

AGREEMENT

Between

NORTH PENN SCHOOL DISTRICT

AND

NORTH PENN EDUCATIONAL SUPPORT

PROFESSIONALS ASSOCIATION, PSEA-NEA

covering the period July 1, 2021 through June 30, 2025

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ARTICLE I
RECOGNITION

§1. The Board of School Directors of the North Penn School District recognizes the North Penn Educational Support Professionals Association, PSEA-NEA as the exclusive representative for all full-time and regular part-time white-collar, support staff employees including but not limited to secretaries, specialists, classroom assistants, technology assistants, special education assistants, staff nurses and technology support specialist; and excluding professional employees, management level employees, supervisors, first level supervisors, confidential employees, and guards as defined in the Act, as certified by the Pennsylvania Labor Relations Board, Case No, PERA-R-00-95-E dated June 20, 2000. The Network Engineer position shall also be excluded from the bargaining unit.

§2. This agreement is applicable only to those employees for whom the Association is the certified collective bargaining representative.

ARTICLE II
DEFINITIONS

§1. The term “employer” when used in this Agreement shall mean the North Penn School District, its Board of Directors, and its authorized administrators and management officials.

§2. The term “full-time employee” shall mean all members of the bargaining unit who are regularly scheduled to work thirty (30) hours per week or more.

§3. The term “part-time employee” shall mean all members of the bargaining unit who work less than thirty (30) hours per week. A part-time employee will not be eligible for any benefits under the Contract. Employees who are not eligible for benefits may not purchase benefits. All current employees who may be under the thirty (30) hour threshold and are receiving benefits currently or may be eligible to receive benefits, but have waived out of benefits, shall be grandfathered. These changes shall be in alignment with Board Policy 4148.

§4. The term “Association” shall mean the North Penn Educational Support Professionals Association, its officers and representatives and, where applicable, its affiliates, the Pennsylvania State Education Association, the National Education Association, and its officials and representatives.

ARTICLE III
SEPARABILITY

§1. In the event any provision of this Agreement is found to be inconsistent with any statute or law, the provisions of such statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then such provisions shall be considered void, but all other valid positions shall remain in full force and effect.

ARTICLE IV
HOURS OF WORK

§1. The hours of work for each classification of employee covered by this Agreement will be determined by the Administration in accordance with the needs of the District. Work schedules indicating the hours of work for each employee or employee classification will be promulgated annually in writing by the appropriate building or District level administrator.

ARTICLE V
WORK WEEK/WORK YEAR

§1. The normal work week will be five (5) days, Monday through Friday except that Technology Support Specialists and Technology Support Assistants may volunteer for a work week to be five (5) days that include weekends should the District need such a schedule.

- a. During the summer months (starting no earlier than the week of the last teacher day and ending no later than the week prior to the first teacher day in the following school year) a bargaining unit member may, with prior approval of his/her supervisor elect to

split his/her weekly work hours evenly over four (4) days. The decision by the District to grant or not grant a bargaining unit member's request for a four (4) day work week is not subject to the grievance procedure, does not establish a past practice and may be rescinded.

- b. When the district is closed on Fridays, for ten (10) ten and eleven (11) month bargaining unit members who have not elected to split their weekly work hours evenly over four (4) days, the Friday shall not be considered a workday. However, an employee who does not work on a Friday or the four (4) longer days, must make up the day at a later date during the normal work year/work week at the direction of the supervisor with the understanding that a makeup day can be directed by the Supervisor on a day when the buildings are open and the bargaining unit member would have normally been off during the school year.

§2. The normal work year for full-time twelve (12) month salary/hourly employees shall be 260/261/262 days, depending on the calendar.

§3. The normal work year for full-time eleven (11) month salary/hourly employees shall be no less than the teachers contractual work calendar and no more than 210 days.

§4. The normal work year for full-time ten (10) month salary/hourly employees shall be no less than 182 and no more than 191 days.

§5. The normal work year for Part-Time employees shall be no more than 180 days. Technology Support assistants work year shall be a maximum of 262 days under the following conditions:

- a. All Technology Support Assistants hired on or after of July 1, 2021 shall be considered 12-month employees as set forth in subsection 2 above.
- b. Technology Support Assistants employed prior to July 1, 2021 shall have the option to change to a twelve (12) month position with the understanding that the employee must notify the District by no later than thirty (30) days after execution of this agreement for this change to take effect during the 2021-2022 contractual year and no later than April 1 of each subsequent year that he/she wishes to change to a twelve (12) month employee beginning with the contractual year following the notification.
- c. Technology Support Assistants who seek to convert to twelve (12) month status after those dates set forth above may be permitted to do so at the discretion of the District.
- d. The District may not hire a person for a twelve (12) month Technology Support Assistant vacancy from outside of the bargaining unit should an existing eleven (11) month technology Support Assistant provide notice of his/her desire to move into the vacant twelve (12) month position within five (5) business days of the job posting. If more than one bargaining unit member expresses interest, the selection of which bargaining unit member will be appointed to the vacancy will be at the District's discretion.
- e. Article VIII, Section four (4) shall be waived for those wishing to convert from an eleven (11) month position to a twelve (12) month position with the understanding that the vacation days are prorated based on their eleven (11) month schedule.

§6. A paid rest period of fifteen (15) minutes is allowed for employees whose work schedule consists of a consecutive four (4) hour period. A paid rest period of two each fifteen (15) minutes is allowed for employees whose daily work schedule consists of five (5) consecutive hours of work or more.

§7. Employees with a work schedule of more than five (5) consecutive hours daily are allowed thirty (30) duty-free unpaid minutes for lunch. The rest period(s) allowed may be combined with a lunch break. The supervisor or administrator may determine starting time for lunch using department/district needs as a determination.

§8. For twelve (12) month employees only, in the event a weather or non-weather event closes District offices for more than two (2) days, the Administration will work with individual employees to make up missed time on a regularly scheduled work day. In the event the employee and Administration cannot agree on a plan to make up time, the Administration may, at their own discretion, identify times for employees to make up missed time as the result of the closing of District offices.

§9. The District retains the right to assign bargaining unit members to work remotely based upon the needs of the District.

ARTICLE VI
OVERTIME FOR NON-EXEMPT EMPLOYEES

§1. The District defines overtime for non-exempt employees as any work which exceeds forty (40) hours for the work week. Overtime must have prior approval from the appropriate supervisor. Requests for overtime are to be made on the Pre-Approval and Emergency Overtime Application form. Overtime is computed at one and one-half (1-1/2) hours for all hours worked beyond a forty (40) hour work week. Employees must complete and submit to payroll time sheets documenting their overtime hours. Payroll will not honor time sheets unless they are signed by the employee's immediate supervisor and the appropriate director.

ARTICLE VII
WAGES AND SALARIES

§1. Credit for a full year of service for salary step purposes will be granted for:

- a. Twelve (12) month employees hired with an effective date through the month of July
- b. Ten (10) month and eleven (11) month employees hired with an effective date through the month of September.

§2. Years of Service are as a full-time employee in the position grade.

§3. For movement from one position grade to the next, movement from one job category to another, or for employees new to the District, Years of Service are determined at the discretion of Human Resources and the Department Manager, considering relevant experience, up to a maximum of five (5) years credit.

§4. Wage Schedules are attached as Exhibit "B". On scale raises:

2021-2022---2.25% on scale.

Payroll Specialist adjusted from grade level 3 to grade level 2.

Staff Nurse step 6 increased by 5% in lieu of the on scale increase above. Other steps adjusted proportionally.

Technology support assistant receive an additional \$0.25 per hour on top of a scale increase.

2022-2023---2.25% on scale.

Staff Nurse step 6 increased by 5% in lieu of the on scale increase above. Other steps adjusted proportionally.

Technology support assistant receive an additional \$0.25 per hour on top of a scale increase.

2023-2024---2.55% on scale.

Staff Nurse step 6 increased by 5% in lieu of the on scale increase above. Other steps adjusted proportionally

Technology support assistant receive an additional \$0.25 per hour on top of a scale increase.

2024-2025---2.50% scale.

Staff Nurse step 6 increased by 5% in lieu of the on scale increase above. Other steps adjusted proportionally.

Technology support assistant receive an additional \$0.25 per hour on top of a scale increase.

ARTICLE VIII
VACATIONS

§1. All full-time twelve (12) month employees shall be granted vacation in accordance with the following schedule. Vacation accrues as of July 1 for service completed as of June 30, and the vacation year extends from July 1 through June 30.

<u>Continuous service credit as of June 30 of any current year</u>	<u>Vacation Eligibility</u>
0-11 months of service	prorated from date of hire to June 30
12 months of service	11 days
5 years of service	16 days
10 years of service	17 days
11 years of service	18 days
12 years of service	19 days
13 years of service	20 days
14 years of service	21 days

§2. All vacation periods will be governed by administrative regulation in order to provide for efficient operations. Prior supervisory approval is necessary before any vacation may be taken.

§3. Ten (10) month salaried and hourly employees and part-time employees are not entitled to vacation days.

§4. Employees who transfer from a vacation ineligible bargaining unit position to a vacation eligible position shall have their entitlement initially calculated on the basis of one (1) year credit for every 1,950 regular hours worked in the vacation ineligible position up to a maximum credit of four (4) years.

§5. A maximum of fifteen (15) days of unused vacation are permitted to be carried over into the next contract year.

