
CONTRACT BETWEEN

**Palmerton Area Education Support
Professionals, PSEA/NEA**

AND

Palmerton Area School District

July 1, 2021 through June 30, 2022

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of March 2021, by and between the BOARD OF DIRECTORS of the PALMERTON AREA SCHOOL DISTRICT, 680 Fourth Street, Palmerton, PA 18071, hereinafter referred to as the "Board" and the PALMERTON AREA EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION, hereinafter referred to as the "Association" or "employees", which Association is, and has been recognized as the bargaining agent for the bargaining unit as certified by the PA Labor Relations Board at PERA-R-98-4-E.

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 the 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.

I. TERM OF AGREEMENT

The term of agreement shall begin on July 1, 2021, and shall continue in full force and effect until June 30, 2022, 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 and Act 88 of 1992. As a condition of the various provisions of the Agreement to which the parties have agreed, the Board pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement and the Association pledges that employees 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. WAGE PROVISIONS

The parties agree that wages to be effective by this Agreement are accurately reflected in Appendix A, made part of this Agreement and that the schedule which shall remain in force for the period of this Agreement.

Step movement on the wage schedules shall be determined by an employee's creditable years of continuous employment in the Palmerton Area School District, with step movement to be adjusted July 1 of each year for the following twelve (12) month period. As of July 1, 2006, employees hired after July 1, but prior to December 31, will be credited with one (1) year of service.

Employees shall be paid in twenty-six (26) bi-weekly installments. It is recognized that, in some school years, there are twenty-seven (27) bi-weekly periods. In those years, wages may be paid by appropriately adjusting pay periods.

Part-time employees of the bargaining unit shall have the following payroll options:

- (1) Twenty-six (26) bi-weekly payments, September through August;
- (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 of the money that would normally have been paid in July and August.

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.

The only exception to this option will be when there are school years that have twenty-seven (27) bi-weekly periods and the summer pays are staggered so as to equal twenty-six (26) payments.

IV. EMPLOYEE BENEFITS

The parties agree that employee benefits to be provided under this Agreement are accurately reflected in Appendix B attached to and made part of this Agreement.

V. DEFINITION OF EMPLOYEE

Full-time: Regularly scheduled to work 7 hours or more per day, five days per week, 200 or more days in a fiscal year.

Part-time: Regularly scheduled to work less than 35 hours per week and/or less than 200 days in a fiscal year.

This definition does not guarantee workers any set schedule. The definition is to be used for purposes of entitlement to employee benefits only. The School District retains the right to schedule hours and days of work for each classification of employee as specified above.

The bargaining unit members will have their annual compensation calculated to be paid on a bi-weekly basis rather than based on an actual bi-weekly hours worked basis. The bargaining unit members will not have their annual compensation reduced by late starts/early dismissals. Therefore, at the request of the supervisor, the bargaining unit members starting and ending times extended by up to a quarter of an hour as needed without the bargaining unit members seeking additional compensation. The District will continue to allow employees some flexibility in starting and ending times with no reduction in compensation with pre-approval from the employee's supervisor.

VI. VACATIONS, HOLIDAYS AND OTHER APPROVED LEAVES OF ABSENCE

The parties agree that all leaves of absence provided by the Agreement are accurately reflected in Appendix B attached to and made a part of this Agreement.

VII. EMPLOYMENT SECURITY

A. Seniority

1. District seniority shall be defined as the total length of an employee's continuous employment by the Palmerton Area School District. Classification seniority shall be defined as the length of an employee's continuous employment in a job classification. Job classifications shall be those listed in Appendix A, Hourly Wage schedules.

Seniority shall not accrue during periods of unpaid leave of absence or furloughs in excess of nine (9) months from the date of furlough.

For employees on the payroll as of November 8, 1999, in the event more than one person began work on the same date, the order in which the persons are recorded in the School Board minutes shall determine seniority rank.

2. For employees hired on or after November 8, 1999, in the event more than one person began work on the same date, the date and time that the recommendation was made by the administrator to the Superintendent to hire the individual shall determine seniority rank.

3. Employees shall receive credit for part-time service at the rate of one (1) year of part-time service equaling one-half (1/2) year of full-time service. For purposes of crediting this, the employee must work 95% of his/her scheduled work year. The exception being, should a part-time employee transfer to a full-time position before completing 95% of his/her scheduled work year, fifty percent (50%) of his/her already invested time shall be calculated to determine his/her time of service.

4. The Board will provide the Association with a seniority list of all employees in the bargaining unit during the month of October of each year and at any other time by written request.

5. Upon completion of the ninety (90) working day probationary period, seniority will be credited to the employee retroactive to the employee's date of hire.

B. Vacancies

1. A vacancy shall be defined as a job opening due to resignation, death, permanent retirement, termination or newly created position, transfer or leave of absence for twelve (12) months or more and which the Board wishes to fill.

2. The Board will post notification of all vacancies no less than seven (7) working days before it is filled. A copy of the posting will be given to the Association President.
3. When an employee bids on and successfully achieves a higher pay rate position, that employee shall either maintain his /her current rate or move to the minimum of the higher rate classification whichever is higher.
4. The School District shall not be prohibited from hiring qualified persons from outside the bargaining unit to fill any vacancy for which there were no qualified internal bidders (bargaining unit members, substitutes are external) as determined by the School District. Current employees, who request it, will be given consideration and an interview for all vacancies within the bargaining unit, in filling the vacancy, the District shall consider job related criteria including qualifications and seniority. However, the final decision concerning the filling of a vacancy shall be a management prerogative. Requests will be submitted in writing to the Superintendent or designee.

