

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**PENNRIDGE EDUCATIONAL
SUPPORT PROFESSIONALS ASSOCIATION**

AND THE

**PENNRIDGE
BOARD OF SCHOOL DIRECTORS**

**July 1, 2023
To
June 30, 2027**

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COLLECTIVE BARGAINING AGREEMENT

I. RECOGNITION

The Pennridge Board of School Directors ("Board") recognizes the Pennridge Educational Support Professionals Association ("Association") as the sole and exclusive bargaining representative for secretaries, clerks, aides, special education aides, transportation aides, nurse assistants, bus drivers, van drivers and custodial and maintenance employees and excluding professional employees, management level employees, supervisors, first-level supervisors, confidential employees and guards as certified by the Pennsylvania Labor Relations Board, Case Number PERA-R-97-644-E dated March 5, 1998 and PERA-R-06-441-E.

II. TERM OF AGREEMENT

July 1, 2023, through June 30, 2027, superseding the 2019-2024 CBA as described herein. Effective date of this Agreement shall be November 17, 2023, provided Association ratification occurs on or before November 21, 2023. The parties do not intend this Agreement to retroactively alter the terms and conditions of employment in place for the period July 1, 2023, to the effective date of this Agreement, except as expressly provided herein.

III. NO STRIKE –NO LOCK-OUT PROVISION

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195 and Act 88. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195 and Act 88) during the term of this Agreement, and the Board pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this Agreement.

IV. WAGE PROVISIONS

The parties agree that effective July 1, 2023, the wages to be affected by this Agreement are accurately reflected in Appendix "A" attached hereto and made part of this Agreement. New wage scales to be effective as of November 15, 2023, if overall agreement ratified by Association no later than close of business on November 20, 2023.

V. OTHER EMPLOYEE BENEFITS AND CONDITIONS OF EMPLOYMENT

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

VI. GRIEVANCE PROCEDURE

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

49 **VII. OTHER ITEMS OF AGREEMENT**

50
51 Other items of a general nature that have been agreed to by the Pennridge Educational
52 Support Professionals Association and the Pennridge Board of School Directors are
53 listed in Appendix "D" attached hereto and made part of this Agreement.
54

55 **VIII. WAIVERS**

56
57 The parties agree that all negotiable items have been discussed during the negotiations
58 leading to this Agreement and that no additional negotiations on this Agreement will
59 be conducted on any item contained or not contained herein during the term of this
60 Agreement.
61

62 **IX. CONFORMITY TO LAW – SAVINGS CLAUSE**

63
64 If any provision of this Agreement is or shall at any time be contrary to law, then such
65 provision shall not be applicable or performed or enforced except to the extent
66 permitted by law, and any substitute action shall be subject to appropriate consultation
67 and negotiation with the Association.
68

69 In the event that any provision of this Agreement is or shall at any time be contrary to
70 law, all other provisions of this Agreement shall continue in effect.
71

72 **X. MODIFICATION OF AGREEMENT**

73
74 This Agreement shall not be modified except by written amendment duly ratified and
75 agreed to by both parties, such written amendment to be physically attached to the
76 official copies hereof.
77

78 **XI. EFFECTIVE DATE AND SIGNATURE**

79
80 This Agreement is to be effective as of November 15, 2023, which is the date of
81 ratification by both parties, except where otherwise specifically provided.
82

83 **IN WITNESS THEREOF**, the parties hereto have caused these presents to be
84 executed by their duly authorized officers after due and proper action authorizing same,
85 intending that both parties be legally bound hereby on the date set forth below.
86
87

88 **PENNRIDGE BOARD**
89 **OF SCHOOL DIRECTORS**

90
91 BY: 

92
93 ATTEST: 

94 **PENNRIDGE EDUCATIONAL**
SUPPORT PROFESSIONALS ASSOC.

BY: 

ATTEST: 

APPENDIX "A"

1. BASIC WAGE SCHEDULE

- Wage scales are reflected in Exhibit A hereto
- New wage scales to be effective as of November 15, 2023, if overall agreement ratified by Association no later than close of business on November 20, 2023.

2. NEW HIRES

Administrative/Student Services, Custodial and Maintenance employees newly hired by the District into a bargaining unit position will be compensated at 90% of the first step [Group 1] of the applicable level of the salary schedule during the 60 calendar days probationary period.

Service is considered broken whenever an employee retires, resigns or is discharged for cause, and thus an employee will be treated as a "new hire" upon return to the District with the exception of appropriately qualified Teaching Assistants and Personal Care Assistants who accept a short or long-term substitute teaching position within the Pennridge School District, and upon completion of the teaching assignment, return to the same, or a similarly suited position at the wage, seniority and benefit level they were at prior to the teaching assignment.

Drivers and Bus Aides who leave the District due to retirement and return to service as a substitute will be paid based on the wage scale in the group that corresponds to the group that the employee was paid under during their employment.

The Board may waive the ninety percent (90%) applicable wage rate during the sixty (60) calendar days probationary period in its discretion.

All drivers will be required to possess a valid CDL license to drive a bus. All new Transportation employees hired are subject to a probationary period of sixty (60) calendar days. The District shall waive the probationary period for any new full-time bus driver who has satisfactorily worked as a substitute bus driver (in the discretion of the District) for at least one (1) year immediately preceding the start of full-time work. The substitute driver must work a minimum of sixty (60) calendar days in that one (1)-year period in order to have this probationary period waived pursuant to the determination that he/she has satisfactorily performed in this capacity.

The District shall waive the probationary period for any new full-time custodian who has satisfactorily worked as a substitute custodian (in the discretion of the District) for at least one (1) year immediately preceding the start of full-time work. The substitute custodian must work a minimum of sixty (60) calendar

days in that one (1)-year period in order to have this probationary period waived pursuant to the determination that he/she has satisfactorily performed in this capacity.

It is understood by all parties to this Agreement that an employee serving the aforementioned sixty (60) calendar days "probationary period" may be discharged at any time during the probationary period by the District at its discretion without recourse by the employee. In other words, it is specifically understood that the decision to retain an employee's services at any time during this probationary period is solely within the discretion of the District.

Except as specifically provided herein, no benefits under this Agreement shall be made available to a new employee during his/her probationary period. New employees shall be eligible to participate, at their own expense, in the District sponsored health care plan during his/her probationary period.

3. TRANSFERS WITHIN THE BARGAINING UNIT

Employees who are involuntarily transferred from one employment category to another will receive the rate of pay for the job to which they are involuntarily transferred or their previous position, whichever is greater at the time of transfer. However, the rate of pay will be "red circled" until the wage rate for the classification exceeds that of the "red circled" wage rate.

If the existing job should re-open within a two-year window, said employee will be given the opportunity to return to the position from which they were previously transferred provided that their performance was satisfactory.

All employees, with more than one (1) year of service in the District, who transfer from one employment category to another; e.g., clerk to secretary, will be paid at the Group 2 rate until they complete their fourth (4th) year of service in that new category. Provided however that the District may, in its sole discretion, start the transferring employee at a rate higher than Group 2 based on qualifications and other relevant factors, in which case step progression shall follow the wage schedule.

Custodial/Maintenance employees who are promoted to another permanent Custodial/Maintenance position shall retain their wage step level in their new position. For example, a Regular Custodian (Group IV) who is promoted to Shift Supervisor Custodian will be placed at the Group IV rate as a Shift Supervisor Custodian.