ARTICLE IX
BEREAVEMENT LEAVE

§1. The Board will grant a leave of absence with regular pay up to three (3) consecutive work days to an employee in the event of a death in the immediate family of the employee. Members of the immediate family shall be defined as husband, wife, father, step father, mother, step mother, brother, step brother, sister, step sister, son, step son, daughter, step daughter, parent- in-law, step parent-in-law, or near relative who resides in the employee's household, or any person with whom the employee makes his or her home.

§2. An employee shall be granted a one (1) day paid leave of absence on the day of the funeral in the event of the death of a near relative. A near relative shall be defined as a first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

ARTICLE X
CHILD REARING LEAVE

§1. An employee who is expecting the birth or adoption of a child, and who wishes to continue employment, may be granted a child rearing leave of absence without pay.

§2. Requests for approval of such leaves of absence without pay must be made, in writing, to the Assistant Director of Human Resources at least sixty (60) days prior to the requested effective date of the leave.

- a. The written request for child rearing leave shall specify the expected date of birth or adoption of the child and shall specify the proposed inclusive dates of the leave.
- b. The effective date requested shall be the expected date of birth or adoption of the child or a date reasonably prior or subsequent thereto.

§3. Approval of a request for child rearing leave of absence shall be at the sole discretion of the Board. Notification in writing of the Board's disposition of a request for child rearing leave will be given not later than thirty (30) days prior to the requested effective date of the leave. The notification will specify an approved effective or beginning date and an approved termination or ending date for the leave.

§4. The maximum period of the leave shall be a period of one (1) year after the leave has begun.

§5. An employee who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child rearing leave must be made in writing to the Assistant Director of Human Resources at least sixty (60) days prior to the new termination date requested. The reasons for requesting an early termination must be stated in the request. An employee who has been granted a period of child rearing leave must give notice of intention to return to work to the Assistant Director of Human Resources no later than sixty (60) days prior to the date of return.

§6. Upon termination of the leave, the District shall reinstate the employee to the job held prior to the leave, or to a substantially equal position if such jobs are vacant and available. If such jobs are not vacant and available, the employer may offer the employee any other available position for which the employee is eligible. An employee returning from child rearing leave shall not forfeit any seniority or any other rights based on length of service accrued prior to the leave, but such rights shall not continue to accrue during the leave.

§7. Employees granted child rearing leave may be allowed to remain a member of District group insurance plans during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans at the time that they request child rearing leave. The District may require that such employee prepay to the District the entire premium for their participation in the plans one (1) month prior to the effective date of the leave. In any event, because the District pays premiums one (1) month in advance, the employee must submit payment to the Business Office of at least one (1) month's premium in advance.

ARTICLE XI JURY DUTY

§1. A member of the bargaining unit who is summoned for jury duty shall make request for a leave of absence immediately upon receipt of notice of jury duty service. Such leave shall be granted with pay upon proper application for a period not to exceed ten (10) consecutive workdays.

§2. An employee granted leave for jury duty shall be paid his regular salary or daily rate less the amount earned as a juror. Prior to receipt of payment the employee shall be required to present a statement issued and signed by the Clerk of Court stating the number of days the employee was on jury duty and the compensation paid.

ARTICLE XII FAMILY AND MEDICAL LEAVE

§1. The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). Neither the District nor the employee waive the right to exercise any prerogative or right under the Act.

§2. A year for FMLA purposes shall be deemed to be a rolling year calculated for each individual employee.

ARTICLE XIII HOLIDAYS

§1. The following days are paid holidays for twelve (12) month employees: New Year's (2); President's Day; Easter (2); Memorial Day; Independence Day; Labor Day; Thanksgiving (2); Christmas (2); and Martin Luther King Jr. day.

ARTICLE XIV
PERSONAL/EMERGENCY LEAVE

§1. All Bargaining Unit Employees shall receive six (6) half days or three (3) full days per year.

§2. All personal leave is subject to the following guidelines:

- a. No more than one (1) day without reason can be taken in any one week.
- b. No two (2) days without reason can be taken on consecutive workdays including Fridays and Mondays.
- c. The day requested is not the day immediately preceding or the day immediately following a scheduled school vacation.
- d. The day is not one of the first five (5) days or the last five (5) days of the teacher employment year.
- e. Twelve (12) month employees can use days without reason to extend a vacation.
- f. Ten (10) and eleven (11) month employees will be entitled to carry over one (1) unused personal day and will be permitted to accumulate a maximum of four (4) total unused personal days annually.

§3. Leave for urgent personal reasons (leave with reason) may be taken in consecutive days. An urgent personal reason is defined as resulting from some circumstance which cannot be handled at a time when the employee is not scheduled for work. Several examples are listed on the personal leave application form.

§4. All leave without reason must be applied for and approved by the department supervisor. Leave for urgent personal reasons needs additional approval by the Human Resource Department.

§5. Leaves of absence without pay for personal reasons which are neither emergencies nor urgent may be granted for the convenience of the employee only under extenuating circumstances. Approval in advance by the department supervisor and Director of Human Resources is necessary. Each request shall be considered on the basis of work requirements.

§6. Leaves of absence for reasons of health will not extend beyond the period of time granted by the provisions of the salary continuation plan. Employment security and all benefits cease upon failure of employee to return to work after this time period.

§7. Any unused personal days will be converted to sick leave in the following year.

§8. Emergency Leave. One (1) day of emergency leave shall be granted with pay for sufficient reasons upon application to and approval by the Superintendent. Emergency leave may only be granted after the exhaustion of all personal leave for the year, or on days where personal leave without reason is prohibited. An emergency leave day used prior to exhaustion of all available personal leave will reduce available personal leave by one day. An emergency shall mean a sudden and unforeseen situation involving accidental injury or property damage necessitating immediate attention or similar incident involving catastrophic or compelling circumstances that could not be dealt with outside of working hours or at a later time. An emergency shall not be deemed to exist for mere personal business or for any event which the employee could have planned or scheduled another time. It is understood that this provision is also applicable to Part-Time employees upon application to and approval by the Superintendent.

§9. Family Illness. Accumulated sick leave may be utilized for the care of a member of the immediate family as defined in Section 1154 of the School Code when the family member is, for the purpose of this provision, grandparent and grandchild as well as step-children, step siblings, and step parents shall be included in the definition of immediate family, Family illness days will be the same number as the employee's annual allotment of sick leave days, not to exceed ten (10) days.

ARTICLE XV
MILITARY DUTY

§1. A full-time employee who leaves the school district to serve in the armed forces of the United States will be granted military service leave of absence as long as the following conditions are met:

- a. The employee's intention of entering the military must be communicated to the immediate supervisor in writing prior to the start of the leave.
- b. The employee must be discharged or released from service under conditions which qualify the individual for reemployment under the law.
- c. Application for reinstatement must be made within ninety (90) days from the date of discharge or release from active military service (national guardsmen and reservists called into active duty must make application for reemployment within thirty-one (31) days after the end of training). Failure to comply within these time frames will be regarded as voluntary resignation.
- d. The employee has not served any period of voluntary reenlistment.
- e. A copy of military orders should accompany all requests for a military leave of absence and/or reinstatement request.
- f. National guardsmen and reservists will be granted a military leave up to two (2) weeks each year.

ARTICLE XVI
RELIGIOUS OBSERVANCE

§1. In accordance with the existing District policy, religious holidays will be granted as emergency days. Questions regarding which holidays will be granted should be directed to your supervisor or the Human Resources Office.

ARTICLE XVII
POSTING OF OPEN POSITIONS/TRANSFERS/ASSIGNMENTS

§1. Every effort will be made to consider all employees who may be interested in openings within the District. The District shall electronically post any new bargaining unit position or any vacancy to an existing bargaining unit position, which the District intends to fill, for not fewer than five (5) work days. Transfers between schools may be arranged when positions are available. Whenever an employee wishes to be considered for a transfer, the matter should be discussed with the immediate supervisor.

§2. A transfer is a change from one type of job to another or from one building to another.

§3. An employee's request for transfer or promotion will be considered, except in unusual circumstances, only after he/she has been employed for at least six (6) months in a position.

§4. There are times when, in the opinion of the Director of Human Resources, the best interest of the District will be served by administratively transferring an employee. All transfers require the approval of the department supervisor and the Director of Human Resources. All promotions and requests for transfer shall be made on the basis of qualifications and merit as determined by the department supervisor and/or the Human Resources office. All transfers or assignment of personnel remain within the discretion of management.

§5. Ten (10) month and eleven (11) month employees are given reasonable assurance letters by the end of school in June that they will be returning to work in August.

ARTICLE XVIII
SAFE WORK ENVIRONMENT / WORK PLACE INJURY

§1. The Board shall endeavor to work with the Association to create a safe working environment for Bargaining Unit Members. In the event a Bargaining Unit Member sustains a workplace injury as the result of an interaction / assault with a student that is less than the seven (7) day elimination period in duration and that workplace injury is covered pursuant to workers' compensation, the District will provide the equivalent of a District-paid sick day for the Bargaining Unit Member for up to the first three (3) days of the seven (7) day elimination period. The provisions of these supplemental sick/workers' compensation days would be regardless of the number of sick days in the Bargaining Unit Member's individual accumulated sick leave.

ARTICLE XIX
EMPLOYEE EVALUATION

§1. The North Penn School District recognizes a need for ongoing employee evaluation as a means of improving effectiveness. A comprehensive program of staff evaluation will often include self-evaluation as well as supervisory evaluation. It is felt that the evaluation process can serve many purposes.

