigned to his/her original position or a position of like status and compensation.
- (h) In order to move from one (1) step on the salary schedule to the next step, an employee must work one (1) semester during an academic year. A semester for the purpose of advancement on the salary schedule shall be defined as one-half of the academic year but it need not consist of consecutive marking periods.
- (i) The District agrees to fully comply with the Family Medical Leave Act.



### **23. Surviving Spouse Benefits:**

The surviving spouse of a bargaining unit member who dies while employed with the District and who was enrolled in the District's benefit package at the time of death will be entitled to purchase, at the District's premium rate, the same health care, prescription or dental coverage as the bargaining unit member would be entitled under the following conditions:

1. The surviving spouse who is eligible must purchase the entire package set forth above, except that dental may be purchased separately.
2. The surviving spouse who is eligible, will be entitled to purchase the coverages available under the current collective bargaining agreement as such coverages may change from time to time. The surviving spouse eligible for this benefit is entitled to purchase the same level of coverage (individual, two party, or family) which was in effect at the time of the death of the employee.
3. The surviving spouse, who is eligible, must enroll within forty-five (45) days following the date of the bargaining unit member's death.
4. Once enrolled, the surviving spouse must remain enrolled until coverage is terminated.
5. Coverage will terminate if the surviving spouse:
  - (a) Remarries; or
  - (b) Is eligible for Medicare; or
  - (c) Drops enrollment; or
  - (d) Is eligible for comparable (substantially similar) coverage elsewhere. The surviving spouse is obligated to notify the District immediately if any of the above events occur.
6. Termination of coverage for whatever reason will occur on the first day of the month following the event causing termination.
7. The provisions of this Section shall be subject to modifications caused by rules and regulations related to Social Security, Medicare, the insurance carrier, and is subject to approval of the carriers.

## APPENDIX C—EXTRA CURRICULAR CONTRACT

<u>POSITION</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
CHEERLEADING**			
Adviser (2)	\$2,507	\$2,532	\$2,557
Adviser	\$2,507	\$2,532	\$2,557

\*\*This position requires the fielding of squads for JV and Varsity Football and Basketball and Varsity Wrestling.

### HIGH SCHOOL ADVISERS

Aevidum	\$1,185	\$1,197	\$1,209
Art Club	\$1,904	\$1,923	\$1,942
Chorus-HS	\$2,127	\$2,148	\$2,170
Color Guard	\$1,383	\$1,397	\$1,410
Concert Band-HS	\$2,127	\$2,148	\$2,170
Debate	\$1,979	\$1,998	\$2,018
Drama Adviser-Fall	\$1,729	\$1,746	\$1,764
Drama Adviser-Spring	\$1,729	\$1,746	\$1,764
Environmental Club	\$1,185	\$1,197	\$1,209
FBLA	\$1,185	\$1,197	\$1,209
Freshman Class Adviser	\$1,383	\$1,397	\$1,410
Jazz Band-HS	\$2,127	\$2,148	\$2,170
Junior Class Adviser	\$1,383	\$1,397	\$1,410
Leo Club	\$1,185	\$1,197	\$1,209
Marching Band-HS	\$4,669	\$4,716	\$4,763
Marching Band-HS Asst.	\$2,579	\$2,604	\$2,630
Mock Trial Adviser	\$1,185	\$1,197	\$1,209
National Honor Society-HS	\$1,979	\$1,998	\$2,018
Newspaper (Avenger)	\$3,891	\$3,929	\$3,969
Oratory	\$1,185	\$1,197	\$1,209
PAAC	\$794	\$802	\$810
PYEA	\$1,185	\$1,197	\$1,209
SADD	\$794	\$802	\$810
Scholastic Scrimmage	\$990	\$1,000	\$1,010
Senior Class Adviser	\$1,972	\$1,991	\$2,011
Sophomore Class Adviser	\$1,383	\$1,397	\$1,410
Stage Crew Adviser	\$2,040	\$2,061	\$2,081
Stage Crew Adviser-Asst.	\$1,611	\$1,627	\$1,643
Student Council-HS	\$1,972	\$1,991	\$2,011
Yearbook (L'annuaire)	\$3,891	\$3,929	\$3,969