C. Transfers

Employees may request a transfer to another job whenever a vacancy occurs. Such request must be submitted in writing to the Superintendent or designee. The District shall interview the most senior qualified employee who requests a transfer to a vacant position. However, the decision to grant a transfer shall remain a management prerogative. An employee who is transferred to a vacant position and who is unable to perform the duties of the new position, may be returned to his/her former position upon mutual agreement between the District and the employee within thirty (30) days from when the employee begins working in his/her new position

D. Layoff and Recall

1. In the event it becomes necessary to lay off employees or return to work following a layoff, the Employer will give preference to seniority in a job classification provided fitness and ability among employees is substantially equal.
2. An employee to be laid off shall be permitted to "bump" an employee with less classification seniority in the previous job classification most recently held by the employee to be laid off if qualified for the job. The Superintendent, in consultation with the supervisor, will determine if the employee possesses the qualifications for the position in which the employee desires to bump.
3. In the classification of Instructional Assistant/Non-Instructional Assistant, the following process will be used. An Instructional Assistant facing layoff can "bump" a Non-Instructional Assistant with lesser seniority. A Non-Instructional Assistant facing layoff can "bump" an Instructional Assistant with lesser seniority if, and only if, the Non-Instructional Assistant has met the requirements of being "Highly Qualified" as defined under EASEA/NCLB.

4. Recall of furloughed employees shall be in the reverse order of layoff; that is the last employee laid off shall be the first recalled to a vacancy in his/her job classification.
5. An employee who "bumped" into a different job classification shall be offered the first vacancy which occurs in the classification from which he/she was laid off.
6. No new employee will be hired in any job classification until all laid off employees in that job classification have been recalled or have waived or forfeited their right to recall. The right to recall will be forfeited if the employee refuses or fails to return within five (5) days of receipt of recall notice, unless otherwise agreed by the Board, to a position which is the same as or substantially equivalent to that from which the employee was laid off. Recall rights for all employees will expire eighteen (18) months from date of furlough.
7. Eligibility for recall shall be conditioned upon the employee providing annual written notification to the Board, on the anniversary date of the layoff, of his/her current address and availability for work. It shall be the responsibility of the laid off employee to notify the Board of any change of address.

VIII. MANAGEMENT RIGHTS

1. It is understood and agreed that the employer possesses the right, in accordance with applicable laws, to direct, manage and control all operations of the District including the direction of the working force and the right to plan, direct, and control the operation of all equipment, classifications, and initial and subsequent assignments of employees, the types of work to be performed, the shifts, schedules and hours of work, the number of employees required, to select and hire employees, to promote, suspend, lay off, demote, or discharge employee, and to make, apply and enforce rules and regulations, provided that such rights shall not be exercised by the employer in violation of the express provisions of this Agreement.
2. Matters of inherent managerial policy are reserved exclusively to the employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the employer, standards of service, and its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.
3. The listing of specific rights in this Article is not intended to be nor shall be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the employer in the past.
4. The School District shall not be prohibited from utilizing the services of any volunteers, work experience students, federal/state youth agencies, and other municipal/community services to perform any of the work performed by bargaining unit members. Bargaining unit employees will not be reduced in their normally scheduled hours, laid off, or displaced in order for the District to utilize the services of volunteers, work experience students, federal/state youth agencies, and other municipal community services.

IX. JUST CAUSE

Dismissals shall be for just cause only. In the event that a dispute regarding only the cited disciplinary actions goes to arbitration, the arbitrator mutually selected by the parties shall have the authority to modify the penalty imposed by the District. All employees, within the first 90 working days of employment, may, at the sole discretion of the employer, be discharged without recourse to the grievance procedure.

X. 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.

XI. 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 Board will deduct from the wages of its employees, dues of the Palmerton Area Educational Support Association, Pennsylvania State Education Association, and National Education Association.
- C. No material derogatory to any 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, upon request, to examine the contents of his/her personnel file and to receive copies of any documents contained therein at no cost to the employee. An employee may have an Association representative accompany him/her during such an examination. The employee shall have the right to respond in writing within ten (10) working days to an evaluation or written negative criticism, which response shall be attached to the file copy.

- D. Each year a total of four (4) workdays, and two (2) additional days with Superintendent discretion, 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 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 substituted.
- E. Upon request of the Association and receipt of approval by the District, the Association is permitted to use District facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

- F. The Association shall be assigned adequate space on a bulletin board in each building for Association notices. Copies of all material posted on such bulletin boards shall be given to the Superintendent prior to posting. The Association may use the inter-school mail facilities and school mailboxes if such use does not impose unreasonable demands on the delivery system.
- G. All paychecks shall be directly deposited in a bank designated by each bargaining unit member.

XII. EFFECTIVE DATE AND SIGNATURE

THIS AGREEMENT is made and entered the day and year first written effective July 1, 2021.