Employees who transfer from one employment category to another and are serving the sixty (60) calendar days probationary period for pay and performance evaluation purposes in the new position, shall be eligible to receive the same benefits of this Agreement provided for non-probationary employees in the same employment category.

192 **4. STIPENDS FOR TRAINED & CERTIFIED BARGAINING UNIT MEMBERS**

193
194 Stipend: A Stipend will be paid to professionally trained and certified
195 bargaining members based upon a schedule of values prepared by district
196 administration. The total amount of this stipend program will be as follows:
197

198 2023-2027: \$6,804.00

199
200 Criteria will be reviewed by both parties.
201

202 **5. TEMPORARY PROMOTIONS**

203
204 **A. Administrative/Student Services:**

205
206 Effective on the fifth (5th) consecutive workday of the assignment, clerks
207 temporarily assigned to a higher paid position shall receive his/her base pay
208 plus an additional \$2.00 per hour for hours worked in this temporary capacity.
209

210 In the event a clerk is temporarily assigned to a higher paid position, every
211 attempt will be made to fill the open clerk's position using the District's
212 substitute service. In the event the substitute service is unable to provide a
213 suitable candidate, the position will be posted through the District's hiring
214 website. The District's substitute service may only be used for those bargaining
215 unit members who are utilizing sick day(s), personal day(s), on a leave of
216 absence, or where the District is actively seeking to fill an open position. Per
217 existing practice, current part – time employees will have first opportunity for
218 such substitute hours, provided they are qualified, and the substitute hours do
219 not interfere with the part – time employee's regular job requirements,
220 including but not limited to hours.
221

222 **B. Custodial/Maintenance:**

223
224 Building Facility Manager coverage for Custodial and Maintenance
225 Employees: When a Regular Custodian is asked to fill-in and perform some or
226 all duties of a Building Facility Manager, the Regular Custodian will receive:
227 his/her base pay rate plus an additional \$1.00 per hour for all hours worked in
228 this temporary capacity for the first 30 days of the assignment; his/her base pay
229 rate plus an additional \$2.00 per hour for days 31 through 60 of the assignment;
230 and the applicable Building Manager rate for all hours worked in this capacity
231 beyond 60 days of the assignment..
232

233 **C. Benefits:**

234
235 Employees in any classification temporarily assigned to a higher paid position
236 shall be afforded all benefits of regular employees of the District during their
237 temporary assignment when it is known at the time of assignment that the
238 temporary position was initiated for a period of more than 90 work days.
239 Additionally, beginning the ninety-first (91st) workday of the temporary

assignment, the employee will become eligible for benefits during the remainder of the assignment.

6. OTHER RATES OF PAY

A. Custodial/Maintenance

Custodial and Maintenance employees shall be compensated as follows when they perform the specified additional duties:

- Building Checks: a minimum of one (1) hour's pay at time-and-one-half.
- Alarm Calls: pay for time worked as required by law and pursuant to District's payroll procedures.
- Call-ins for Emergencies, Including Snow Removal: Time-and-one-half for all hours worked after forty (40) paid hours per week.
- Call-ins for Maintenance Emergencies: a minimum of two (2) hours pay at the appropriate rate.
- Call-ins for Any Emergency on a Sunday: double time for hours worked, including snow removal.
- Call-ins for Any Emergency on a School Holiday: double time for hours worked, plus Holiday Pay, if otherwise eligible for Holiday Pay.

B. Transportation

Bus Drivers with a CDL who are assigned to a van run as of the ratification of this Agreement shall be grandfathered in at the Bus Driver rate; provided that any such driver who voluntarily moves to a Bus Driver position after the date of ratification shall no longer be grandfathered for subsequent Van Driver work. Bus Drivers who receive the Bus Driver rate for working a morning and afternoon run shall receive the applicable Bus Driver rate for a mid-day van run on the same day.

Should the District change an existing run from a bus run to a van (i.e., after a driver is awarded the run and has been performing the run as a Bus Driver), the employee shall continue to be paid the Bus Driver rate while performing the run.

Notwithstanding any other provision of this Agreement to the contrary, if any Van Driver's CDL lapses, is suspended, revoked, or rendered invalid for any reason, the employee will revert to the applicable Van Driver rate.

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C. Secretaries

Should a secretary serve in the role of a bus driver, the secretary shall receive the applicable hourly bus driver wage consistent with the years that the secretary has held their CDL, or their secretary rate, whichever is higher.

7. SAME DAY DEPOSIT

The District may require employees to receive payroll through direct deposit.

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PESPA Contract Wages Through June 30, 2027*Page 1*

	Effective July 1, 2023	Effective November 20, 2023	Effective July 1, 2024	Effective July 1, 2025	Effective July 1, 2026
Bus Drivers					
• Group 1= New hire - 1 Years	\$ 22.73	\$ 27.00	\$ 27.00	\$ 27.47	\$ 27.90
• Group 2 = 2-4 years	\$ 24.74	\$ 27.50	\$ 27.50	\$ 27.98	\$ 28.42
• Group 3 = 5-6 years	\$ 26.17	\$ 28.00	\$ 28.00	\$ 28.49	\$ 28.93
• Group 4 = 7 Plus Years	\$ 26.65	\$ 28.50	\$ 28.50	\$ 29.00	\$ 29.45
Additional Driving Duties	\$ 24.74	Regular Rate	Regular Rate	Regular Rate	Regular Rate
Van Drivers					
• Group 1= New hire - 1 Years	\$ 17.96	\$ 18.30	\$ 18.85	\$ 19.18	\$ 20.00
• Group 2 = 2-4 years	\$ 19.67	\$ 19.77	\$ 20.36	\$ 20.72	\$ 21.00
• Group 3 = 5-6 years	\$ 21.38	\$ 21.49	\$ 22.13	\$ 22.52	\$ 23.03
• Group 4 = 7 Plus Years	\$ 23.09	\$ 23.21	\$ 23.90	\$ 24.32	\$ 24.87
Bus Aides					
• Group 1= New hire - 1 Years	\$ 16.96	\$ 17.30	\$ 17.82	\$ 18.13	\$ 18.81
• Group 2 = 2-4 years	\$ 18.67	\$ 18.93	\$ 19.50	\$ 19.84	\$ 20.19
• Group 3 = 5-6 years	\$ 20.38	\$ 20.66	\$ 21.28	\$ 21.65	\$ 22.03
• Group 4 = 7 Plus Years	\$ 22.09	\$ 22.38	\$ 23.05	\$ 23.45	\$ 23.87
Secretaries					
• Group 1= New hire - 1 Years	\$ 22.25	\$ 22.36	\$ 23.03	\$ 23.43	\$ 24.05
• Group 2 = 2-4 years	\$ 24.38	\$ 24.50	\$ 25.24	\$ 25.68	\$ 26.36
• Group 3 = 5-6 years	\$ 25.04	\$ 25.17	\$ 25.93	\$ 26.38	\$ 27.08
• Group 4 = 7 Plus Years	\$ 25.61	\$ 25.74	\$ 26.51	\$ 26.98	\$ 27.68
Nurses					
• Group 1= New hire - 1 Years	\$ 25.91	\$ 29.00	\$ 29.00	\$ 29.52	\$ 29.97
• Group 2 = 2-4 years	\$ 26.34	\$ 29.75	\$ 29.75	\$ 30.29	\$ 30.74
• Group 3 = 5-6 years	\$ 26.76	\$ 30.50	\$ 30.50	\$ 31.05	\$ 31.52
• Group 4 = 7 Plus Years	\$ 26.97	\$ 31.00	\$ 31.00	\$ 31.56	\$ 32.03
Clerks					
• Group 1= New hire - 1 Years	\$ 18.69	\$ 18.78	\$ 19.35	\$ 19.69	\$ 20.20
• Group 2 = 2-4 years	\$ 19.43	\$ 19.53	\$ 20.11	\$ 20.46	\$ 21.07
• Group 3 = 5-6 years	\$ 20.24	\$ 20.34	\$ 20.95	\$ 21.32	\$ 21.95
• Group 4 = 7 Plus Years	\$ 21.12	\$ 21.23	\$ 21.86	\$ 22.24	\$ 22.83
Teaching Assistants					
• Group 1= New hire - 1 Years	\$ 17.88	\$ 21.00	\$ 21.00	\$ 21.37	\$ 21.70
• Group 2 = 2-4 years	\$ 19.44	\$ 22.00	\$ 22.00	\$ 22.39	\$ 22.73
• Group 3 = 5-6 years	\$ 21.01	\$ 23.00	\$ 23.00	\$ 23.40	\$ 23.77
• Group 4 = 7 Plus Years	\$ 22.58	\$ 24.00	\$ 24.00	\$ 24.42	\$ 24.80