**ELEMENTARY ADVISERS****(Each Elementary School)**

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Computer Club (2)	\$780	\$788	\$795
Elementary Chorus	\$1,538	\$1,554	\$1,569
Environmental Club	\$1,185	\$1,197	\$1,209
Newspaper	\$995	\$1,005	\$1,015
Safety Patrol	\$780	\$788	\$795
Safety Patrol	\$780	\$788	\$795
Sixth Sense	\$794	\$802	\$810
Student Council (2)	\$780	\$788	\$795
Yearbook (2)	\$780	\$788	\$795

**JR HIGH ADVISERS**

ACE (JH Scholastic Scrimmage)	\$794	\$802	\$810
Band-JH	\$1,539	\$1,554	\$1,569
Cheerleading-JH	\$1,252	\$1,265	\$1,278
Chorus-JH	\$1,538	\$1,554	\$1,569
National Honor Society-JH	\$990	\$1,000	\$1,010
Newspaper-JH	\$1,945	\$1,965	\$1,984
Student Council-JH	\$987	\$997	\$1,007
Yearbook-JH	\$1,945	\$1,965	\$1,984

**COMPUTER COACHES (5)\*\***

	\$1,809	\$1,827	\$1,845
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\*\*2 HS/2 Palmer/1 Towamensing/1 JH

**INDUCTION (EXP. TEACHER)**

	\$1,446	\$1,461	\$1,475
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**CURRICULUM ADVISORY COUNCIL REP.\*\*\***

K through 6 (10)	\$1,738	\$1,756	\$1,773
7-8 Grade (3)	\$1,738	\$1,756	\$1,773
9-12 Grade (8)	\$1,738	\$1,756	\$1,773

**\*\*\*ALIGNMENT:**

Grs. K-6: 5 Reps. Per Building and Appointed by Building Principal.

Grs. 7 & 8: 3 Representatives Total

Grs. 9-12: 1 Rep. Per Following Department:

Math

Science

Social Studies

English

H/PE

Business

Foreign Language

Art/Music/Tech. Ed.

## APPENDIX C - EXTRA-CURRICULAR CONTRACT

### DEFINITION:

All Computer Coaches, Curriculum Advisory Council Representatives, and Advisers will be represented by the term *employee*.

### EVALUATION:

Each employee will be evaluated during the performance of his/her regular duties by the administrator in charge of his/her co-curricular/extra-curricular area.

Each employee, by midpoint of regular duties, will be evaluated at least once. A final evaluation report will be completed within thirty (30) days of the termination of the employee's regular duties.

The evaluation will contain a rating of satisfactory or unsatisfactory, and a list of suggestions for improvement. If the adviser/coach receives a rating of satisfactory from the administrator, they shall be recommended to the Board to be rehired no later than thirty (30) days after the conclusion of the activity.

If an adviser/computer coach receives a rating of unsatisfactory the position shall be posted no later than thirty (30) days after the conclusion of the activity. The previous sentence shall not apply to the Curriculum Advisory Council Representative.

### RESIGNATION:

If the employee has signed a contract and wishes to resign, he/she may do so by notifying the Superintendent or designee of Schools, High School Principal, Junior High School Principal or Elementary Principal, in writing, sixty (60) days prior to the effective date of his/her Contract.

If the employee fails to give sixty (60) days' notice, he/she may resign. Payment for duties will be prorated based upon time worked.

In the case of an emergency (health, personal tragedy, or other extenuating circumstance), the Superintendent of Schools or designee or the Board of Education may accept the resignation without penalty.