PALMERTON AREA SCHOOL DISTRICT

By: 
President, Board of School Directors

By: 
Negotiations Chairperson

PALMERTON AREA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

By: 
President, PAESPA

By: 
Negotiator, PAESPA

APPENDIX A

I. Maintenance Employees

1. Wage Rate

	<u>2020-21</u>	<u>2021-22</u>
New Hire	45,531	46,897
Step 1 (1-4)	48,569	50,026
Step 2 (5-9)	51,604	53,152
Step 3 (10-14)	54,639	56,278
Step 4 (15-19)	57,676	59,406
Step 5 (20+)	60,710	62,531

Groundskeeper/Maintenance/Warehouse

	<u>2020-21</u>	<u>2021-22</u>
New Hire	44,430	45,763
Step 1 (1-4)	47,391	48,813
Step 2 (5-9)	50,350	51,860
Step 3 (10-14)	53,314	54,913
Step 4 (15-19)	56,276	57,964
Step 5 (20+)	59,238	61,015

2. The number of dally hours and required workdays will be determined by the Administration according to the needs of the District with the understanding that the normal workday will be eight hours and the normal work year shall be 260 days.

Each employee will receive an unpaid one-half hour lunch period and a paid fifteen (15) minute break period in the morning and a second paid fifteen (15) minute break period in the afternoon scheduled at the discretion of the District.

WORK HOURS and CONDITIONS

- 3. Overtime shall be paid after forty (40) hours in the employee work week at time and one half (1/2) (the employee's equivalent hourly wage).
- 4. All work performed beyond the scheduled workday shall be pre-approved by the supervisor.
- 5. All employees shall be required to wear service uniforms.
- 6. The district will provide to each Maintenance, Groundskeeper/Maintenance/ Warehouse, Cafeteria, Custodian employee, an annual uniform allowance not to exceed one hundred seventy-five dollars (\$175.00). In addition, each employee required to wear protective safety shoes/boots shall be given an additional \$100 shoe allowance. Employees will be allowed to personally select their own way of utilizing their uniform allowance to purchase replacement basic uniform items, steel-toed protective footwear (which must be worn on the job), foul weather gear, or other items approved by their supervisor. Laundering of service uniforms shall be the responsibility of the employee.

II. Custodial Employees

1. Wage Rate

Full-Time Custodial Employees

	<u>2020-21</u>	<u>2021-22</u>
New Hire	43,864	45,180
Step 1 (1-4)	46,056	47,438
Step 2 (5-9)	48,250	49,698
Step 3 (10-14)	50,443	51,956
Step 4 (15-19)	52,635	54,214
Step 5 (20+)	54,829	56,474

Part-Time Custodial Employees.

	<u>2020-21</u>	<u>2021-22</u>
New Hire	14.24	14.67
Step 1 (1-4)	14.41	14.84
Step 2 (5-9)	14.58	15.02
Step 3 (10-14)	14.74	15.18
Step 4 (15-19)	14.91	15.36
Step 5 (20+)	15.08	15.53

WORK HOURS and CONDITIONS

2. The number of daily hours and required workdays will be determined by the Administration according to the needs of the District with the understanding that the normal workday for full-time custodians will be eight (8) hours and the normal work year shall be two hundred sixty (260) days (with approximately (180) days of shift differential.) The normal workday for part time custodians will be 5 or 6 hours and the normal year shall be 260 days.

Each employee will receive an unpaid one-half hour lunch period and a paid fifteen (15) minute break period in the morning and a second paid fifteen (15) minute break period in the afternoon scheduled at the discretion of the District.

3. Lead Custodians shall receive an annual stipend of \$1,500.
4. A salary differential of 30 cents/hr. for employees who work the second and third shift shall be added to the employee's salary.
5. Overtime shall be paid after forty (40) hours in the employee work week at time and one half (1-1/2) the employee's equivalent hourly wage plus shift differential. Overtime pay for holidays shall be paid at double time, two times the employee's equivalent hourly rate.
6. Employees shall provide coverage for all activities outside the regular work week as assigned by the Director of Facilities or Lead Custodian. Coverage shall be on a building basis, being assigned as activities are submitted.
7. All work performed beyond the scheduled workday shall be pre-approved by the supervisor.

8. The district will provide to each employee, an annual uniform allowance not to exceed one hundred seventy-five dollars (\$175.00). Employees will be allowed to personally select their own way of utilizing their uniform allowance to purchase replacement basic uniform items, steel-toed (cafeteria custodian only) protective footwear (which must be worn on the job), foul weather gear, or other items approved by their supervisor.
9. Adjustments in pay due to a temporary alteration in an employee's hours will be made in the payroll following the event.