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PESPA Contract Wages Through June 30, 2027

	Effective July 1, 2023	Effective November 30, 2023	Effective July 1, 2024	Effective July 1, 2025	Effective July 1, 2026
Page 2					
Custodial/Maintenance					
Class I - Secondary Facility Manager					
• Group 1= New hire - 1 Years	\$ 25.37	\$ 25.50	\$ 26.26	\$ 26.72	\$ 27.41
• Group 2 = 2-4 years	\$ 27.98	\$ 28.12	\$ 28.96	\$ 29.47	\$ 30.24
• Group 3 = 5-6 years	\$ 30.59	\$ 30.74	\$ 31.67	\$ 32.22	\$ 33.07
• Group 4 = 7 Plus Years	\$ 33.20	\$ 33.37	\$ 34.37	\$ 34.97	\$ 35.88
Class II - Elementary Facility Manager					
• Group 1= New hire - 1 Years	\$ 23.94	\$ 24.06	\$ 24.78	\$ 25.22	\$ 25.87
• Group 2 = 2-4 years	\$ 26.40	\$ 26.53	\$ 27.33	\$ 27.81	\$ 28.53
• Group 3 = 5-6 years	\$ 28.86	\$ 29.00	\$ 29.87	\$ 30.40	\$ 31.19
• Group 4 = 7 Plus Years	\$ 31.33	\$ 31.49	\$ 32.43	\$ 33.00	\$ 33.86
Class III - Regular Custodian/PT Custodian					
• Group 1= New hire - 1 Years	\$ 17.84	\$ 20.00	\$ 20.60	\$ 20.96	\$ 21.43
• Group 2 = 2-4 years	\$ 20.24	\$ 21.00	\$ 21.00	\$ 21.37	\$ 21.85
• Group 3 = 5-6 years	\$ 22.65	\$ 22.76	\$ 23.44	\$ 23.85	\$ 24.48
• Group 4 = 7 Plus Years	\$ 25.05	\$ 25.18	\$ 25.94	\$ 26.39	\$ 27.09
Class IV - Skilled Maintenance					
• Group 1= New hire - 1 Years	\$ 26.57	\$ 33.00	\$ 33.00	\$ 33.58	\$ 34.10
• Group 2 = 2-4 years	\$ 29.31	\$ 35.50	\$ 35.50	\$ 36.12	\$ 36.68
• Group 3 = 5-6 years	\$ 32.04	\$ 37.50	\$ 37.50	\$ 38.16	\$ 38.75
• Group 4 = 7 Plus Years	\$ 34.78	\$ 39.50	\$ 39.50	\$ 40.19	\$ 40.82
Class V - Regular Maintenance					
• Group 1= New hire - 1 Years	\$ 24.26	\$ 24.38	\$ 25.11	\$ 25.55	\$ 26.23
• Group 2 = 2-4 years	\$ 26.76	\$ 26.89	\$ 27.70	\$ 28.19	\$ 28.93
• Group 3 = 5-6 years	\$ 29.26	\$ 29.41	\$ 30.29	\$ 30.82	\$ 31.62
• Group 4 = 7 Plus Years	\$ 31.76	\$ 31.92	\$ 32.88	\$ 33.45	\$ 34.33
Class VI - Food Service Maintenance					
• Group 1= New hire - 1 Years	\$ 16.68	\$ 18.00	\$ 18.54	\$ 18.86	\$ 20.00
• Group 2 = 2-4 years	\$ 20.17	\$ 20.27	\$ 20.88	\$ 21.24	\$ 21.80
• Group 3 = 5-6 years	\$ 23.66	\$ 23.78	\$ 24.49	\$ 24.92	\$ 25.48
• Group 4 = 7 Plus Years	\$ 25.40	\$ 25.53	\$ 26.30	\$ 26.76	\$ 27.36
Class VII - Shift Supervisor Custodian.					
• Group 1= New hire - 1 Years	\$ 21.74	\$ 21.85	\$ 22.50	\$ 22.90	\$ 23.50
• Group 2 = 2-4 years	\$ 23.52	\$ 23.64	\$ 24.35	\$ 24.77	\$ 25.41
• Group 3 = 5-6 years	\$ 25.28	\$ 25.41	\$ 26.17	\$ 26.63	\$ 27.33
• Group 4 = 7 Plus Years	\$ 27.06	\$ 27.20	\$ 28.01	\$ 28.50	\$ 29.25

The parties agree to implement a stipend for the position of Lead Skilled Maintenance Diesel and Automotive Mechanic of not less than \$10,000 above the current rate of the highest compensated Skilled Maintenance Diesel and Automotive Mechanic. The Parties commit to renegotiating the base salary of the Lead Skilled Maintenance diesel and Automotive Mechanic during negotiations for any successor PESPA contract. The creation of this stipend is designed to address current economic conditions and the Parties agreement to implement same shall not bind any party to the subsequent discussion or negotiation of the base salary of the Lead skilled Maintenance Diesel and Automotive Mechanic during negotiations for any successor PESPA contract.

APPENDIX "B"

OTHER EMPLOYEE BENEFITS AND CONDITIONS OF EMPLOYMENT

1. DEFINITIONS

Administrative/Student Services Employees:

A. Full-Time Employees:

8 hours per day for a minimum of 10 months per year (1,820 hours minimum).

B. Part-Time Employees: Anything less than Section A.

C. Classroom Teaching Assistants:

Those Teaching Assistants who are assigned to a classroom as part of the District's Special Education program and those employees hired as Classroom Teaching Assistants will be provided with all seniority, furlough and recall rights as provided in Appendix "D" of this Agreement. Classroom Teaching Assistants also will be provided with five (5) additional workdays per year beyond the student year for in-service training and instructional planning. Classroom Teaching Assistants may also be required to work up to the equivalent of 3 additional workdays (in hours) per year beyond the student year for in-service training, collaboration with teachers on special education and other topics, and instructional planning. Such days will be scheduled during the development of the District Calendar.