### JOB DESCRIPTION:

Each employee will receive a written job description. The job description will define the duties and responsibilities for each position. Issues relating to the Extra-Curricular Contract items are not subject to the grievance procedure.

### PLANNING:

Within thirty (30) days from the beginning of the activity, all activity advisers shall submit a brief outline of the tentative events and activities being planned by the organization. This outline is to be submitted to the building principal for approval and contains the following information:

- a. A tentative schedule for meetings, (i.e., once each week, month, etc.) and events.
- b. A list of all anticipated field trips, programs, fundraisers, dances, or any other special events being planned by the organization.
- c. A summary of anticipated expenses to be incurred by the members of the organization and/or the School District.

## **SALARY PAYMENT:**

### **A. Non-Athletic Activities and Assignments:**

Payment of one-half (1/2) of the salary for all such activities and assignments shall be paid with the second payroll in January upon written approval of the building principal or supervisor. The balance of the salary due shall be paid with the second payroll in June, so long as all organization/assignment obligations have been satisfied as signified by written approval of the building principal or supervisor.

### **B. Athletic Activities:**

Salaries for all such activities shall be paid upon completion of the respective sport, provided that all organizational obligations have been satisfied as signified by written approval of the Athletic Director and Building Principal.

## **RELEASE TIME:**

Each employee shall be released from his/her teaching duties at the discretion of the administrator assigned to his/her respective activity. Any non-curriculum advisory council representative attending a meeting as requested by the Director of Curriculum and Instruction shall be paid at the prevailing hourly rate listed under Appendix B, Section 14 of this agreement.

## **TRAVEL:**

Reimbursement for travel authorized, in advance, by the employer are to be fixed by the rate set by the Internal Revenue Service for business expense deductions for the term of this Agreement.

## **CURRICULUM ADVISORY COUNCIL REPRESENTATIVES:**

- a. All Curriculum Advisory Council Representatives shall be active members of the professional teaching staff of the Palmerton Area School District.
- b. Each Curriculum Advisory Council Representative may be sent to workshops during the school year to be trained in curriculum development. These workshops must be approved by the administrator assigned to the respective curriculum area and the Superintendent or designee.
- c. Each Curriculum Advisory Council Representative shall be compensated an hour for each hour of work done at the prevailing homebound rate for duties performed during the two (2) month non-contract period relative to his/her position as Curriculum Advisory Council Representative. These hours will be assigned at the discretion of the administrator assigned to his/her curriculum area.
- d. Application for the position of Curriculum Advisory Council Representative shall be submitted annually to respective building principals no later than May 31<sup>st</sup> and approved names will be given to the Director of Curriculum and Instruction for submission to the Superintendent or designee to be approved by the Board of Education. The list of Curriculum Advisory Council Representative positions will be posted annually. Openings will be filled first from applicants currently active within the respective grade level (K-6) or subject areas (7-12) who have received satisfactory evaluations from previous Curriculum Advisory Council service representing that area of instruction.
- e. In the absence of a Reading Specialist on the Curriculum Advisory Council, the Director of Curriculum and Instruction will invite a Reading Specialist to attend Curriculum Advisory Council Meetings.

## **MEET AND DISCUSS:**

It is understood by both parties the District will create a policy regarding extra-curricular activities.

The parties agree to meet and discuss a sick leave sharing bank.

All activity advisers may request a meet and discuss session with administrators and the Board of Education.

## APPENDIX D - GRIEVANCE PROCEDURE

To promote, to the highest possible degree, harmonious employer-employee relations, it is essential that procedures to resolve grievances under this Agreement be established and indeed such procedures are required by Act 195.

**SECTION I:** Parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a four (4) step process, which is described in the following paragraph and the table attached hereto.

Step I. The Association shall present the grievance, in writing, on forms prepared by the employer and attached to the contract, to the First Level Supervisor (appropriate administrator) within fifteen (15) teacher work days after its occurrence. The First Level Supervisor shall reply in writing to the Association within ten (10) teacher work days after initial presentation of the grievance.