III. Secretarial

1. Secretarial Wage Rate

BUILDING

	<u>2020-21</u>	<u>2021-22</u>
New Hire	33,894	34,911
Step 1 (1-4)	36,153	37,238
Step 2 (5-9)	38,414	39,566
Step 3 (10-14)	40,673	41,893
Step 4 (15-19)	42,932	44,220
Step 5 (20+)	45,192	46,548

CENTRAL OFFICE

	<u>2020-21</u>	<u>2021-22</u>
New Hire	35,485	36,550
Step 1 (1-4)	37,852	38,988
Step 2 (5-9)	40,218	41,425
Step 3 (10-14)	42,583	43,860
Step 4 (15-19)	44,948	46,296
Step 5 (20+)	47,315	48,734

PART TIME

	<u>2020-21</u>	<u>2021-22</u>
New Hire	15.06	15.51
Step 1 (1-4)	15.23	15.69
Step 2 (5-9)	15.40	15.86
Step 3 (10-14)	15.57	16.04
Step 4 (15-19)	15.73	16.20
Step 5 (20+)	15.90	16.38

WORK HOURS and CONDITIONS

2. The number of daily hours and required workdays will be determined by the Administration according to the needs of the District with the understanding that the normal work year for building secretaries shall be two hundred sixty (260) days and the normal workday shall be seven (7) hours during the period of the school year plus three (3) days before the start of the school year and two (2) days after the completion of the teacher year. The Five (5) hour workday (summer hours) will be for building secretaries. The normal workday for the central office secretaries shall be seven (7) hours per day and the normal work year shall be two hundred sixty (260) days. The normal workday for part-time secretaries shall be four (4) hours per day. The normal work year shall be one hundred ninety (190) days; the secretary to the Director of Facilities will work a normal day of seven (7) hours and the normal work year will be two hundred sixty (260) days.
3. Overtime shall be paid following forty (40) hours in the employee work week, at time and one-half (1/2) the employee's equivalent hourly wage. All overtime performed over the scheduled workday shall be pre-approved by the employee's supervisor.
4. Wages for all secretarial employees will reflect compensation for only those duties assigned by the employee's supervisor.
5. In addition to the specific summer hours outlined above, contingent upon the approval by the Superintendent, an office may schedule summer hours consisting of a five (5) hour workday with a one (1) hour duty free unpaid lunch. Period/times will vary depending on the building time schedule and at the discretion of the building administration.

6. In the event of a work stoppage by the Palmerton Area Education Association and contingent upon approval by the Superintendent all building secretaries may be scheduled for a five (5) hour workday.
7. Inclement Weather
 - A. When school is dismissed early due to inclement weather, secretarial employees may, with Superintendent's or designee's approval, close the office one half (1/2) hour after students are dismissed.
 - B. When school is closed due to inclement weather secretarial employees will be notified whether or not, and at what time they are expected to report for work. Such determination shall be the sole discretion of the Superintendent.
 - C. In the event a snow make-up day is scheduled on a previously scheduled holiday, secretaries who worked on the snow day will be granted a holiday at a later time, the time of which shall be at the discretion of the Superintendent.
8. Adjustments in pay due to a temporary alteration in an employee's hours will be made in the payroll following the event.

IV. Food Services

1. Cafeteria Employees Wage Rate

Hourly Rate

	<u>2020-21</u>	<u>2021-22</u>
New Hire	13.45	13.85
Step 1 (1-4)	14.05	14.47
Step 2 (5-9)	14.56	15.00
Step 3 (10-14)	15.13	15.58
Step 4 (15-19)	15.68	16.15
Step 5 (20+)	16.24	16.73

Each employee shall be paid a salary calculated as follows:

Hourly rate x number of hours scheduled per day x number of scheduled lunch serving days.

WORK HOURS and CONDITIONS

2. The Food Service Manager will assign one employee as Head Chef, one as Assistant Chef, one as Food Service Clerk, and one Team Leader per satellite kitchen. Compensation for Head Chef shall be \$2.25 per hour in addition to his or her regular hourly rate; Assistant Chef shall be \$1.75 per hour in addition to his or her regular hourly rate; Food Service Clerk shall be \$2.00 per hour in addition to his or her regular hourly rate; and Team Leaders shall be \$1.25 per hour in addition to his or her regular hourly rate. These salaries shall be added to the employee's salary.

3. The hours and days of available employment are, by the nature of the food service operation, variable; therefore, all duties, hours and shift assignments of cafeteria workers will be made by the Food Service Manager with the understanding that the normal workday shall be between four (4) hours and seven (7) hours and the normal work year shall be equal to the number of scheduled lunch serving days. Additional days shall be paid at a rate based upon the equivalent hourly rate of each bargaining unit member. Employees who work five (5) or more hours per day, will receive an unpaid one-half (1/2) hour duty-free lunch.

4. All work performed by food service employees in addition to his/her assigned duties, shall be pre-approved by their supervisor or building supervisor.

5. Food service employees shall be given consideration for openings posted within the District for which they are qualified.

6. All overtime work performed by food service employees over the scheduled work day shall be pre-approved by the employee's supervisor. Payment shall be based upon a rate equivalent to the hourly rate of each bargaining unit member.

If food service employees report for work and school is cancelled before lunch is served those employees will be paid for the actual hours worked in addition to a makeup day.

7. If required to attend a meeting held outside of regularly-schedule work hours, employees shall be paid for this time at a rate equivalent to their hourly rate of pay.

8. Food Service employees shall be reimbursed up to \$65 per year for work shoes with non-slip soles.

9. Adjustments in pay due to a temporary alteration in an employee's hours will be made in the payroll following the event.