D. Personal Care Assistants and Over Enrollment Teaching Assistants:

Those Assistants hired for the purpose of addressing a specific student's (or students') Individual Education Plan(s) (IEP(s)). Such Assistants will not be provided with seniority, furlough and recall rights provided in Appendix "D" of this Agreement. They will, however, accrue service credit for purposes of salary step placement and will be given first consideration for any vacant Classroom Teaching Assistants positions should/when their special assignments terminate, provided that the Administration, in its sole discretion, determines that the employee is the best qualified for any such vacant position. In addition, those employed as Personal Care

372 Assistants will be given bidding rights to other
373 “special assignment” positions.
374

375 Additionally, Personal Care Assistants and Over
376 Enrollment Teaching Assistants who are
377 furloughed will be the first person(s) offered
378 substitute teaching assistant positions for the
379 remainder of any school year, provided that the
380 Administration, in its sole discretion, determines
381 that the employee is the best qualified for any
382 such substitute position that becomes available.
383 If accepted, their current rate of pay will be
384 continued through the remainder of the school
385 year for time in which they substitute. Any
386 furloughed Personal Care Assistant or Over
387 Enrollment Teaching Assistant who is offered,
388 but refuses, another Personal Care Assistant or
389 Over Enrollment Teaching Assistant Position
390 will be deemed to have resigned from
391 employment with the District, regardless of
392 whether the furloughed employee was working
393 as a substitute at the time of such offer.
394

395 Personal Care Assistants who apply for and are
396 awarded a Classroom Teaching Assistant
397 position shall have their seniority credited to the
398 first day of employment with the Pennridge
399 School District as a Personal Care Assistants
400 provided their service has been continuous.
401 Seniority shall not be lost if the employee is
402 furloughed because of a reduction in staff.
403

404 Personal Care Assistants /Over Enrollment
405 Teaching Assistants also will be provided with
406 five (5) additional workdays per year beyond the
407 student year for in-service training and
408 instructional planning. Personal Care Assistants
409 /Over Enrollment Teaching Assistants may also
410 be required to work up to the equivalent of 3
411 additional workdays (in hours) per year beyond
412 the student year for in-service training,
413 collaboration with teachers on special education
414 and other topics, and instructional planning.
415 Such days will be scheduled during the
416 development of the District Calendar.
417

418 P.E.S.P.A. will have the right to question the
419 Administration’s designation of any Teaching

Assistant position as one constituting a “special assignment.”

E. Alternative Instruction Classroom (AIC) and Science Department Lab Assistants:

Those Teaching Assistants assigned to support the AIC, and the High School Science Department Lab program. These employees shall be provided with all seniority, furlough and recall rights as provided in Appendix “D” of this Agreement. AIC and Science Lab Assistants also shall be provided with five (5) additional workdays per year beyond the student year for in-service training and instructional planning. Such days will be scheduled during the development of the District/Professional Development Learning Calendar.

F. Staff Nurses:

Those Staff Nurses assigned to support the District’s health services program. Staff Nurses shall be provided with two (2) additional workdays per year beyond the student year for in-service training and record preparation. One (1) additional day each year may be scheduled at the discretion of the Superintendent. Staff Nurses shall be provided reimbursement for license renewal.

G. Transportation Employees:

Bus or Van Driver:

Those drivers employed by the Board of School Directors for a specific run, runs or assignment. In order to be classified as a “Bus Driver” or “Van Driver” entitled to receive paid time off benefits, participation in the District’s medical insurance plans, longevity, seniority and the retirement severance pay provided herein, the individual must be assigned to work at least four (4) hours a day.

A Bus Driver or Van Driver is assigned to a particular route, transporting students, both AM and PM to specific schools, as delineated by the school calendar.

Bus Drivers or Van Drivers shall have a guaranteed, daily, minimum number of hours, but no less than four (4) hours per day during the student year, to be calculated as follows: the

469 minimum will be determined at the beginning of
470 each school year. The factors involved in that
471 determination will include, but not be limited to
472 the following: the amount of time the computer
473 program projects (when it formulates the route),
474 the amount of time it takes the assigned driver
475 to complete the proposed route (this would be
476 an average of the daily route times for the first
477 two weeks of school), and a conference between
478 the assigned route driver and the Director of
479 Transportation, following the two week trial
480 period.
481

482 Temporary increases or decreases in the time
483 required to complete a run, such as those
484 resulting from student absences or other
485 temporary changes, will not affect the driver's
486 daily minimum hours as calculated above,
487 provided however, that in the event of a
488 permanent increase or decrease in the time
489 needed to complete a run due to changes in the
490 student transportation needs throughout the
491 school year, such as a driver's roster change, the
492 regular driver's time will be adjusted up or
493 down in fifteen (15) minute increments, but
494 shall not fall below four (4) hours per day. Any
495 increase up or down in the time changes will not
496 affect accrual grants based on the original run.
497

498 H. Substitute Driver:

499 A substitute driver will report to work and be
500 assigned a run as needed. The substitute driver
501 will be guaranteed a minimum of four (4) hours
502 of work each full day of work (both A.M. and
503 P.M. shifts). On a day-to-day basis, once a run is
504 assigned to a substitute driver, the substitute
505 driver shall complete the run, regardless of
506 whether a full-time driver becomes available
507 after the run is assigned to the substitute. To be
508 eligible to be assigned to cover a run, a full-time
509 driver must communicate his/her availability to
510 the District no later than noon on the prior
511 business day.
512

513 I. Jumper Driver:

514 Those drivers not assigned a regular run but
515 who are guaranteed employment every day
516 during the school year are referred to as jumpers
517 whose work schedule will be the responsibility

of the Director of Transportation. This position is considered to be a full-time employee and will be guaranteed six (6) hours.

J. Bus Aides: Those aides employed by the Board of School Directors and assigned specifically to assist with the transportation of special needs students.

K. Substitute Aides: A substitute aide will report to work and be assigned a run as needed. On a day-to-day basis, once a run is assigned to a substitute aide, the substitute aide shall complete the run, regardless of whether a full-time aide becomes available after the run is assigned to the substitute. To be eligible to be assigned to cover a run, a full-time aide must communicate his/her availability to the District no later than noon on the prior business day.

L. Custodial and Maintenance Employees:
Full time employees: In order to be classified as "full-time" entitled to leave benefits, participation in the District's medical insurance plans, and the retirement severance pay as provided herein, the individual must be assigned to work eight (8) hours a day, 12 months per year.

Employees scheduled less than eight (8) hours a day and twelve (12) months a year are treated as part time custodians paid at the same hourly rate as full time custodians and are eligible for pro rated benefits.

2. WORK DAY

A. Full-Time Secretaries/Clerks and Custodial/Maintenance:
8 ½ hours per day, including a one-half (1/2) hour unpaid duty-free lunch and receive one (1) fifteen (15) minute duty free break.

B. Full-Time Classroom and Science Lab Teaching Assistants and Alternative Instruction Program Aides:
7 ¾ hours per day, including a one-half (1/2) hour unpaid duty-free lunch and receive one (1) fifteen (15) minute duty free break.

- C. Full-Time Personal Care Assistants:
7 ½ hours per day, including a one-half (1/2) hour
unpaid duty-free lunch and receive one (1) fifteen
(15) minute duty free break.
- D. Full-Time Staff Nurses:
7 ½ hours per day, including a one-half (1/2)
hour unpaid duty-free lunch and receive one (1)
fifteen (15) minute duty free break.
- E. Part-Time Employees:
As assigned.
- F. Transportation Hours of Work:
An employee's hours of work will be determined
by the District Administration. A driver's hours
will include 15 minutes before each trip in which
the driver is transporting students, during which
the driver will be required to conduct a
mandatory vehicle inspection.
- G. Work Year: July 1 through June 30.