§2. The primary goal of the evaluative process is the improvement of the competency and performance level of all employees.

§3. Specific objectives include:

- a. Providing each employee with feedback on his or her performance through the use of self and/or administrative evaluation.
- b. Providing administrative and supervisory personnel with feedback on employee's performance in order that appropriate support may be provided.
- c. Providing evidence of successful performance of assigned duties.
- d. Documenting evidence of deficiencies in performance of assigned duties.

§4. A supervisor will evaluate employees' job performance. Performance ratings may serve as a basis for consideration for promotion, salary adjustment, dismissal, and as a source of reference data.

ARTICLE XX
EMPLOYEE BENEFITS — ELIGIBILITY REQUIREMENTS

§1. It is the intent of the North Penn School District to provide a benefits program which will attract and retain competent employees, be competitive with benefit programs in other school districts and be equitable to all employees. Benefits are extended to employees as follows:

- a. All salaried and hourly bargaining unit members who work a full-time schedule of at least thirty (30) hours per week are entitled to all benefits. All current employees who may be under the thirty (30) hour threshold and are receiving benefits or are eligible to receive benefits but waived benefits shall be grandfathered for all new positions of twenty-five (25) hours or more. These changes shall be in alignment with Board Policy 4148.
- b. Seasonal employees who work during the summer or holidays are not entitled to any benefits.
- c. Coverage becomes effective upon date of hire and/or completion of a probationary period. More complete information about coverage and benefit plans can be obtained from the Benefits Department in the Business Office.

- d. Hourly nurses who work a full-time schedule are entitled to the following benefits: healthcare benefits, personal leave, sick days, disability insurance. All ten (10) and eleven (11) month employees shall not suffer a loss of pay in weather related closings. The District shall either provide the employee work to be done remotely or the days will be made up later in the school year. In the case of non-weather-related closings these employees shall not suffer a loss of pay provided the employee is assigned work by the District remotely or the days missed are made up later in the school year
- e. All employees who work over 1,250 hours in the past twelve (12) calendar month period are entitled to salary continuation.
- f. All authorized work performed by non-exempt employees in excess of forty (40) hours per week (Monday through Sunday) shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate, if approved by the employee's immediate Supervisor in advance. The District may elect to provide compensatory time in accordance with the Fair Labor Standard Act, in lieu of paying one and one-half (1½) times the employee's rate. Compensatory time in lieu of overtime payment may be requested by the employee and must be approved in advance by the employee's immediate supervisor. Compensatory time will be tracked by the department and must be used within one calendar year from the date granted or paid at the rate of one and one-half times the regular hourly rate.

ARTICLE XXI
FLEXIBLE BENEFITS

§1. The North Penn School District has introduced a flexible benefits plan to give employees control over the benefits they may want or need. Except for "Core" benefits which include Group Life, Long Term Disability Insurance, PSERS Retirement Plan, Sick Days, and Vacation Days, employees are free to choose from benefits options which best meet their needs. The Board will provide medical/health care plans for which the Board will pay the full premium less any employee contribution to the cost of the premium as a set percentage/dollar amount as set forth in Article XXII, Fringe Benefits – Insurances, on page 10.

§2. If an employee elects to have no health/medical plan, and as long as his/her spouse is not employed by the District and currently receiving health plan benefits, he/she will receive a "Flex Waiver" in their paychecks on a bi-weekly basis as set forth in Article XXIV, Medical Insurance Reimbursement, on page 16.

§3. Flexible benefits include Health Insurance, Dental and Vision Insurance. In addition, there are "Medical and Dependent Care Spending Accounts." These options are briefly described in Article XXIII, on page 16.

§4. Information on cost and specific insurance options are revised on a yearly basis and can be obtained from the Benefits Department in the Business Office.

ARTICLE XXII
FRINGE BENEFITS - INSURANCES

§1. The medical plan being offered by the District will be one in which all Bargaining Unit Members will share in the cost. The core plan being offered by the District is a Custom 10/20/70. The Core Plan being offered by the District is a redesigned plan designated as PC-C3- F2-01 Modified 2 Plan as described in Article XXII, §4 herein. If a Bargaining Unit Member decides to choose a plan that is more costly than the core plan, then the District will contribute an amount toward that plan that is equivalent to the District's contribution to the premium cost of the core plan being offered. If a Bargaining Unit Member selects a plan other than the core plan, then he/she will pay the costs in excess of the board's limitations. The District shall also offer a medical plan that is less costly than the core plan. The parameters of the buy-up and/or buy-down plans are set forth in Subparagraph 4 herein. If a Bargaining Unit Member decides to choose a plan that is less costly, then the District will contribute an amount toward that plan that is up to the District's dollar contribution to the premium cost of the core plan. For those bargaining unit members and dependents who are enrolled in a District medical plan and who use the on-site health care clinic there will be no co-pays or deductibles for Primary Care Physician visits and for Outpatient laboratory services.

§2. In the event the healthcare plan does not meet statutory or regulatory requirements, the parties will meet and attempt to correct the situation. This would not constitute a contract re- opener.

§3. Bargaining Unit Members will be able to purchase a buy-up plan. The District shall select the buy-up plan that will have an actuarial value of no more than five (5) percentage points higher than the core health plan of the District. The District shall continue to offer a buy-down plan that shall be no more than five (5) percentage points lower in actuarial value than the core health plan.

§4. The core health benefit plan will be as described below with a premium share of seventeen percent (17%). The premiums will be deducted through mandatory payroll deductions.

The Core Plan is as follows:

Custom Personal Choice C3-F2-01		
Benefit	In-network	Out-of-network ¹
BENEFIT PERIOD	Contract Year ²	Contract Year
DEDUCTIBLE		
Individual	\$200	\$1,000
Family	\$600	\$3,000

¹ Non-Preferred Providers may bill you for differences between the Plan allowance which is the amount paid by Independence Blue Cross (IBC, and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on fifty percent (50%) of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

² A contract year benefit period is a consecutive twelve (12) month period that begins on your employer's effective date. The deductible and out-of-pocket maximum amounts start at \$0 at the beginning of each contract year.

The Core Plan is as follows:

Custom Personal Choice C3-F2-01		
Benefit	In-network	Out-of-network¹
OUT-OF-POCKET MAXIMUM³		
Individual	\$2,500	\$5,000
Family	\$5,000	\$ 15,000
LIFETIME MAXIMUM	Unlimited	Unlimited
DOCTOR'S OFFICE VISITS		
Primary care services	\$20 copayment, no deductible	60%, after deductible
Specialist services	\$40 copayment, no deductible	60%, after deductible
TELEMEDICINE	100%, no deductible	Not Covered
PREVENTIVE CARE FOR ADULTS AND CHILDREN	100%, no deductible	60%, no deductible
PEDIATRIC IMMUNIZATIONS	100% (office visit copayment does not apply), no deductible	60%, no deductible
ROUTINE GYNECOLOGICAL EXAM/PAP <i>1 per year for women of any age⁴</i>	100%, no deductible	60%, no deductible
MAMMOGRAM	100%, no deductible	60%, no deductible
NUTRITION COUNSELING FOR WEIGHT MANAGEMENT <i>6 visits per year⁴</i>	100%, no deductible	60%, after deductible
OUTPATIENT LABORATORY / PATHOLOGY	100%, no deductible	60%, after deductible
MATERNITY		
First OB visit	\$20 copayment, no deductible	60%, after deductible
Hospital	\$125/day; maximum of 5 copayments/admission ⁵ , after deductible	60%, after deductible ⁶

³ The in-network out-of-pocket maximum includes the copayments, coinsurance and deductible. The out-of-network pocket maximum only includes coinsurance only.

⁴ Combined in/out-of-network

⁵ Copayment waived if readmitted within ten (10) days of discharge.

⁶ Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

Custom Personal Choice C3-F2-01		
Benefit	In-network	Out-of-network¹
INPATIENT HOSPITAL SERVICES		
Facility	\$125/day; maximum of 5 co-payments/admission ⁷ , after deductible	60%, after deductible ⁸
Physician / Surgeon	100%, no deductible	60%, after deductible
INPATIENT HOSPITAL DAYS	Unlimited	70 ⁹
OUTPATIENT SURGERY		
Facility	\$100 copayment, after deductible	60%, after deductible
Physician / Surgeon	100%, no deductible	60%, after deductible
EMERGENCY ROOM	\$100 copayment (copayment waived if admitted), no deductible	\$100 copayment (copayment not waived if admitted); no deductible
URGENT CARE CENTER	\$50 copayment, no deductible	60%, after deductible
AMBULANCE		
Emergency	100%, no deductible	100%, no deductible
Non-Emergency	100%, no deductible	60%, after deductible
OUTPATIENT X-RAY / RADIOLOGY		
<i>(Copayment not applicable when service performed in ER or office setting)</i>		
Routine Radiology / Diagnostic	\$40 copayment, after deductible	60%, after deductible
MRI/MRA, CT/CTA Scan, PET Scan	\$80 copayment, after deductible	60%, after deductible

⁷ Copayment waived if readmitted within 10 days of discharge.