Step II. If the action in Step I fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred to the Superintendent or designee in writing within five (5) teacher work days. The Superintendent or designee shall reply in writing to the Association within ten (10) teacher work days.

Step III. If the action in Step II fails to resolve the grievance to the satisfaction of the Association, the Association shall pursue one of the following options.

A. The grievance shall be referred to the Board of Education through the Secretary of the Board, in writing, within five (5) teacher work days and the School Board shall reply at the next official regularly scheduled monthly Board meeting on said grievance, providing the Board has at least ten (10) teacher work days' notice of the grievance prior to the meeting. Notification of the Board's decision will be provided, in writing, to the Association within fifteen (15) teacher work days of the completion of the hearing. OR

B. The Association shall make a written request to the Pennsylvania Bureau of Mediation to participate in the Department's voluntary grievance mediation process. Once notification is sent, all timelines shall be held in abeyance until finalization of that process.

Step IV. If the action in Step III fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195. Notice of appeal to arbitration shall be given, in writing, to the Board within ten (10) teacher work days by the Association. Attorney's representing the Association and District shall mutually agree on the selection of an arbitrator. If parties cannot agree, they shall immediately notify the Bureau of Mediation. The Bureau of Mediation shall then submit the names of seven (7) arbitrators. Each party beginning with the Board shall alternately strike a name until one (1) name remains, the person remaining shall be the arbitrator. The arbitrator, in making a decision as to the merits of the grievance, shall not add to, or modify in any way, the terms and conditions of the contract under which the grievance was instituted.

**SECTION II:** The costs of arbitration shall be shared equally by the parties. Costs involved in preparation for arbitration shall be borne by the respective parties.

**SECTION III:** If the employer or the Association at any step fails to render its decision within the time periods established, the Association may advance the grievance to the next step of the Grievance Procedure.

**SECTION IV:** In the event a grievance is filed at such time that it cannot be processed through all the stages in the grievance procedure by the end of the school year, the time limits set forth herein shall be adhered to throughout the recess. Teacher work days are defined as those days Monday through Friday.

**GRIEVANCE REPORT**  
**THE PALMERTON AREA SCHOOL DISTRICT**

Grievance Number \_\_\_\_\_

Date \_\_\_\_\_

Grievance Initiated By: \_\_\_\_\_

Bargaining Unit: \_\_\_\_\_

Grievant Work Place: \_\_\_\_\_

First Level Supervisor: \_\_\_\_\_

Date and Nature of Alleged Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievance Relates to Contract

Section(s) \_\_\_\_\_

\_\_\_\_\_

Action Desired: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Reviewed with First Level Supervisor (Date) \_\_\_\_\_

Disposition of First Level Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PALMERTON AREA SCHOOL DISTRICT**

**Request for Grievance Review**

The Association does hereby request the Superintendent or designee of the Palmerton Area School District to review the disposition by the First Level Supervisor of Grievance and assigns the following reasons therefore:

\_\_\_\_\_ Date \_\_\_\_\_ Association

Disposition by Superintendent or designee

\_\_\_\_\_ Date \_\_\_\_\_ Association



PALMERTON AREA SCHOOL DISTRICT

Request for Grievance Review

The Association does hereby request the Board of Directors of the Palmerton Area School District to review the disposition by the Superintendent of Schools or designee of Grievance # \_\_\_\_\_ and assigns the following reasons therefore:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association

N.B. - District should reply by letter through the Secretary of the District.

**APPENDIX E - HEALTH CARE INSURANCE POLICIES**

COPIES OF THE HEALTH CARE INSURANCE POLICIES ARE AVAILABLE IN THE BUSINESS OFFICE

**APPENDIX F - DELTA DENTAL INSURANCE**

COPIES OF THE DELTA DENTAL INSURANCE POLICIES ARE AVAILABLE IN THE BUSINESS OFFICE