If unique circumstances require Teaching
Assistants to work more than their standard
workday, they will be paid for such time at their
pro-rata hourly rate of pay subject to all
applicable wage and hour laws.
- H. Work Breaks:

All Administrative/Student Services &
Custodial/Maintenance employees shall receive
one work break per day, to be 15 minutes in
duration, provided the employee's scheduled
workday consists of four (4) or more hours, to be
taken at an appropriate time as reasonably
determined by the employee's immediate
supervisor.

3. HOLIDAYS

Twelve (12)-month secretaries/clerks shall be eligible for paid holidays in
accordance with the Board Approved School Calendar ("District Calendar").

Days designated as "Snow Make-up Days" will not be considered as guaranteed
holidays, and secretaries/clerks will be required to report to work when these
days are so utilized.

As with all scheduled workdays, employees will be permitted to utilize vacation
and/or personal leave days on administrative/office staff work days subject to

the restrictions and requirements of the Collective Bargaining Agreement, including, but not limited to, securing the prior approval of one's supervisor.

Full time Custodial/Maintenance employees shall be eligible for thirteen (13) paid holidays as follows:

Fourth of July (1 day)	Good Friday (1 day)
Labor Day (1 day)	Memorial Day (1 day)
Thanksgiving (2 days)	Undesignated (4 days)
Christmas (2 days)	
New Year's (1 day)	

Undesignated days will be prorated where initial employment begins after September 1.

At the conclusion of any leave year, a school year bargaining unit member including, but not limited to, clerks, TAs, PCAs, Staff Nurses, Transportation Department Employees, may roll up to 4 sick days into paid holidays for the subsequent year to be taken while school is not in session; any such days not used during that school year shall be forfeited. Determination on whether these days are pensionable shall be determined by PSERS.

4. SUMMER HOURS

Each year the District may, in its discretion, and with reasonable prior notice to the Association, implement an alternate four (4) day work week during the summer months for Full-Time Secretaries/Clerks, and Custodial/Maintenance staff, under which the following will apply:

Except for the week in which Independence Day is observed, the alternate work week for Full-Time Secretaries/Clerks and Custodial/Maintenance employees will be four (4) days per week, 10 ½ hours per day, including a one-half (1/2) hour unpaid duty free and two (2) ten (10) minute duty free breaks per day. Specific work schedules shall be set by building administrators.

During the week in which Independence Day is observed, the following shall apply:

- If Independence Day is observed on a Monday, Tuesday, Wednesday, or Thursday, the work week shall be three (3) days, two (2) days at 11 hours and 15 minutes per day, one (1) 10.5 hour day including a one-half (1/2) hour unpaid duty free lunch and two (2) ten-minute duty free breaks each day. Specific work schedules shall be set by building administrators. The day on which Independence Day is observed shall be a paid holiday at eight (8) hours pay.
- If Independence Day is observed on a Friday, the work week shall be four (4) days, 8 ½ hours per day, including a one-half (1/2) hour unpaid duty free and two (2) ten (10) minute duty free breaks. Specific work schedules shall be set by building administrators. The day on which Independence Day is observed (Friday) shall be a paid holiday at eight (8) hours pay.

The District may alter the above work schedules to accommodate construction/technology projects at selected schools.

During the weeks in which the alternate summer schedule is in effect, employees may use vacation time (hours) at the beginning and/or end of the workday, subject to prior approval from the Building or Department Administrator and applicable District procedures.

5. VACATIONS

- A. Twelve-month employees will be eligible for paid vacation days in accordance with the number of completed years of work for the Pennridge School District.

Custodian/Maintenance:

<u>Full Years of Completed Service</u>	<u>Vacation Days</u>
1 - 3 years completed	10 days
4 - years completed	11 days
5 - years completed	12 days
6 - years completed	13 days
7 - years completed	14 days
8 - years completed	15 days
9 - years completed	16 days
10 - years completed	17 days
11 - years completed	18 days
12 - years completed	19 days
13+ - years completed	20 days

Secretaries:

<u>Full Years of Completed Service</u>	<u>Vacation Days</u>
1 - 5 years completed	10 days
6 - 10 years completed	15 days
11 -15 years completed	17 days
16+ years completed	20 days

- B. Vacation days are earned on the basis of a school fiscal year, July 1 to June 30. All vacation days should be taken within twelve (12) months after they are earned. A maximum of five (5) vacation days may be carried over beyond this time span.

Vacations may be taken only with prior approval from the Building or Department Administrator pursuant to District procedures.

- C. Earned Vacation Calculation

Full-Time twelve (12)-month employees shall be granted a two (2)-week (10 working days) vacation at the end of their first year of work provided it is a full year of employment. Twelve (12)-month employees

working less than eight (8) paid hours per day shall receive vacation on a pro-rata basis.

Since the school year begins July 1, the following policy shall determine the length of vacation employees, whose initial employment occurs during the course of the year, shall be granted at the close of the first school year after they begin work.

1. If initial employment begins during the months of July or August – a full vacation of ten (10) working days.
2. If initial employment begins during the months of September or October – a vacation of eight (8) working days.
3. If initial employment begins during the months of November or December – a vacation of six (6) working days.
4. If initial employment begins during the months of January or February – a vacation of five (5) working days.
5. If initial employment begins during the months of March or April – a vacation of three (3) working days.
6. If initial employment begins during the months of May or June, no vacation will be granted for that school year.

Employees who transfer into a vacation-eligible position [12-month secretarial or clerk position] from a vacation-ineligible position [10 ½ month secretary, part-time clerk, teaching assistant, etc.] will have their service for vacation entitlement calculated in the same manner as seniority is calculated; that is, one (1) year of service for every 2,080 hours worked for Pennridge School District as a member of this bargaining unit.

All current employees who have transferred into a vacation-eligible position from a vacation-ineligible position shall be credited with their full entitlement regardless of the date of transfer.

6. SICK LEAVE

- A. In any school year whenever a full-time twelve (12)-month Administrative/Student Services or Custodial/Maintenance employee is prevented by illness or accidental injury from following his/her occupation, the District shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of his/her duty for a period of twelve (12) days. Any such unused leave shall be cumulative from year to year in the District without limitation. All or any part of

such accumulated or unused leave may be taken with full pay in any or all school years.