⁸ Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

⁹ Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

Custom Personal Choice C3-F2-01		
Benefit	In-network	Out-of-network¹
THERAPY SERVICES		
Physical and occupational <i>30 total visits per year for PT/OT combined¹⁰</i>	\$40 copayment, after deductible	60%, after deductible
Cardiac Rehabilitation <i>36 visits per year¹¹</i>	\$40 copayment, after deductible	60%, after deductible
Pulmonary Rehabilitation <i>36 visits per year¹²</i>	\$40 copayment, after deductible	60%, after deductible
Speech <i>20 visits per year¹³</i>	\$40 copayment, after deductible	60%, after deductible
Orthoptic/Pleoptic <i>8 session lifetime maximum¹⁴</i>	\$40 copayment, after deductible	60%, after deductible
SPINAL MANIPULATIONS <i>20 visits per year¹⁵</i>	\$40 copayment, after deductible	60%, after deductible
ALLERGY INJECTIONS <i>(Office visit copayment waived if no office visit is charged)</i>	100%, after deductible	60%, after deductible
INJECTABLE MEDICATIONS		
Standard Injectables	100% ¹⁶ , after deductible	60%, after deductible
Biotech/Specialty Injectables	\$100 copayment, after deductible	60%, after deductible
CHEMO/RADIATION/DIALYSIS	100%, no deductible	60%, after deductible
OUTPATIENT PRIVATE DUTY NURSING <i>360 hours per year¹⁷</i>	90%, no deductible	60%, after deductible
SKILLED NURSING FACILITY <i>120 days per year¹⁸</i>	\$50/day; maximum of 5 copayments/admission ¹⁹ , no deductible	60%, after deductible
HOSPICE AND HOME HEALTH CARE	100%, no deductible	60%, after deductible

¹⁰ Combined in/out-of-network

¹¹ Combined in/out-of-network

¹² Combined in/out-of-network

¹³ Combined in/out-of-network

¹⁴ Combined in/out-of-network

¹⁵ Combined in/out-of-network

¹⁶ Office visit subject to copayment

¹⁷ Combined in/out-of-network

¹⁸ Combined in/out-of-network

¹⁹ Copayment waived if readmitted within ten (10) days of discharge

Custom Personal Choice C3-F2-01		
Benefit	In-network	Out-of-network¹
DURABLE MEDICAL EQUIPMENT	70%, after deductible	50%, after deductible
PROSTHETICS	70%, after deductible	50%, after deductible
MENTAL HEALTH CARE		
Outpatient	\$40 copayment, no deductible	60%, after deductible
Inpatient	\$125/day; maximum of 5 copayments/admission ²⁰	60%, after deductible ²¹
SERIOUS MENTAL ILLNESS CARE		
Outpatient	\$40 copayment, no deductible	60%, after deductible
Inpatient	\$125/day; maximum of 5 copayment/admission ²² , after deductible	60%, after deductible ²³
SUBSTANCE ABUSE TREATMENT		
Outpatient/ Partial Facility Visits	\$40 copayment, no deductible	60%, after deductible
Rehabilitation	\$125/day; maximum of 5 copayments/admission ²⁴	60%, after deductible ²⁵
Detoxification	\$125/day; maximum of 5 copayments/admission ²⁶	60%, after deductible ²⁷

²⁰ Copayment waived if readmitted within ten (10) days of discharge

²¹ Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services

²² Copayment waived if readmitted within ten (10) days of discharge

²³ Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services

²⁴ Copayment waived if readmitted within ten (10) days of discharge

²⁵ Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse service

²⁶ Copayment waived if readmitted within ten (10) days of discharge

²⁷ Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse service

§5. All Bargaining Unit Employees who are enrolled in the District's health benefit plan who are tobacco users, including tobacco chewing, e-cigarettes, and smokers, will be subject to an Employee premium tobacco surcharge of \$100.00 per month per employee, unless the covered Employee is enrolled in an approved smoking cessation program.

§6. Bargaining Unit Members will be able to purchase up and the District shall continue to offer a buy-down plan, for the life of the Agreement and any period of status quo thereafter.

Part Time Employee Benefits:

§7. Employees must work at least 30 hours per week in order to receive benefits in accordance with Policy No. 4148 of the Board of School Directors of the District.

Prescription Plan:

§8. The prescription program shall be a \$10/\$30/\$50 plan with no deductible and oral contraceptives covered. The mandatory mail order copay will be \$20/\$60/\$100 (for a 31-90 day supply).

§9. The District shall continue the National Preferred Formulary (NPF) that provides for supplemental multi-source and single-source brand exclusions in accordance with the modifications regularly made by the pharmacy benefit provider information for the National Preferred Formulary.

§10. The District shall continue the following programs in connection with the prescription program:

- Drug Quantity Management – Advantage Plus Program or substantial equivalent.
- Prior Authorizations – Advantage Plus Program or substantial equivalent.
- Pharmacogenics
- Proactive
- Adjunctive Specialty
- Step Therapy
- Safe Guard Rx
- SaveOn SP with the understanding that if an employee does not enroll in the program, the member is only responsible for the contractual copay rather than the full amount of the copay that is required under the program.
- Specialty list that will capture all specialty medications with chemical and therapeutic equivalency as determined by the Pharmacy Benefit Manager.

§11. The District Administration agrees to provide the Association President with the quarterly list of medications that are impacted by the National Preferred Formulary and the programs listed above in conjunction with the prescription program as published by the insurance provider.

§12. The premium share for the District-approved self-insured prescription program as stated shall be on the same basis and premium share as the core plan.

§13. Mail order maintenance drugs shall be mandatory for prescriptions in excess of a thirty (30) day supply. Bargaining Unit Members who purchase drugs through mail order shall be responsible for only two (2) copayments per three (3) month prescription.

§14. The District shall be permitted to self-insure at its discretion. The benefits and services must be the equivalent or better than those of the Custom Independence Blue Cross Personal Choice plan now in effect.

§15. Retiring professional employees shall have the option of continuing in the District's health plan and prescription plan, the cost to be borne by those employees electing to do so, consistent with the provisions of Section 5-513 of the Public School Code of 1949, as amended.

Dental Plan:

§16. The District will provide a basic dental plan for the duration of this contract. The dental plan being offered by the District is one in which all Bargaining Unit Members will share in the cost.

§17. The dental program will have an annual cap of \$1,500 for dental benefits and the Bargaining Unit Member's premium share will be sixteen percent (16%) of the premiums for the program. Premiums for the dental program will be made through mandatory payroll deductions.

Vision Plan:

§18. The District will provide a vision plan for the duration of this contract. The vision plan being offered by the District will be one in which all Bargaining Unit Members will share in the cost. All Bargaining Unit Members will contribute \$2.50 per month.

ARTICLE XXIII

MEDICAL CARE AND DEPENDENT CARE SPENDING ACCOUNTS

§1. Employees can elect to make a payroll contribution to a "Medical Care or "Dependent Care" spending account up to IRS limitations for flexible spending accounts. This payroll contribution is not subject to Federal income taxes and can be used to pay for either dependent child care or to cover medical or dental expenses not covered by the employee's insurance plan and which employees have to "pay out of pocket." Employees are allowed to set aside up to \$2,750 per year for a "Medical Care" spending account. For Dependent Care spending accounts, employees are allowed to set aside up to \$5,000 per year. Employees would then be reimbursed for those qualifying expenses out of their spending accounts. Employees need to be aware that whatever monies are put into the spending accounts must be used during that plan year. Employees cannot carry over monies into the next year or be reimbursed for monies left in the account but not used. Employees must use it or lose it.

§2. Further details on how the spending accounts work can be obtained from the Benefits Department in the Business Office.

ARTICLE XXIV

MEDICAL INSURANCE REIMBURSEMENT

§1. Employees who choose not to participate in the medical insurance coverage as provided for in this Agreement shall receive \$1,272 annually paid in accordance with the District's payroll schedule.

§2. If the number of participants in the waiver insurance program increase five percent (5%) beyond the 2017-2018 level of participants during the life of the contract, the medical insurance reimbursement shall be increased to \$1,500 and remain at that level.

ARTICLE XXV

LIFE INSURANCE

§1. A term life insurance policy equivalent to \$50,000 is provided by the District for full-time hourly employees. Grandfathered Part-time hourly employees are eligible for a policy equivalent to \$10,000. New employees working less than thirty (30) hours per week are not eligible for this benefit.

ARTICLE XXVI

SALARY CONTINUATION

§1. Full-time salaried employees are eligible for salary continuation insurance. Benefits are payable from the 15th day of disability or at the expiration of sick days, whichever is greater. For a disability due to accident or illness for a maximum of two (2) years the amount payable weekly is fifty percent (50%) of employee's basic monthly earnings not to exceed \$1,750 monthly maximum benefit in the first year of the CBA and \$2,000 monthly maximum benefit thereafter.

ARTICLE XXVII
COURSE REIMBURSEMENT

§1. In order to assist full-time employees in maintaining and improving their job skills, North Penn School District provides five hundred dollars (\$500) per year for educational reimbursement for courses/ credits that the District determines have been successfully completed with a grade of B or better or a passing grade in a pass/fail course. Effective in year 2 of the CBA, the District will provide three thousand dollars (\$3,000) per year for educational reimbursement for courses/credits that the District determines have been successfully completed with a grade of B or better or a passing grade in a pass/fail course. Any employee who resigns or retires within one year from the date of conclusion of coursework for which educational reimbursement was paid shall reimburse the District for the entire payment. All coursework must be preapproved by submitting a preapproval and reimbursement for courses credit form to the Human Resources Office.