V. Instructional Assistants/Non-Instructional Assistants

1. Wage Rates

Instructional Assistants - Hourly Rate

	<u>2020-21</u>	<u>2021-22</u>
New Hire	15.81	16.28
Step 1 (1-4)	16.49	16.98
Step 2 (5-9)	17.16	17.67
Step 3 (10-14)	17.84	18.38
Step 4 (15-19)	18.51	19.07
Step 5 (20+)	19.19	19.77

Non-Instructional Assistants – Hourly Rate

	<u>2020-21</u>	<u>2021-22</u>
New Hire	15.10	15.55
Step 1 (1-4)	15.75	16.22
Step 2 (5-9)	16.38	16.87
Step 3 (10-14)	17.02	17.53
Step 4 (15-19)	17.66	18.19
Step 5 (20+)	18.30	18.85

Each employee shall be paid a salary calculated as follows;
Hourly rate x number of hours scheduled per day x 183 days

WORK HOURS and CONDITIONS

- When an Instructional Assistant, who is certified as a teacher, is utilized as a substitute teacher, he/she shall receive the Board approved substitute rate for that time period and shall

have the equivalent daily instructional assistant rate deducted from the bargaining unit member's biweekly paycheck.

3. Instructional Assistants and Non-Instructional Assistants will be assigned duties and shifts as needed by their supervisor. It is understood that these duties shall not include covering for duties requiring nursing skills. Instructional Assistants and Non- Instructional Assistants will receive a thirty (30) minute unpaid duty-free lunch.
4. The number of daily hours and required workdays will be determined by the Administration according to the needs of the District with the understanding that the normal workday shall be between four (4) hours and seven (7) hours and the normal work year shall be equal to the number of student days and two (2) in-service days.
5. All work performed by Instructional Assistants and Non-Instructional Assistants, in addition to their assigned duties, shall be pre-approved by their supervisor or building supervisor.
6. Instructional Assistants and Non-Instructional Assistants shall be given consideration for openings posted within the District for which they are qualified.
7. Wages for Instructional Assistants and Non-Instructional Assistants will reflect compensation for only those duties assigned by the employee's supervisor.
8. Adjustments in pay due to a temporary alteration in an employee's hours will be made in the payroll following the event.

VI. Technology

1. Wage Rates -
Network Engineer(s)

	<u>2020-21</u>	<u>2021-22</u>
New Hire	57,457	60,457
Step 1 (1-4)	58,032	61,032
Step 2 (5-9)	58,606	61,606
Step 3 (10-14)	59,182	62,182
Step 4 (15-19)	59,756	62,756
Step 5 (20+)	60,331	63,331

Support Technician(s)

	<u>2020-21</u>	<u>2021-22</u>
New Hire	40,868	42,503
Step 1 (1-4)	41,277	42,928
Step 2 (5-9)	41,686	43,353
Step 3 (10-14)	42,095	43,779
Step 4 (15-19)	42,504	44,204
Step 5 (20+)	42,912	44,628

WORK HOURS and CONDITIONS

2. The number of daily hours and required workdays will be determined by the Administration according to the needs of the district with the understanding that the normal workday will be eight (8) hours per day, and the normal work year will be two hundred-sixty (260) days.

Each employee will receive an unpaid one-half hour lunch period and a paid fifteen (15) minute break period in the morning and a second paid fifteen (15) minute break period in the afternoon scheduled at the discretion of the District

3. Overtime shall be paid following forty (40) hours in the employee work week at time and one-half (1/2) the employee's equivalent hourly wage. All overtime performed over the scheduled workday shall be pre-approved by the employee's supervisor.
4. Wages for full-time engineers and technicians will reflect compensation for only those duties assigned by the employee's supervisor.
5. Inclement Weather
 - A. When school is dismissed early due to inclement weather, technology personnel may, with Superintendent's or designee's approval, leave one-half (1/2) hour after students are dismissed.
 - B. When school is closed due to inclement weather, technology employees will be notified whether or not, and at what time they are expected to report for work. Such determination shall be the sole discretion of the Superintendent.

C. In the event a snow make-up day is scheduled on a previously scheduled holiday, technology personnel who worked on the snow day will be granted a holiday at a later time, the time of which shall be at the discretion of the Superintendent.

6. Adjustments in pay due to a temporary alteration in an employee's hours will be made in the payroll following the event.

VII. Health Room Technician(s)

1. Wage Rates

	<u>2020-21</u>	<u>2021-22</u>
New Hire	16.94	17.45
Step 1 (1-4)	17.41	17.93
Step 2 (5-9)	18.38	18.93
Step 3 (10-14)	18.54	19.10
Step 4 (15-19)	18.71	19.27
Step 5 (20+)	18.86	19.43

Each employee shall be paid a salary calculated as follows:
 Hourly rate x number of hours scheduled per day x 187 days.

WORK HOURS and CONDITIONS

2. The number of dally hours and required workdays will be determined by the administration according to the needs of the district with the understanding that the normal workday being seven (7) hours plus a one-half (1/2) hour unpaid duty-free lunch.

The Health Room Technician shall maintain or improve the health status of students under the direction of the building principal.

All work performed by Health Room Technicians, in addition to their assigned duties, shall be pre-approved by their supervisor or building supervisor.

3. Adjustments in pay due to a temporary alteration in an employee's hours will be made in the payroll following the event.

VIII. For all employees in any or all classifications contained in Appendix A, if there are ANY changes to the Affordable Care Act the Board will meet with Palmerton Area Educational Support Professionals Association to discuss any possible changes which would enable the District to restore hours lost because of the mandates of that Act.

APPENDIX B

Any employee who is not full time, but is presently receiving any of the below benefits will not lose those benefits while employed by the School District.