- B. Whenever it becomes necessary for the employee to be absent for illness, employees requiring substitutes are required to report the absence to the District Substitute Service. It is also the responsibility of the employee to report his/her absence using the electronic absence reporting system as well as notifying their supervisor. Any employee who is aware that sick leave may be required for more than five (5) work days must notify Human Resources in advance by completing the proper forms or immediately upon return. A doctor's note releasing an employee to return to work is required after a leave beyond five (5) days.
- C. Administrative/Student Services employees other than those working full-time twelve (12) months per year will be entitled to sick days on a pro-rated basis rounded off to the highest whole number. For example, a ten and one-half (10 ½)-month, eight (8) hours per day employee will receive eleven (11) days of sick leave per year ($10.5/12 \times 12 = 10.5$ rounded to the highest whole number 11).
- D. Each Transportation employee will be granted annually to nine (9) days of sick leave to be used when he/she is prevented by illness or accidental injury from performing his/her job. Sick leave will be charged to employees for their A.M. run, P.M. run or the entire day, as the case may be, provided however, that a driver may use sick leave in lesser increments where they have begun their work day and must leave early due to illness or accidental injury. All additional paid time shall count towards sick time accruals and shall be accounted for and entered into sick time accrual balances twice per year (end of January and end of June).
- E. Any unused sick leave shall be cumulative from year to year of current employment in the District.
- F. No salary will be paid to the employee if an accidental injury is incurred while the employee is engaged in remunerative work unrelated to one's school employment duties.
- G. New employees shall be eligible for a pro-rata share of sick leave only upon the satisfactory completion of their probationary period. The number of sick days available shall correlate to the number of months the new employee is scheduled to work in the balance of the current fiscal year following completion of the employee's probationary period. For example, a twelve (12) month employee hired on January 4th would have three (3) days of sick leave during the first fiscal year of employment. A transportation employee hired on January 4th would have two (2) days (rounded up) of sick leave during the first fiscal year of employment.

- H. For part time employees a sick day shall be equal in length to the employee's regularly scheduled work day as may be adjusted during the current year. By way of example, a part time employee with nine (9) sick days under this Agreement who regularly works four (4) hours per day shall have a total sick leave allotment of thirty six (36) hours.
- I. Any employee who resigns or voluntarily reverts to substitute status shall forfeit all accrued sick leave.
- J. Any employee who resigns after an annual grant of sick leave, will have the annual grant prorated to reflect the actual time worked in that school year.
- K. Upon request, an employee may use up to one-third (1/3) of their annual allotment of sick days per year for the following urgent reason(s):
1. Sudden illness of a family member
 2. Family needs for medical attention
 3. Legal activities which cannot be handled at other times

7. LEAVE WITHOUT PAY

Upon use of all paid time off balances, employees may be afforded leave without pay in accordance with District policy upon the recommendation of the Administration and the approval of the Board of School Directors. Such request must be made in writing to the Superintendent of Schools or his/her designee.

Unpaid leave shall not count towards accruals of paid time off and seniority, unless otherwise required by law.

Consistent with existing practice, except for Transportation Department employees, any such leave without pay which requires the discretionary recommendation of the Administration and approval of the Board of School Directors will be excluded when calculating the employee's seniority.

8. BEREAVEMENT LEAVE

Whenever a bargaining unit employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in his/her salary for an absence not in excess of three (3) school days. The Superintendent of schools may extend the period of absence with pay in his/her discretion as the exigencies of the case may warrant.

Members of the 'immediate family' shall be defined as the employee's: father, mother, step-parent, brother, sister, son, daughter, step-child, grandparent, grandchild, husband, wife, parent-in-law, child-in-law, or near relative who resides in the same household or any person with whom the employee has made his/her home.

Whenever a bargaining unit employee shall be absent from duty because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Superintendent of Schools may extend the period of absence with pay in his/her discretion as the exigencies of the case may warrant.

A “near relative” shall be defined as the employee’s: first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

A request for leave upon the death of a foster child shall be handled at the discretion of the Superintendent.

9. JURY DUTY

If an employee is called for jury duty, it will be the employee’s responsibility to promptly notify the Superintendent, and to obtain and provide to the District a statement from a court official as to the per-diem rate paid for the time served. The District will pay the difference between the jury pay and the employee’s normal per-diem rate. An employee who is serving on jury duty will not be charged with this time against any of his/her leave benefits.

10. PERSONAL LEAVE

All PESPA Employees:

- A. The basic purpose of the Board’s Personal Leave Policy is to make provision for a leave of absence without loss of pay for personal obligations, which cannot be scheduled for other than a school day.
- B. All employees shall be entitled to three (3) days of personal leave each school year.
- C. All employee groups shall be permitted to carry over as many as two (2) days of unused personal leave into the next school year. Administrative Student Services and Custodial Maintenance and Transportation may have up to a max of five (5) personal days to utilize in one year. A personal day not used or subject to carry over as set forth above automatically will be converted to an accumulated sick day. Employees shall not be permitted to use personal leave days without providing at least one (1) week notice to the Building Administration unless there is an emergency.

Additional Personal Leave Information – Transportation

- D. Transportation employees may not use personal leave on any day designated by the Administration as a blackout date, except as provided in this Section. Blackout dates will include: (i) the first ten (10) student days of the school year; (ii) Mondays and Fridays in June when a majority of non-public schools remain in session; and (iii) the business day(s) before and/or after a holiday or in-service day, excluding the day after Election

Day. Blackout dates will be published by June 1 for the following school year, and may change during the school year as the school calendar changes.

- E. Exceptions may be granted in the sole discretion of the Superintendent, or his/her designee, in the event of unforeseen emergencies or other extraordinary circumstances. Any request for an exception shall be submitted as early as possible on a designated form provided by the District. The Superintendent, or his/her designee, will inform the employee whether the request is approved, denied, or deferred.
- F. To obtain further consideration of a request that is deferred, the Transportation employee must submit a request for reconsideration between ten (10) and fourteen (14) calendar days before the requested day off. For requests originally submitted less than fourteen (14) calendar days in advance, the employee must submit any request for reconsideration no later than two (2) calendar days before the requested day off. If the employee fails to timely request reconsideration of any deferred request, the request shall be deemed denied. No request that is deferred shall be deemed approved until and unless the request is expressly approved by the Superintendent or his/her designee.
- G. In the event more than one Transportation employee requests an exception for the same day, priority typically will be given to the request submitted earlier, based on the original submission date.
- H. Decisions of the Superintendent or his/her designee with regard to requests for exceptions or reconsideration shall not be subject to the grievance/arbitration procedure contained in this Agreement and shall not constitute past practice
- I. The parties agree to the establishment of a Joint Labor/Management Committee to review Blackout Day language. The committee shall be comprised of three (3) members of the Association, two (2) members of the School Board, and two (2) members of the Administration. The parties enter this committee with the understanding that its scope is limited to identifying a more agreeable way to utilize and increase flexibility of Personal Leave within the Transportation department. The committee's first meeting shall take place by February 21st, and any decisions by the committee shall be issued no later than June 30th. No actions or decisions by a majority of the committee shall be subject to the grievance/arbitration procedure contained in this Agreement.
- J. All additional paid time shall count towards personal time accruals and shall be accounted for and entered into personal time accrual balances twice per year (end of January and end of June).
- K. Any employee who resigns after an annual grant of personal leave, will have the annual grant prorated to reflect the actual time worked in that school year.

957
958 **11. CHILDREARING/MEDICAL LEAVE**
959

960 An employee, who requires a period of absence for medical reasons shall be
961 required to complete any designated FMLA paperwork to determine if the
962 employee qualifies for such a leave. Any granted FMLA leave shall run
963 concurrently with any paid time off available for the length of time covered
964 under a doctor's care. There will be no loss of prior accrued sick leave or
965 seniority.

966
967 An employee, who is expecting or whose spouse is expecting the birth or
968 adoption of an infant, who the employee contemplates will reside in his/her
969 household, and who wishes to continue employment following a period of
970 absence taken for the period of rearing the child, shall be granted a childrearing
971 leave of absence without pay. There will be no loss of prior accrued sick leave
972 or seniority.