ARTICLE XXVIII
SICK LEAVE

§1. Sick leave is provided to protect employees from loss of pay in the event of illness. Employees are entitled to sick leave according to the following schedule:

12-month Salaried Employees	
Less than one year of employment (July 1, to June 30)	Pro Rata Share
1-3 years of employment	9 days/per year
4 years of employment	10 days/per year
5 years of employment	11 days/per year
6 or more years of employment	12 days/per year

10-month and 11-month Salaried and Full-Time Hourly Employees	
<u>Less than one year of employment (July 1, to June 30)</u>	<u>Pro Rata Share</u>
1-3 years of employment	8 days/per year
4 years of employment	9 days/per year
5 or more years of employment	10 days/per year

Part-Time Hourly Employees	
Less than one year of employment (July 1, to June 30)	Pro Rata Share
1-3 years of employment	5 days/per year
4 years of employment	6 days/per year
5 years of employment	7 days/per year
6 years of employment	8 days/per year
7 years of employment	9 days/per year
8 or more years of employment	10 days/per year

§2. Accumulation of sick leave is unlimited.

§3. Sick Leave Reimbursement. Reimbursement for all accumulated unused sick leave will be paid to retiring staff members who have served fifteen (15) years in the North PennSchool District, or for ten (10) continuous years of service for those forced to retire due to illness. Reimbursement will be at the following:

2021-2025	\$42.00
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The payout shall be placed exclusively in a 403(b) account.

Part-time hourly	\$15.00/day
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§4. This same reimbursement will be paid to the beneficiary of any deceased employee regardless of years of service.

ARTICLE XXIX
MILEAGE REIMBURSEMENT

§1. Employees who drive their vehicles on District business shall be entitled to mileage reimbursement at the rate as established by the United States Revenue Service for such business mileage reimbursement. Any changes in the mileage rate will be effective the first day of the month after either party gives written notice to the other of a change in the IRS rate.

ARTICLE XXX
PAYROLL INFORMATION

§1. Pay Periods. Payroll will be set up for mandatory direct deposit for all employees every other Friday. If a vacation or holiday falls on that day, the payday is the last workday prior to the vacation or holiday. Paydays are predicated on twenty-six (26) pay periods per year. Because of the way paychecks are calculated, an employee may experience an adjustment in his or her final check upon resignation or retirement.

§2. Payroll schedules and the calculation of biweekly paychecks will be explained thoroughly at time of hire.

§3. Electronic W-2 forms will be issued to all employees.

ARTICLE XXXI
DIRECT DEPOSIT

§1. Employees must arrange for direct deposit of their paychecks to an account of their choice in most area banks. Forms and accompanying instructions are available through the Payroll and/or the Human Resources Office(s).

ARTICLE XXXII
EMPLOYEE ASSISTANCE PROGRAM

§1. The District recognizes that employees and their dependents on occasion may need to seek assistance with problems affecting their lives at home or at work. To this end, an Employee Assistance Program (EAP) has been made available to all employees and their family members. Confidentiality is guaranteed. Information regarding the program is available through the Human Resources Office.

ARTICLE XXXIII
WORK RELATED INJURIES

§1. The Board agrees to maintain in force during the term of this Agreement workers' compensation insurance as required by law.

§2. Employees suffering injuries during the course of their employment shall immediately report such injury to the building principal or supervisor.

§3. The workers' compensation insurance benefits as provided in this Article shall be coordinated with the sick leave and other paid leave and insurance benefit provisions of this Agreement and with other disability benefits provided by law, including Social Security disability benefits, such that no employee shall receive compensation to exceed the amount of the employee's regular base salary.

- a. An employee receiving workers' compensation may, where applicable, use sick leave limited to the difference between workers' compensation and regular sick pay.
- b. The employee shall have the option to receive full sick leave and return all worker's compensation insurance payments to the employer.
- c. In either event, sick leave utilized shall be deducted from accumulated sick leave on a pro rata basis.

§4. Employees shall notify the employer of payments received pursuant to workers' compensation insurance and/or disability insurance benefits within a reasonable time after receipt thereof.

§5. The employer shall have the right to post panels of medical practitioners in accordance with current law.

ARTICLE XXXIV
SENIORITY, LAYOFF AND RECALL

A. Definition and Guidelines

§1. Seniority shall be defined as an employee's length of continuous service with the employer since the employee's most recent date of hire in a bargaining unit job. A separate seniority list will be maintained for part-time employees. Updated seniority lists shall be provided by the Board by October 1 of each contract year.

§2. In the event of a layoff or reduction in force, layoffs within a job classification shall be on the basis of seniority, provided that the remaining employees are qualified and physically able to perform the work. Recalls from layoff will be in inverse order of seniority.

§3. An employee whose job is eliminated may bump the least senior employee in the same job classification or in another lower rated classification whose skills are wholly encompassed within the employee's current classification. A part-time employee may not bump a full-time employee, but may only bump into a part-time job with an equal or lower number of hours. Job assignment subsequent to the bumping process shall be at the discretion of the District.

§4. Employees who are laid off shall retain their seniority for a period of one (1) year following the date of layoff.

§5. Seniority and all rights under this contract shall be lost by an employee for any of the following reasons:

- a. Voluntary quit or resignation.
- b. Discharge.
- c. Failure upon recall by certified mail from layoff to report to work within one (1) week.
- d. Retirement.
- e. Failure to return from an approved leave of absence.
- f. Remaining on layoff status for period in excess of one (1) year.
- g. Absence for three (3) consecutive days without notifying the District unless failure to do so is beyond the employee's control.

§6. In the event a reduction in an employee's hours of work results in a higher employee contribution or loss of his/her medical, dental, vision and prescription insurances, the reduction in hours shall be on the basis of seniority, except where the special needs of the District shall require a waiver of this section of the Agreement.

ARTICLE XXXV
PROBATION

§1. The first sixty (60) working days will be a probationary period. During this time, ability to perform required duties must be demonstrated and the supervisor will make a determination relative to the employee's match of the job. At the end of this period, job performance will be evaluated. If the supervisor feels that the probationary period should be extended, written notification indicating the reason and length of the extension will be given to the employee.

§2. An employee may be placed on probation at any time during employment if declining performance warrants it or if the employee assumes a new position in which supervisory responsibilities or the acquisition of new skills is required.

ARTICLE XXXVI
DISCIPLINARY PROCEDURE

§1. Purpose

- a. The progressive discipline procedure is designed to provide a uniform and consistent means for all employees to be treated equitably and fairly if, and when, policy and rule infractions occur or job expectations are not met.
- b. Dismissal of any employee will not take place without sufficient prior warning that will afford the employee an opportunity to correct whatever activities or behavior are causing dismissal consideration, except when the offense is serious enough to warrant immediate dismissal.

§2. Scope

- a. The following situations are serious enough to be considered grounds for immediate dismissal.
 1. Theft.
 2. Bringing weapons onto School District property.
 3. Fighting.
 4. Falsification of records.
 5. Willful destruction of District property.
 6. Insubordination.
 7. Bringing unauthorized alcohol or nonprescription controlled substances on the premises.
 8. Willful misconduct.
- b. Any decision for immediate dismissal must be approved by the Director of Human Resources.

c. Common causes for dismissal following progressive discipline include, but are not limited to, the following:

1. Repeated lateness.
2. Excessive absenteeism.
3. Failure to call in each day when sick.
4. Unauthorized absence from job or work station.
5. Abusive language.
6. Disruptive behavior.
7. Inadequate quantity or quality of work performed.
8. Negligence.
9. Acts or omissions which interfere with employees' work.

The causes listed above are only examples of actions which may lead to dismissal.

§3. Disciplinary Actions Step

a. Verbal Warning

1. The supervisor/administrator should obtain all facts surrounding an incident.
2. The supervisor/administrator should meet with the employee to discuss the offense or poor performance. It is essential that the supervisor/administrator stress the importance of the rule or desired performance and express confidence that the problem will be corrected.
3. A brief record of the nature of the discussions may be shared with the Human Resources Office prior to the warning.
4. Verbal warnings are the responsibility of the appropriate administrator. Discussions may be held with the Human Resources Office.

b. Written Reprimand

1. Should the same or similar offense occur again or if the employee's behavior does not change, the administrator should again investigate the facts and meet with the employee and a representative from the Human Resources Office.
2. A written summary of the incident/behavior will be prepared which clearly states the problem and what is expected of the employee to correct it. A specific time period should be stated during which improvement must take place. The administrator and the employee should date and sign the summary.
3. A copy of the written documentation should be given to the employee and another forwarded to the Human Resources Office.
4. The written reprimand may be waived and the employee taken from a verbal warning to probationary status. This requires review and concurrence of the Director of Human Resources.

c. Probationary Status

1. If further disciplinary action is required or improved behavior is not evident within the time period specified, the administrator should meet with the Director of Human Resources to discuss the situation and the possibility of probationary status.

2. A written synopsis of the misconduct should be prepared which states the intention of placing the employee on probationary status for a specified period of time. No pay increase or a reduced pay increase will be given should the annual review date fall within this period.
3. The administrator and a representative from the Human Resources Office should meet with the employee to once more state the problem and inform the employee of the required change in performance.
4. Documentation must be signed by the employee (to show that he/she understands the reasons for probation, not necessarily that he/she agrees with them) and witnessed by the administrator and Human Resources representative. Copies should be retained by all participants with originals placed in the employee's personnel file.

d. Termination

1. If another similar disciplinary problem arises or the employee fails or refuses to bring about the required improvement in performance, then the employee will be terminated.
2. It is essential that all decisions relative to termination be discussed and approved by the Director of Human Resources.