I. Group Life Insurance

All full-time employees will be provided with forty-two thousand dollars (\$42,000) of coverage.

II. Medical Insurance

The medical insurance in place as of June 30, 2017, will remain exactly the same and in full force. There will be no increase in premium share, deductibles, and/or co-pays.

The Board will provide health insurance coverage for all full-time employees and their dependents.

- a) Blue Cross and Blue Shield, PPO medical insurance, or comparable coverage shall be provided by the District for full time employees and their dependents. The employee shall contribute, through biweekly payroll deductions, the following medical insurance premium sharing as follows for the duration of the contract:

Single	\$22.50
Employee & Spouse	\$32.50
Employee & Child	\$32.50
Employee and Family	\$40.00
Employee and Children	\$40.00

- b) 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 \$4,000.00 each year, prorated per month. In order 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.
- c) 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 single coverage and becoming covered as a dependent of their spouse. Dependent children are eligible to be covered under only one District-employed parent.

- d) The District offers a standard three-tier prescription co-pay plan for eligible employees as follows:

Generic	\$20
Formulary	\$30
Non-Formulary	\$50

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.

- e) The District provides medical visits co-pay plan for eligible employees as follows:

Doctor visit	\$15
Specialist visit	\$25
Urgent Care	\$30
Emergency Room visit	\$75
Deductibles	
Individual/Family	\$200/\$400

f) Bargaining unit members who are covered by the District Health Insurance plan who retire after the effective date of this Agreement and who are not Medicare eligible may purchase the health care coverage that active bargaining unit members receive plus a 2% administrative fee per School Code. 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.

All bargaining unit members who are eligible to receive medical coverage will be provided coverage under the District Health Insurance plan or equivalent coverage.

All part-time bargaining unit members will be eligible to purchase, at his/her cost, the District health insurance plan or its equivalent, with the following understandings:

- (1) The employee's premium payment in an amount set by the District must be received prior to the first day of each month.
- (2) Should the District add a carrier other than Northeast Blue Cross, such that Northeast Blue Cross applies the 75% participation rule, no part-time employees who were eligible to purchase benefits whether they did so or not, will remain eligible to purchase benefits.

Affordable Care Act

HEALTH CARE REFORM ACT: Excise Tax on Cadillac Plans - If, at any time, the premium for any District plan will exceed the threshold amount as stated in the current federal Health Care Reform Act (or as stated in any applicable federal or state legislation enacted hereinafter) so as to subject such a plan to a tax or fee, the parties agree that said plan will either be modified so as to reduce the premium below the threshold amount or eliminated as a plan option in its entirety, in the year prior to the year in which such tax shall be applicable. If such a plan is not modified or eliminated, and such tax is imposed upon the District either directly or indirectly, all employees who enroll in that plan shall pay the entire amount of the tax or fee imposed upon the District relative to the total premium so as to pay the difference, in addition to the agreed upon employee contribution as stated in the contract.

As an example, if the employee benefit premium is \$15,000 and the employee's premium contribution is 10% and the tax threshold amount is \$10,000, the employee's total contribution will be \$3,500 [\$1,500 (10% of \$15,000) plus \$2,000 (40% of \$5,000)]

III. Dental Insurance

The Board will provide and pay full cost for all full-time employees and their dependents dental insurance in the Delta Dental Program described in Appendix E attached hereto and made part of this Agreement (with an annual cap of \$1500).

IV. Retirement

Any full-time employee shall be eligible for the following:
Medical Insurance benefit upon retirement (retirement being defined by the Pennsylvania School Employees Retirement Board):

- A. If at the time of retirement an employee has accumulated at least 100 days of unused sick leave, the Board will provide one 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 150 days of unused sick leave, the Board will provide two years of Insurance coverage which is in effect for bargaining unit members at that time.
- C. If at the time of retirement an employee has accumulated at least 200 days of unused sick leave, the Board will provide three 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 of the month following the date of retirement.
- E. Regardless of the actual amount of sick leave days accumulated, this benefit shall only be available to eligible employees and dependents that are ineligible for Medicare benefits.

- F. Retirees eligible for this benefit will be provided with the same coverage (i.e. Individual, eligible dependent) which was in effect at the time of retirement.
- G. The provisions of this section shall be subject to modifications required by related rules and regulations of social security, Medicare, and the insurance carrier.

V. Severance Pay

If any full-time employee submits his/her letter of retirement from the Palmerton Area School District thereby signifying his/her intention to take his/her monthly retirement benefits from the Public-School Employee's Retirement Fund and/or the Social Security System, the Board agrees to make a lump sum payment of one thousand dollars (\$1,000) with the last pay of June, provided, however, the member has a minimum of fifteen (15) years' service to Palmerton Area School District. The member must take such action and the Board must accept the resignation on or before January 31st of his/her final year and he/she must complete that year. In the event of death of any retiring employee prior to the end of the school term, the remaining amount due under this paragraph shall be paid to his/her estate.