973
974 Only one (1) childrearing leave may be taken for each pregnancy or adoption,
975 which shall run concurrently with any designated FMLA leave for the same
976 birth or adoption. The employee shall give at least 60 calendar days written
977 notice using official district leave forms indicating the start of the childrearing
978 leave and shall state therein the intended duration of the leave. The employee
979 may be eligible for up to one (1) year of leave from the effective date of said
980 childrearing leave. If, for some reason, the employee wishes to return before
981 the original time granted for the leave, said employee shall request such change
982 in writing at least 60 calendar days prior to the time he/she wishes to return.
983 The Board shall have the option of accepting or rejecting such requested
984 changes.

985
986 The Board shall have the option of accepting less than 60 calendar days notice
987 if replacement of said employee has not been secured by the time of
988 notification.
989

990 **12. MILITARY DUTY**
991

992 Military duty leave shall be provided in accordance with applicable law.
993

994 **13. GROUP MEDICAL INSURANCE BENEFITS**
995

996 A. **Health Insurance**
997

998 The Pennridge Board of School Directors will provide medical
999 coverage for all full-time employees and their families as set forth
1000 below and subject to the provisions of Subsection "E" below. Those
1001 individuals not employed full-time based on a defined work year of
1002 1,820 hours shall pay a pro-rata share of this cost as more fully
1003 described below. For purposes of this Section 14, the phrase "family

coverage” shall include all levels of insurance coverage other than single coverage.

The hospitalization plan shall be the Blue Cross PC-20 plan, in accordance with the schedule set forth in Exhibit “B” hereto. The Board shall be permitted to change the carrier, platform, and/or third-party administrator, provided that the coverage is substantially equivalent to that coverage provided as of the change. The Administration must also provide notice and consult with the Association prior to a change in carrier, platform, and/or third-party administrator.

Eligible employees who elect coverage shall be subject to an annual up-front deductible of Four Hundred Fifty Dollars (\$450) (single coverage) or Nine Hundred Dollars (\$900) (family coverage) for in-network services. The annual up-front deductible for out-of-network services shall be Six Hundred Dollars (\$600) (single coverage) or One Thousand Two Hundred Dollars (\$1,200) (family coverage).

B. **Vision**

The Pennridge Board of School Directors shall provide a Vision Benefits of America Vision Plan for employees and dependents subject to the provisions of the Subsection “E” below. Those individuals not employed full-time based on a defined work year or 1,820 hours shall receive a pay a pro-rata share of this cost as more fully described below. The Board shall be permitted to change the carrier, platform, and/or third-party administrator provided that the coverage is substantially equivalent to that coverage provided as of the date of the change as determined by the Association after consultation with the Administration.

The Board shall be permitted to change the carrier, platform, and/or third-party administrator provided that the coverage is substantially equivalent to that coverage provided as of the date of the change. The Administration must also provide notice and consult with the Association prior to a change in carrier, platform, and/or third-party administrator.

Also, the Board shall be permitted to change the current carrier and/or plan if and when the Pennridge Education Association (PEA) makes a change in the plan provided to PEA members. The new plan shall become the same plan that is offered to those PEA members.

C. **Prescription**

The Pennridge Board of School Directors shall provide prescription drug coverage for employees and dependents in accordance with the

schedule set forth as Exhibit B hereto, subject to the provisions of Subsection “E” below. Those individuals not employed full-time based on a defined work year of 1,820 hours shall pay a pro-rata share of this cost as more fully described below.

Retail drug prescriptions shall be subject to a maximum 30-day supply and shall be subject to the following co-pays: Ten Dollars (\$10) for generic brand drugs; Thirty Dollars (\$30) for formulary drugs; Fifty Dollars (\$50) for non-formulary drugs; and One Hundred Twenty Five (\$125) for specialty drugs. Mail order prescriptions (other than for specialty drugs) shall be subject to a maximum 90-day supply and shall be subject to co-pays that are twice the amount of the co-pay for retail prescriptions. Specialty drug prescriptions shall be subject to a maximum 30-day supply and shall not be eligible for mail order.

The Board shall be permitted to change the carrier, platform, third-party administrator, pharmacy benefits manager, and/or pharmacy benefits consultant for the prescription drug plan provided that the coverage is substantially equivalent to that coverage provided as of the date of the change. The Administration must also provide notice and consult with the Association prior to a change in carrier, platform, third-party administrator, pharmacy benefits manager, and/or pharmacy benefits consultant. The change of prescription from brand-preferred (formulary) to non-brand-preferred (non-formulary) shall be deemed substantially equivalent if substitute formulary medication is available. A change in coverage and/or designation of any particular prescription shall not, standing alone, render the changes to the overall pharmacy coverage not substantially equivalent.

D. **Dental**

The Pennridge Board of School Directors shall provide dental coverage for all full-time employees and their dependents as follows and subject to the provisions of Subsection “E” below. Those individuals not employed full-time based on a defined work year of 1,820 hours shall pay a pro-rata share of this cost as more fully described below.

Diagnostic	100%
Preventive	100%
Basic Restorative	100%
Oral Surgery	100%
Endodontic	100%
Periodontal	90%
Major Restorative	100%
Denture Repair	100%

The Board shall provide a \$1,000 orthodontic coverage on a 50/50 co-pay basis.

An employee with individual coverage shall be required to make an annual co-payment of \$25.00 for all procedures, except for Diagnostic or Preventative that shall require no such payment. An employee with family coverage shall be required to make an annual co-payment of \$25.00 for each family member for all procedures, except for Diagnostic and Preventative that shall require no such payment. Co-payments for an employee with family coverage shall not exceed \$75.00 annually.

The Board shall be permitted to change the carrier, platform, and/or third-party administrator provided that the coverage is substantially equivalent to that coverage provided as of the date of the change. The Administration must also provide notice and consult with the Association prior to a change in carrier, platform, and/or third-party administrator.

Also, the Board shall be permitted to change the current carrier and/or plan if and when the Pennridge Education Association (PEA) makes a change in the plan provided to PEA members. The new plan shall become the same plan that is offered to those PEA members.

E. **LONG TERM DISABILITY PLAN**

The Pennridge Board of School Directors will provide Long Term Disability coverage for the protection of all Administrative/Student Services and Custodial and Maintenance employees in the bargaining unit subject to the eligibility requirements and other terms and conditions of the plan, a summary of which is attached hereto as Exhibit "A". The Board shall be permitted to change the carrier provided that the coverage is substantially equivalent. Employees may purchase, at the employee's cost, enhanced coverage with reduced waiting/elimination periods, in addition to the core coverage provided by the District, subject to the eligibility requirements and other terms and condition of the plan. Determinations regarding claims and eligibility shall be made by the plan administrator and shall not be subject to the grievance/arbitration provisions of this agreement.