ARTICLE XXXVII
GRIEVANCE PROCEDURE

§1. Definitions

- a. A "grievance" shall be defined as a claim or assertion that there has been a violation of any of the provisions of this Agreement.
- b. An "aggrieved person" is the person or persons making the claim, including the Association. In the event the Association presents a grievance pursuant to this Article, such grievance shall designate the names of each bargaining unit member on whose behalf the Association has presented such grievance. Only the Association may file a grievance.

§2. General Principles

- a. The term "days" when used in this Article shall mean work days when the District administrative offices are open for business. If the last day of any time period or time limit specified in this Article falls on a non-working day, the time period or limit shall be extended to the next following working day.
- b. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step in the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step.

- c. All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than twenty (20) working days. The failure to submit a written grievance within such period shall constitute a bar to the processing of the grievance.
- d. Where a grievance cannot be resolved at a lower step of the procedure, upon written request of the Association, the employer may waive, in writing, the processing of the grievance at such step and allow it to proceed directly to a higher step.
- e. Time limits may be extended by written mutual consent of both parties.
- f. Grievances shall be processed on the form attached hereto as Exhibit "A".

§3. Procedure

Informal Step

Before a formal grievance is filed, the employee or his representative shall request an informal meeting with the immediate supervisor in an attempt to settle the grievance.

Step I.

If the matter is not satisfactorily adjusted in the informal meeting, the person or persons initiating the alleged grievance shall present the grievance, in writing and on a form provided by the employer, as attached hereto and made a part hereof, to the immediate supervisor or other appropriate level of management within twenty (20) days after its occurrence. The immediate supervisor shall reply, in writing, to the grievance within ten (10) days after initial presentation of the grievance. The grievance shall contain a written statement of the facts, the dates of occurrence, the names of the grievants, the specific Sections of the agreement alleged to have been violated, and the remedy sought.

Step II.

If the action in Step I above fails to resolve the grievance to the satisfaction of the affected parties, the grievant, or his or her representative, shall transmit the grievance, together with a written statement of the reasons for dissatisfaction with the immediate supervisor's response to the grievance, to the Superintendent within ten (10) days of receipt by the grievant of the immediate supervisor's written disposition. The Superintendent shall reply in writing within a period of ten (10) days.

By mutual agreement between the Superintendent and the Association representative, informal hearings or conferences may take place at this step of the procedure in an effort to clarify facts, issues or positions and/or to facilitate settlement of grievances where possible.

Step III.

If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievant, or his or her representative, shall transmit the grievance, together with a written statement of the reasons for dissatisfaction with the disposition of the grievance by the Superintendent, to the Secretary of the Board, with a copy to the Superintendent, within ten (10) days of receipt of the Superintendent's written decision. The Board shall render a decision in writing within twenty (20) days following its next regularly scheduled meeting.

Step IV.

If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred by the Association to binding arbitration, as provided in Section 903 of Act 195 provided such referral is made in writing within twenty (20) calendar days following the date of the decision referred to in Step III. Notice of such appeal shall be given in writing to the Superintendent. The parties shall equally bear the cost of arbitration.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis on which the decision shall be rendered. The arbitrator shall be without jurisdiction to render an award contrary to law or to add to, modify, vary, change or remove any term of this Agreement.

ARTICLE XXXVIII
NO STRIKE-NO LOCKOUT AGREEMENT

§1. It is mutually agreed that there shall be no strike, as that term is defined under Act 195 or Act 88, during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.

§2. The employer will not engage in any lockout of bargaining unit employees during the life of this Agreement.

ARTICLE XXXIX
SUPERVISORS

§1. It is agreed that supervisory and management employees have the right to perform any work in the District including work which is otherwise performed by members of the bargaining unit, provided that this shall not result in the layoff or reduction of hours of any current employee.

ARTICLE XL
MANAGEMENT RIGHTS

§1. The employer hereby reserves to itself the authority conferred upon it by law. Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.

§2. 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 and other property of the employer, to determine the employment, classifications, and initial and subsequent assignment 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 employees, 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.

§3. 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, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

§4. 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.

ARTICLE XLI
JOINT LABOR / MANAGEMENT COMMITTEE

The parties agree to the establishment of a Joint Labor / Management Committee to review salary bands and job classifications for the purpose of insuring appropriate position grading. The committee shall be comprised of equal representation of three (3) members of the Association and three (3) members of the Administration. The parties enter into this committee with the understanding that the positions stricken in red as provided by the Administration in negotiations shall be removed from the NPESPA classifications effective with this new contract. The committee shall meet for the first time no later than within ninety (90) calendar days after ratification to discuss these issues. A majority of the committee members must agree to any recommendation of the committee. Any recommendation made by the committee shall require a formal vote by the Board of School Directors pursuant to §5-508 of the School Code and shall be established by a Memorandum of Understanding.

ARTICLE XLII
UNION ACTIVITY DURING WORK HOURS

§1. No member of the bargaining unit shall engage in organizational activity, grievance activity, or any other union related activity on the premises of the employer during work hours of the employee except with the express prior agreement of the employer.

§2. No member, official or representative of NPESPA or PSEA shall interfere with or interrupt the work activities of any member of the bargaining unit during the work hours of the individual without the express prior agreement of the employer.

§3. It is understood that this provision is not intended to prohibit members or officers and representatives of the Association from engaging in organizational or grievance activity before or after work hours or during their unpaid lunch period.

ARTICLE XLIII
USE OF SCHOOL FACILITIES

§1. Use of School Buildings.

The Association and its representatives shall have the right to use school buildings after the work day for meetings, upon prior approval of the Superintendent or Director of Business Administration. In the event such a meeting requires the use of additional custodial services, the Association shall be responsible for the cost of such services.

§2. Bulletin Boards.

The Association shall have, in each school building, the reasonable use of bulletin board space accessible to all bargaining unit members. Copies of all materials to be posted shall be furnished to the building principal or other appropriate supervisor prior to posting.

§3. Equipment.

The Association may use school personal computers and copying equipment, subject to the following regulations.

- a. All use of school equipment shall be during non-working hours of the employee using the equipment.
- b. Permission shall be obtained from the immediate supervisor prior to each use.
- c. Paper and supplies used up will be replaced or paid for by the Association.
- d. All equipment shall be used on District premises and may not be removed.

No equipment use shall interfere with District use or the educational program. Any damage or repair necessitated by Association use shall be paid for by the Association.

ARTICLE XLIV
USE OF MAIL FACILITIES

§1. The Association shall be allowed the use of interschool mail facilities, school mail boxes, fax machines, and e-mail system provided that it does not interfere with regular school mail. Facsimile machines shall be used for local calling area only. E-mail shall be used for communications purposes consistent with Board policy.

ARTICLE XLV
DUES DEDUCTION

§1. Payroll deductions for the Association, ESPA and NEA shall be available to all bargaining unit employees. Deductions shall be made in fifteen (15) equal payments beginning with the second October payroll. The Board will forward to the Association the previous month's deductions during the subsequent month. The District shall provide the Association with an updated list of bargaining unit members by September 15th of each contract year. By September 30 of each year of this Agreement, the Association agrees to identify, on a listing supplied by the Board, those employees from whose pay dues are to be deducted. The Association shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon the payroll deduction authorization cards submitted by the Association to the Board of School Directors.

ARTICLE XLVI
MEET AND DISCUSS

§1. Association representatives may meet with the Superintendent of Schools and members of his/her staff to review and discuss school problems and practices and the administration of this Agreement. Items discussed that are not a part of this Agreement are not subject to the grievance procedure. These meetings will be scheduled at the request of the President of the Association at a time mutually agreeable to the President and the Superintendent of Schools. The Superintendent of Schools may also request meetings with the Association at a time mutually agreeable to the Superintendent and President.

ARTICLE XLVII
ASSOCIATION LEAVE

§1. The Association shall be granted up to fifteen (15) days of paid leave for the purpose of conducting Association business. Additional leave may be provided at the discretion of the Superintendent of Schools.

ARTICLE XLIX
WAIVERS

§1. The Board and the Association acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire Agreement between the parties for the duration of the life of this Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement, except as otherwise agreed by the parties in writing.

ARTICLE L
ENTIRE AGREEMENT

§1. This written Agreement constitutes the entire agreement between the North Penn School District and the North Penn Educational Support Professionals Association and supersedes and replaces any and all obligations and agreements, whether written or oral, or expressed or implied between or concerning the parties hereto. Any amendment, modification or addition must be reduced to writing and duly executed by the parties to be effective.

ARTICLE LI
DURATION OF AGREEMENT

§1. This Agreement shall take effect on July 1, 2021, and shall continue in full force and effect through June 30, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____
day of _____, 2021.