VI. Surviving Spouse Benefits

The surviving spouse of a full-time employee 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, Blue Cross, Blue Shield, Major Medical insurance, Prescription or dental coverage (or the equivalent medical coverage which is in effect at that time) under the following conditions:

- a. The surviving spouse, who is eligible, must purchase the entire package set forth above, except that dental may be purchased separately.
- b. The surviving spouse, who is eligible, will be provided with the same coverage (i.e., dependent, individual) which was in effect at the time of the employee's death.
- c. The surviving spouse, who is eligible, must enroll within forty-five (45) days following the date of the employee's death.
- d. Once enrolled, the surviving spouse must remain enrolled until coverage is terminated.
- e. Coverage will terminate if the surviving spouse:
 - 1.) Remarries; or
 - 2.) Reaches age 65; or
 - 3.) Is eligible for Medicare; or
 - 4.) Drops enrollment; or
 - 5.) 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 and the insurance carrier and subject to approval of the carriers.

VII. Mileage 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.

VIII. Tuition Reimbursement

The Board will pay full-time and part-time employees, seventy-five percent (75%) of the actual cost of tuition paid per credit, but 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 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 and approval of the Superintendent and the Curriculum committee of the Board.

- A. The bargaining unit understands and agrees that no payment shall be made under this section unless the Superintendent of Education of the Palmerton Area School District approved the course to be taken prior to the time of enrollment.
- B. Tuition reimbursements for courses successfully completed in accordance with the policy of the Palmerton Area School district during Spring and Summer terms shall be made during the month of October following said terms provided that at the time the employee is still employed by the Board. If that is not the case, no reimbursements for courses will be made. Tuition reimbursements for course completed in accordance with the policy of the Palmerton Area School district during the Fall term shall be made during the month of March following said term. A copy of the official transcript and either a canceled check or institutional receipt for tuition payment must be submitted to the District office on or before the last Friday in September for October payment or the last Friday in February for March payment.
- C. In the event the employee terminates his/her employment, the District shall be entitled to re-payment pro-rated 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 1 year but less than two (2) years	66%
Greater than or equal 2 years but less than three (3) years	33%
Greater than or equal to three (3) years	0%

- D. The Board will not be required to make payments for tuition reimbursements to any employee 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 Board's percentage of the actual cost of tuition, the Board will pay the difference.
- E. A separate reimbursement procedure for courses taken at the Northampton County Community College has been created:

NOW, THEREFORE, it is agreed:

- 1) The cost of each course at Northampton County Community College will be divided equally among registrants.
- 2) The PASD will pay 75% of the eligible PASD employee registrants' amount, in advance, to Northampton County Community College.
- 3) The total amount paid by the PASD will be determined by the number of eligible employees enrolled in the course.
- 4) The following events will trigger employee liability for the full cost of the course at Northampton County Community College:
 - i) employment termination;
 - ii) unsatisfactory grades in the course;
 - iii) dropped enrollment.

The employee will become responsible for the full cost of the course via payroll deduction as of the date of the triggering event.

- 5) In the event the number of eligible employees enrolled in a course is inconsistent with a cost benefit to the PASD and/or the eligible employees, the PASD reserves the discretion to make a determination to no longer make reimbursement payment in accordance with this Agreement.

IX. Holidays

Full-time employees, part-time custodians and part-time secretaries shall be eligible for the following holidays with pay:

July Fourth (except 190-Day Part-Time Secretaries)

Labor Day

Thanksgiving Day

Day before or after Christmas

Christmas Day

New Year's Day

Day before or after New Year's Day

Presidents' Day

Good Friday

Memorial Day

2 Floating Holidays

Part-time Instructional and Non-Instructional Assistants, Part-Time Food Service and Part-Time Health Room Technicians shall be eligible for the following holiday with pay:

Christmas Day

Holidays which fall on school days shall be replaced by day(s) when teachers have in-service time or schools are closed, as directed by the Superintendent or Director of Operations. Any holidays replaced on teacher in-service days shall be granted, provided that no more than 20% of the custodial work force applies for and is granted that day, or as directed by the Superintendent. Preference for honoring the requests shall be given on the basis of the date of submission for the requests.

In the event a snow make-up day is scheduled on a previously scheduled holiday, employees who worked on the snow day will be granted a holiday at a later time, the time of which shall be determined by the Superintendent or his/her designee.

No holiday will be lost if the holiday falls on a Saturday or Sunday. Saturday holiday - Friday off; Sunday holiday - Monday off.

For secretaries only - if Christmas break extends beyond five (5) working days, excluding the holidays as stated above, additional days off must be taken as vacation days.

On days when school is dismissed early on the day prior to the Thanksgiving, Christmas and Spring Break holidays, secretaries shall be permitted to leave one hour after student dismissal without loss of pay, unless the Superintendent or their designee releases them earlier.

An employee who is requested to work on a scheduled holiday, will be granted a holiday at a later time to be approved by the District.

On days when school is dismissed early prior to the Thanksgiving, Christmas and Spring Break holidays, Instructional/Non-instructional assistant.

Technology and Health Room Technicians shall be permitted to leave after the last bus departs without loss of pay.

X. Leave of Absence

A. Emergency/Personal Leave

Three (3) leave days for each school year covered under this Agreement shall be provided to each employee to be used at the discretion of the employee, subject to the following conditions.