NORTH PENN
EDUCATIONAL SUPPORT PROFESSIONALS
ASSOCIATION

NORTH PENN SCHOOL DISTRICT

EXHIBIT "A"
NORTH PENN SCHOOL DISTRICT
GRIEVANCE FORM

Name(s) of Person(s) Initiating
Grievance: _____ Date: _____

Work Location of Grievant(s): _____

Responsible Administrator: _____

Date, Time and Place of Alleged Grievance: _____

Facts Pertaining to Alleged Grievance: _____

Section(s) of collective bargaining agreement violated: _____

Statement of Specific Relief Sought: _____

Step 1: Date Reviewed with immediate supervisor: _____

Name of Those Present: _____

Disposition by immediate supervisor: _____

Signature of immediate supervisor: _____ Date: _____

STEP II: Date of appeal to Step II: _____

Statement of Grievant or Representative as to reasons for dissatisfaction with immediate supervisor's disposition: _____

Signature: _____

Date Reviewed with Superintendent (if conference held): _____

Names of Those Present: _____

Disposition by Superintendent: _____

Signature of Superintendent: _____ Date: _____

Step III: Date of Appeal to Step III: _____

Statement of Grievant or Representative as to reasons for dissatisfaction with Superintendent's decision:

Signature: _____

Date of Hearing or Conference with Grievant (if held): _____

Disposition by Board: _____

Signature of Board Secretary: _____ Date: _____

STEP V: Date of Appeal to Arbitration: _____

Statement of Association as to reasons for dissatisfaction with Boards decision: _____

Signature: _____

EXHIBIT "B"
WAGE SCHEDULES

Job Category -- Assistants							
							7/1/2021
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Classroom Assistant	20.57	21.03	21.49	21.95	22.40	22.86
1	ESL Assistant						
1	Mathematics/Reading Assistant						
1	Special Education Assistant						
1	Title I Reading Assistant						

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Secretaries							
7/1/2021							
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Secretary, Director of Elementary Ed	26.14	26.72	27.30	27.88	28.46	29.04
1	Secretary, Director of Secondary Ed						
1	Secretary, Dir. Of Special Ed/Student Services						
1	Secretary, High School Principal						
2	District Registrar	24.60	25.14	25.69	26.24	26.78	27.33
2	Retirement/Payroll Specialist						
2	Secretary, Alternative School Principal						
2	Secretary, Assistant Director of Special Education						
2	Secretary, Director of Curriculum and Assessment						
2	Secretary, Director of Facilities & Operations						
2	Secretary, Director of Technology						
2	Secretary, Elementary School Principal						
2	Secretary, Home Office High School						
2	Secretary, Middle School Principal						
2	Payroll Specialist						
3	Accounts Payable 1, Business Office	21.70	22.18	22.66	23.15	23.63	24.11
3	Activity Accounts Bookkeeper						
3	Fixed Assets Clerk						
3	Registrar/High School						
3	Secretary, Asst Principal Middle School						
3	Secretary, Athletics/Activities, HS						
3	Secretary, AV Specialist, High School						
3	Secretary, Community Services						
3	Secretary, Coordinator of Support Services						
3	Secretary, Curriculum Supervisors						
3	Secretary, Food Services 1						
3	Secretary, Guidance Middle School						
3	Secretary, Special Education, Supervisors/Compliance						
3	Secretary, Transportation						
3	Secretary, Use of School Facilities						
3	Student Accounting						

Job Category -- Secretaries (continued)							
7/1/2021							
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	Benefits Clerk	20.64	21.10	21.55	22.01	22.47	22.93
4	Bookkeeper, Extended School Care & Food Service						
4	Curriculum Resource Center Clerk						
4	Reprographics Operator						
4	Secretary, Athletics, MS						
4	Secretary, Attendance, Elementary						
4	Secretary, Attendance, HS						
4	Secretary, Attendance, Middle School						
4	Secretary, Extended School Care						
4	Secretary, Food Services 2						
4	Secretary, Health Suite, High School						
5	Copy Center Clerk	18.84	19.26	19.67	20.09	20.51	20.93
5	Library Assistants						
5	Library Processors						
5	Receptionist, High School						
5	Secretary, Department, HS IMC						
5	Secretary, Health Suite, MS						
5	Receptionist, Middle School						
5	Secretary, Library Processor						
5	Secretary, Transcript, HS						

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category – Specialists							
							7/1/2021
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0.5	Early Learning Specialist	59.53	60.85	62.17	63.49	64.82	66.14
1	Interpreter	37.09	37.91	38.74	39.56	40.39	41.21
2	Assessment & Data Analyst	36.10	36.90	37.70	38.51	39.31	40.11
2.5	Desktop/Device Spec	34.39	35.15	35.92	36.68	37.45	38.21
3	System Support Specialist	30.96	31.65	32.34	33.02	33.71	34.40
4	Access Specialist	28.08	28.70	29.33	29.95	30.58	31.20
4	Administrative Technology Specialist						
4	Advertising and Marketing Specialist						
4	Communication Media Specialist						
4	Communication and Publication Specialist						
4	PIMS						
4	Television Specialist						
5	Staff Nurse	25.86	26.43	27.01	27.58	28.16	28.73
5.5	Technology Support Specialist	22.87	23.38	23.89	24.39	24.90	25.41
6	Assistant Aquatics Director	22.69	23.19	23.70	24.20	24.71	25.21
7	Technology Support Assistants	20.80	21.26	21.72	22.19	22.65	23.11

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Assistants							
			7/1/2022				
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Classroom Assistant	21.03	21.50	21.97	22.44	22.90	23.37
1	ESL Assistant						
1	Mathematics/Reading Assistant						
1	Special Education Assistant						
1	Title I Reading Assistant						

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Secretaries							
7/1/2022							
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Secretary, Director of Elementary Ed	26.72	27.31	27.91	28.50	29.10	29.69
1	Secretary, Director of Secondary Ed						
1	Secretary, Dir. Of Special Ed/Student Services						
1	Secretary, High School Principal						
2	District Registrar	25.15	25.70	26.26	26.82	27.38	27.94
2	Retirement/Payroll Specialist						
2	Secretary, Alternative School Principal						
2	Secretary, Assistant Director of Special Education						
2	Secretary, Director of Curriculum and Assessment						
2	Secretary, Director of Facilities & Operations						
2	Secretary, Director of Technology						
2	Secretary, Elementary School Principal						
2	Secretary, Home Office High School						
2	Secretary, Middle School Principal						
2	Payroll Specialist						
3	Accounts Payable 1, Business Office	22.19	22.68	23.17	23.66	24.16	24.65
3	Activity Accounts Bookkeeper						
3	Fixed Assets Clerk						
3	Registrar/High School						
3	Secretary, Asst Principal Middle School						
3	Secretary, Athletics/Activities, HS						
3	Secretary, AV Specialist, High School						
3	Secretary, Community Services						
3	Secretary, Coordinator of Support Services						
3	Secretary, Curriculum Supervisors						
3	Secretary, Food Services 1						
3	Secretary, Guidance Middle School						
3	Secretary, Special Education, Supervisors/Compliance						
3	Secretary, Transportation						
3	Secretary, Use of School Facilities						
3	Student Accounting						

Job Category -- Secretaries (continued)							
		7/1/2022					
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	Benefits Clerk	21.11	21.57	22.04	22.51	22.98	23.45
4	Bookkeeper, Extended School Care & Food Service						
4	Curriculum Resource Center Clerk						
4	Reprographics Operator						
4	Secretary, Athletics, MS						
4	Secretary, Attendance, Elementary						
4	Secretary, Attendance, HS						
4	Secretary, Attendance, Middle School						
4	Secretary, Extended School Care						
4	Secretary, Food Services 2						
4	Secretary, Health Suite, High School						
5	Copy Center Clerk	19.26	19.69	20.12	20.54	20.97	21.40
5	Library Assistants						
5	Library Processors						
5	Receptionist, High School						
5	Secretary, Department, HS IMC						
5	Secretary, Health Suite, MS						
5	Receptionist, Middle School						
5	Secretary, Library Processor						
5	Secretary, Transcript, HS						

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Specialists							
		7/1/2022					
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0.5	Early Learning Specialist	60.87	62.22	63.57	64.92	66.28	67.63
1	Interpreter	37.93	38.77	39.61	40.45	41.30	42.14
2	Assessment & Data Analyst	36.91	37.73	38.55	39.37	40.19	41.01
2.5	Desktop/Device Spec	35.16	35.94	36.73	37.51	38.29	39.07
3	System Support Specialist	31.65	32.36	33.06	33.76	34.47	35.17
4	Access Specialist	28.71	29.35	29.99	30.62	31.26	31.90
4	Administrative Technology Specialist						
4	Advertising and Marketing Specialist						
4	Communication Media Specialist						
4	Communication and Publication Specialist						
4	PIMS						
4	Television Specialist						
5	Staff Nurse	27.15	27.76	28.36	28.96	29.57	30.17
5.5	Technology Support Specialist	23.38	23.90	24.42	24.94	25.46	25.98
6	Assistant Aquatics Director	23.20	23.72	24.23	24.75	25.26	25.78
7	Technology Support Assistant	21.49	21.97	22.45	22.92	23.40	23.88

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Assistants							
			7/1/2023				
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Classroom Assistant	21.57	22.05	22.53	23.01	23.49	23.97
1	ESL Assistant						
1	Mathematics/Reading Assistant						
1	Special Education Assistant						
1	Title I Reading Assistant						

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Secretaries							
7/1/2023							
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Secretary, Director of Elementary Ed	27.41	28.01	28.62	29.23	29.84	30.45
1	Secretary, Director of Secondary Ed						
1	Secretary, Dir. Of Special Ed/Student Services						
1	Secretary, High School Principal						
2	District Registrar	25.79	26.36	26.93	27.50	28.08	28.65
2	Retirement/Payroll Specialist						
2	Secretary, Alternative School Principal						
2	Secretary, Assistant Director of Special Education						
2	Secretary, Director of Curriculum and Assessment						
2	Secretary, Director of Facilities & Operations						
2	Secretary, Director of Technology						
2	Secretary, Elementary School Principal						
2	Secretary, Home Office High School						
2	Secretary, Middle School Principal						
2	Payroll Specialist						
3	Accounts Payable 1, Business Office	22.75	23.26	23.76	24.27	24.77	25.28
3	Activity Accounts Bookkeeper						
3	Fixed Assets Clerk						
3	Registrar/High School						
3	Secretary, Asst Principal Middle School						
3	Secretary, Athletics/Activities, HS						
3	Secretary, AV Specialist, High School						
3	Secretary, Community Services						
3	Secretary, Coordinator of Support Services						
3	Secretary, Curriculum Supervisors						
3	Secretary, Food Services 1						
3	Secretary, Guidance Middle School						
3	Secretary, Special Education, Supervisors/Compliance						
3	Secretary, Transportation						
3	Secretary, Use of School Facilities						
3	Student Accounting						

Job Category -- Secretaries (continued)							
		7/1/2023					
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	Benefits Clerk	21.65	22.13	22.61	23.09	23.57	24.05
4	Bookkeeper, Extended School Care & Food Service						
4	Curriculum Resource Center Clerk						
4	Reprographics Operator						
4	Secretary, Athletics, MS						
4	Secretary, Attendance, Elementary						
4	Secretary, Attendance, HS						
4	Secretary, Attendance, Middle School						
4	Secretary, Extended School Care						
4	Secretary, Food Services 2						
4	Secretary, Health Suite, High School						
5	Copy Center Clerk	19.76	20.19	20.63	21.07	21.51	21.95
5	Library Assistants						
5	Library Processors						
5	Receptionist, High School						
5	Secretary, Department, HS IMC						
5	Secretary, Health Suite, MS						
5	Receptionist, Middle School						
5	Secretary, Library Processor						
5	Secretary, Transcript, HS						

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Specialists							
		7/1/2023					
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0.5	Early Learning Specialist	62.42	63.80	65.19	66.58	67.96	69.35
1	Interpreter	38.89	39.75	40.62	41.48	42.35	43.21
2	Assessment & Data Analyst	37.85	38.70	39.54	40.38	41.22	42.06
2.5	Desktop/Device Spec	36.06	36.86	37.67	38.47	39.27	40.07
3	System Support Specialist	32.46	33.18	33.91	34.63	35.35	36.07
4	Access Specialist	29.44	30.09	30.75	31.40	32.06	32.71
4	Administrative Technology Specialist						
4	Advertising and Marketing Specialist						
4	Communication Media Specialist						
4	Communication and Publication Specialist						
4	PIMS						
4	Television Specialist						
5	Staff Nurse	28.51	29.15	29.78	30.41	31.05	31.68
5.5	Technology Support Specialist	23.98	24.51	25.04	25.57	26.11	26.64
6	Assistant Aquatics Director	23.80	24.32	24.85	25.38	25.91	26.44
7	Technology Support Assistant	22.27	22.76	23.26	23.75	24.25	24.74

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Assistants							
		7/1/2024					
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Classroom Assistant	22.11	22.60	23.10	23.59	24.08	24.57
1	ESL Assistant						
1	Mathematics/Reading Assistant						
1	Special Education Assistant						
1	Title I Reading Assistant						

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Secretaries							
Position Grade	Position Title	7/1/2024					
		Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Secretary, Director of Elementary Ed	28.09	28.71	29.34	29.96	30.59	31.21
1	Secretary, Director of Secondary Ed						
1	Secretary, Dir. Of Special Ed/Student Services						
1	Secretary, High School Principal						
2	District Registrar	26.43	27.02	27.61	28.20	28.78	29.37
2	Retirement/Payroll Specialist						
2	Secretary, Alternative School Principal						
2	Secretary, Assistant Director of Special Education						
2	Secretary, Director of Curriculum and Assessment						
2	Secretary, Director of Facilities & Operations						
2	Secretary, Director of Technology						
2	Secretary, Elementary School Principal						
2	Secretary, Home Office High School						
2	Secretary, Middle School Principal						
2	Payroll Specialist						
3	Accounts Payable 1, Business Office	23.32	23.84	24.36	24.87	25.39	25.91
3	Activity Accounts Bookkeeper						
3	Fixed Assets Clerk						
3	Registrar/High School						
3	Secretary, Asst Principal Middle School						
3	Secretary, Athletics/Activities, HS						
3	Secretary, AV Specialist, High School						
3	Secretary, Community Services						
3	Secretary, Coordinator of Support Services						
3	Secretary, Curriculum Supervisors						
3	Secretary, Food Services 1						
3	Secretary, Guidance Middle School						
3	Secretary, Special Education, Supervisors/Compliance						
3	Secretary, Transportation						
3	Secretary, Use of School Facilities						
3	Student Accounting						

Job Category -- Secretaries (continued)							
		7/1/2024					
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	Benefits Clerk	22.19	22.68	23.17	23.66	24.16	24.65
4	Bookkeeper, Extended School Care & Food Service						
4	Curriculum Resource Center Clerk						
4	Reprographics Operator						
4	Secretary, Athletics, MS						
4	Secretary, Attendance, Elementary						
4	Secretary, Attendance, HS						
4	Secretary, Attendance, Middle School						
4	Secretary, Extended School Care						
4	Secretary, Food Services 2						
4	Secretary, Health Suite, High School						
5	Copy Center Clerk	20.25	20.70	21.15	21.60	22.05	22.50
5	Library Assistants						
5	Library Processors						
5	Receptionist, High School						
5	Secretary, Department, HS IMC						
5	Secretary, Health Suite, MS						
5	Receptionist, Middle School						
5	Secretary, Library Processor position						
5	Secretary, Transcript, HS position						

Notes

- 1 Years of Service are as a full-time employee in the position grade.
- 2 For movement from one position grade to the next, movement from one job category to another, or for employees new to the district, Years of Service are determined at the discretion of HR and the Department Manager, considering relevant experience, up to a maximum of 5 years credit.

Job Category -- Specialists							
7/1/2024							
Position Grade	Position Title	Salary Band -- Years of Service / Step					
		0 to 0.9	1 to 1.9	2 to 2.9	3 to 3.9	4 to 4.9	5+
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0.5	Early Learning Specialist	63.97	65.39	66.82	68.24	69.66	71.08
1	Interpreter	39.86	40.75	41.63	42.52	43.40	44.29
2	Assessment & Data Analyst	38.80	39.66	40.52	41.39	42.25	43.11
2.5	Desktop/Device Spec	36.96	37.78	38.61	39.43	40.25	41.07
3	System Support Specialist	33.27	34.01	34.75	35.49	36.23	36.97
4	Access Specialist	30.18	30.85	31.52	32.19	32.86	33.53
4	Administrative Technology Specialist						
4	Advertising and Marketing Specialist						
4	Communication Media Specialist						
4	Communication and Publication Specialist						
4	PIMS						
4	Television Specialist						
5	Staff Nurse	29.93	30.60	31.26	31.93	32.59	33.26
5.5	Technology Support Specialist	24.58	25.13	25.67	26.22	26.76	27.31
6	Assistant Aquatics Director	24.39	24.93	25.47	26.02	26.56	27.10
7	Technology Support Assistant	23.05	23.56	24.07	24.59	25.10	25.61

Notes

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NORTH PENN SCHOOL DISTRICT
Lansdale, Pennsylvania 19446-3906

MEMORANDUM OF AGREEMENT
PAID FAMILY LEAVE

WHEREAS, the District is willing to implement a paid leave benefit as requested by the Association during negotiations; and

WHEREAS, the parties recognize that this benefit is an entirely new concept for the District with unknown impacts; and

WHEREAS, the parties agree to implement this benefit on an experimental basis.

NOW, THEREFORE, intending to be legally bound the parties agree as follows:

1. Effective July 1, 2022, bargaining unit members who have been employed for at least 12 months and have worked at least 1250 hours during the 12 months prior to the date of the commencement of a leave and who are expecting the birth or adoption of a child and will be the legal guardian of that child may be granted a child rearing leave of absence with pay which must occur during the first 12 months after the birth or adoption of the child.
2. The maximum length of paid leave to which a qualified bargaining unit member will be eligible will be 5 consecutive work days paid at the bargaining unit member's base hourly rate.
3. The period of the paid leave shall be included within the maximum length of leave permitted for an unpaid child rearing leave under Article X, Section 4 of the CBA and shall be included as part of the maximum available FMLA leave.
4. An employee on paid leave shall continue to pay the contractual health insurance employee premium share contribution with payment made in accordance with Article X, Section 7, of the CBA.
5. An employee on paid leave shall not receive PSERS pensionable time for the period of the leave. It is understood that the final determination concerning this issue is made by PSERS.
6. An employee who is approved for a paid leave must return to employment for a period of at least 1 year after the end of the leave or will be required to re-pay the District 50% of the wages paid during the leave.
7. It is understood that the intent of this Memorandum of Agreement is that the 5 consecutive work days will be in addition to the 10 family sick days that a spouse of an employee has available per district practice to be used for the birth of a child.
8. This Memorandum of Agreement shall expire on June 29, 2025, so that as of that date no new leaves with pay can be granted and the benefit shall cease except employees who are on a paid leave as of that date will be permitted to conclude his/her leave and will continue to be subject to the requirements of paragraphs 2-6 above.