- a) Unused leave days in any year may be carried over to the next year, but shall not exceed a total of five (5) days eligibility in any year.
- b) In order for three (3) or more leave days to be used consecutively, application to the district must be made at least thirty (30) calendar days in advance.
- c) Application for one (1) or two (2) leave days shall be made at least five (5) workdays in advance. In case of personal emergency, the five (5) day advance approval requirement may be waived by the Superintendent.
- d) Not more than ten (10%) percent of the members in each classification will be permitted to exercise this leave option at any given time.
- e) The Superintendent is authorized to grant day of leave without loss of pay for emergency reasons as outlined in Board Policy and Regulations.

B. Sick Leave

- 1) All employees shall be credited on July 1 of each year, the full annual allotment of sick leave calculated at the rate of one (1) day per month. Any sick leave usage which is used beyond the pro-rated earning shall be deducted from the employee's last paycheck whenever an employee leaves the District's employ prior to earning leave taken. Unused accumulated sick leave for full-time employees only may be applied to secure additional medical insurance coverage in accord with Appendix B, Section IV. 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.
- 2) If any full-time employee exhausts his/her current year's sick leave and his/her accumulated sick leave, the Board may, at its discretion, pay to such full-time employee while he/she is ill full pay per day for a total of one forty-day extension per contract for same illness; pay to begin on the fourth day following the exhaustion of this current and accumulated sick leave.

C. Bereavement

The Board will grant a leave of absence with regular pay up to five (5) consecutive workdays to an employee in the event of a death of the employee's spouse, child, step-child, parent or step-parent. All other bereavement leave will be granted in accordance with the School Code.

-Three (3) workdays for immediate family (brother, step-brother, sister, step-sister, parent-in-law, step-parent-in-law, or near relative who resides in the same household or any person with whom the employee has made his home.

-One (1) workday for near relative (first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, daughter/son-in-law or sister/brother-in-law.

D. Jury Duty

All employees shall be granted jury duty in accordance with Board Policy.

XI. Vacation

- 1) Vacation days are not cumulative and must be taken between July 1 of the school year they are earned and September 30 of the following school year.
- 2) Request for vacation days must be submitted electronically (i.e., by phone or computer) to the Superintendent or his/her designee. Application for vacation days shall be made at least five (5) workdays in advance. The five (5) day advance approval requirement may be waived by the employee's immediate supervisor.
- 3) Vacations shall be approved by the Superintendent or his/her designee, and shall be dependent upon employee coverage restrictions and scheduled work requirements.

Vacations shall be determined by year of service as an employee of the District with movements adjusted July 1 of each year.

All full-time custodial, maintenance, secretarial and technology employees are eligible for the following vacation benefit:

6 months to 1 year	-	5 days vacation
1 year to 3 years	-	10 days vacation
4 years to 9 years	-	15 days vacation
10 years to 19 years	-	20 days vacation
20 years or more	-	25 days vacation

APPENDIX C

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. Person or persons initiating the alleged grievance shall present the grievance, in writing, on forms prepared by the employer and attached to the contract, to the First Level Supervisor within ten (10) workdays after its occurrence. The First Level Supervisor shall reply in writing to the grievant within ten (10) workdays after initial presentation of the grievance.

Step II. If the action in Step I fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent in writing within five (5) workdays. The Superintendent shall reply in writing to the grievant within five (5) workdays.

Step III. If the action in Step II fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Board of Education through the Secretary of the Board, in writing, within five (5) workdays and the School Board shall reply at the next official Board meeting on said grievance, providing the Board has at least ten (10) days' notice of the grievance prior to the meeting. Notification of the Board's decision will be provided, in writing, to the grievant within fifteen (15) workdays of the completion of the hearing.

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. The Association shall notify the Board, in writing, within ten (10) workdays that the action in Step III failed to resolve the grievance to the satisfaction of the Association. Within ten (10) workdays the parties shall mutually agree on the selection of an arbitrator. If the parties cannot agree, they shall immediately notify the Bureau of Mediation. The Bureau of Mediation shall then submit the names of the 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. Fees paid to the arbitrators shall be based on a schedule established by the Bureau of Mediation. Costs involved in preparation for arbitration shall be borne by the respective parties.

SECTION III. If either party to the grievance fails to meet the requirements as established in the procedures under Section I of this Article, the grievance will automatically advance to the next step of the Procedure.

SECTION IV. In the event a grievance is filed at such time that it cannot be processed through all the states in the grievance procedure by the end of the school year, the time limits set forth herein shall be adhered to throughout the recess.

Days or working days mean those days, Monday through Friday, on which the District administrative offices are normally scheduled to be open.

PALMERTON AREA SCHOOL DISTRICT

Grievance Number _____

GRIEVANCE REPORT

Grievance initiated by:

Bargaining Unit: _____

Grievant workplace: _____

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

Grievant does hereby request the Superintendent of the Palmerton Area School District to review the disposition by the 1st Level Supervisor of Grievance # _____ and assigns the following reasons therefore:

_____ Date

_____ Grievant

DISPOSITION BY SUPERINTENDENT

_____ Date

_____ Grievant

PALMERTON AREA SCHOOL DISTRICT

Request for Grievance Review

Grievant does hereby request the Board of Directors of the Palmerton Area School District to review the disposition by the Superintendent of Schools of Grievance # _____ and assigns the following reasons therefore:

_____ Date

_____ Grievant

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

APPENDIX D

Health Care and Dental Insurance

DELTA DENTAL INSURANCE

BLUE CROSS AND BLUE SHIELD

Copies of the health care and dental insurance policies are available in the business office.