F. **Insurance Co-Payment for Administrative/Student Services and Custodial/Maintenance Employees**

1. **Full-Time Employees (Minimum 1,820 hours/year)**
The employee premium contribution for Full-Time Employees shall be as follows:

2023-2024 school year: 12% of applicable premium
2024-2025 school year: 12.5% of applicable premium
2025-2026 school year: 12.5% of applicable premium
2026-2027 school year: 13% of applicable premium

2. Part-time Employees (910 – 1,819 hours/year)

Eligibility for medical insurance benefits will be premised on a threshold of 1,820 hours of work. Those employees not employed full-time, but employed 50% or more (at least 910 hours), will be offered medical insurance benefits subject to the following co-pay obligations:

Such employees shall be responsible for both a pro-rata share of the premium rate, plus a contribution as follows:

2023-2024 school year: 12% of applicable premium
2024-2025 school year: 12.5% of applicable premium
2025-2026 school year: 12.5% of applicable premium
2026-2027 school year: 13% of applicable premium

The Board shall make monthly contributions in the amount of \$250.00 per month to those employees not employed full-time but employed 50% or more (at least 910 hours) toward medical insurance benefits. Such contribution shall be deducted from the cost of medical insurance coverage before the pro-rata portion is calculated. The prorated portion of the insurance premium will be based on the number of days the job class is scheduled to work in a school year (student days + inservice days). The Board's monthly contribution shall not cause an employee's insurance co-payment to be less than the employee contribution percentage of the total premium for that school year as listed above.

G. Ineligible Employees

Employees who are not otherwise eligible for insurance as they do not work at least 910 hours per year may purchase medical coverage provided (i) that they agree to a payroll deduction for the full, uncapped premiums in effect from time to time and (ii) that they adhere to the District's guidelines regarding enrollment, change in coverage, or withdrawal from the plan(s).

H. Bus Drivers and Bus Aides

The District offers each Regular Employee participation in the following group insurance plan offered the members of the Pennridge Educational Support Personnel Association bargaining:

1. Hospitalization
2. Vision
3. Prescription
4. Dental

The District shall make a monthly contribution towards the cost of medical/hospitalization coverage as follows:

<u>YEAR</u>	<u>SINGLE/FAMILY PER MONTH</u>
2023-24	\$375/\$475
2024-25	\$400/\$525
2025-26	\$425/\$575
2026-27	\$450/\$625

Costs in excess of the District's contribution shall be borne by the employee. The parties acknowledge that employees covered by the paragraph 14.G do not pay a percentage share of their health benefits, but rather cover the entire difference between the District's contribution and the cost of the premium.

14. LIFE INSURANCE

The Pennridge Board of School Directors shall pay the premium for life insurance coverage in the amount of \$50,000 for each full-time Administrative/Student Services and Custodial and Maintenance employee. Such insurance shall allow for continuation of benefits at the employee's expense after leaving the District. Within thirty-one (31) days following termination of employment, the employee may convert all or part of his/her group life insurance.

15. INSURANCE COVERAGE DURING LEAVE

Employees granted an authorized unpaid leave shall be allowed to remain members of all District health and insurance plans on the condition that they pre-pay three (3) months to the District the entire premium plus a 2% administration fee for such participation. The term of pre-payment may be considered on an individual basis in cases of hardship.

16. CREDIT REIMBURSEMENT

A. Full-time employees and part-time employees shall be reimbursed for up to \$180 per credit for up to 12 credits per year for course of study provided. The course of study must be pre-approved by the Superintendent or his/her designee.

B. A grade of B or better or a grade of satisfactory or pass in instances when a letter grade is not awarded must be met.

C. Course approval shall not be given to employees who are on a Performance Improvement Plan, "Failing" or "Unsatisfactory" as an overall rating on his/her most recent performance evaluation. Exceptions will be made where, at the discretion of the Superintendent or his/her designee, the course for which reimbursement is requested is directly

related to an area in which a “needs improvement” or “failing” rating was received.

- D. Courses may be pursued in a state accredited college, university, technical or other school approved by the district.
- E. Course approvals received in the Human Resources Department less than two (2) weeks before the first-class meeting will not be approved for reimbursement.
- F. No reimbursement shall be made when tuition is paid under government educational assistance, university assistance, or other grants available to an employee.
- G. Employees shall be eligible for course reimbursement after completion of at least one (1) year of employment in the District.
- H. Furthermore, credit reimbursement shall also apply to full-time and part-time employees for courses pursued that result in a professional certificate that is directly related to the employee’s position within the district. The Superintendent or his/her designee will determine on a case by case basis if a course pursued for a professional certificate qualifies for credit reimbursement.
- I. Employees who receive credit reimbursement and/or are compensated for a CDL license and training, are expected to remain in the service of the district for one full school year following receipt of any such reimbursement or compensation. If the employee fails to satisfy this requirement, the employee shall be required to re-pay the District all amounts for any courses reimbursed or compensation received in the final 12 months of employment unless; (a) the employee is unable to work for the District due to a furlough or permanent disability; (b) this requirement is waived by the Board of School Directors in its sole and exclusive discretion. No wavier shall be granted under subparts (a) of this paragraph if the employee is discharged for cause.

17. RETIREMENT PAY

Upon the retirement of any employee with a minimum of six (6) consecutive years of service in the Pennridge School District, the Board of School Directors shall make a payment for years of service accrued in the Pennridge School District in accordance with the qualifications and limitations hereinafter set forth:

- A. The employee shall submit written notice of his or her intention to retire to the District Superintendent on or before ninety (90) days of the intended date of retirement. Notice received after the above-specified time may constitute just cause for the payment to be denied.

- 1298 B. Said notice shall contain the following statements:
1299 That the employee is applying for and is eligible to receive
1300 superannuation retirement, disability retirement, or special early
1301 retirement from the Pennsylvania School Employees' Retirement
1302 System. "Special Early Retirement" includes the following retirement
1303 classes: Class T-C, Class T-D, Class T-E, Class T-F, Class T-H
1304 members and Class T-G members.
1305
- 1306 C. Employees who qualify for this retirement pay shall be entitled only to
1307 payment into a 403(b) tax sheltered annuity account established by the
1308 eligible employee. The 403(b) account is mandatory and must be
1309 established prior to separation of service. The retirement pay benefits
1310 will not be paid in cash or by any other method.
- 1311 D. All contributions into 403(b) accounts under this Agreement shall be
1312 deposited into qualified 403(b) accounts established for each eligible
1313 employee with a District approved vendor, who shall be responsible for
1314 administering such programs. The eligible employee must assure the
1315 District that any payment contribution into such 403(b) account
1316 complies with law.
- 1317 E. The design of this agreement is intended to provide significant tax
1318 savings to the District and to the employees of the District by depositing
1319 amounts hereunder directly into a 403(b) program, while permitting the
1320 employees to exercise investment control over the accounts until
1321 employees elect to withdraw amounts from the account.
- 1322 F. The retirement payment shall be as follows:
1323
1324 **Employees With Less Than 10 Years of District Service as of July**
1325 **1, 2023**
1326 Retirement payment shall be:
1327 ▪ \$45 per unused sick day for full-time employees
1328 ▪ \$40 per unused sick day for part-time employees
1329
- 1330 **Employees With At Least 10 Years of District Service As of July 1,**
1331 **2023**
1332 Retirement payment shall be:
1333 ▪ Admin/Student Services & Custodial/Maintenance
1334 ▪ Full-Time (minimum 1,820 hours per year)
1335 • \$115/per year of service with the total payment not
1336 to exceed \$3,450 for full-time;
1337 OR
1338 • \$45 per unused sick day
1339
1340 ▪ Part-Time
1341 • \$75 per year of service with the total payment not to
1342 exceed \$2,250 for part-time employees who work a
1343 minimum of 1,080 hours per year;

- \$45 per year of service with the total payment not to exceed \$1,350 for part-time employees who work a minimum of 540 hours per year;

OR

\$40 per unused sick day

- Transportation

- \$100 per year of service, not to exceed \$3,000;

OR

- \$45 per unused sick day for full-time employees;
- \$40 per unused sick day for part-time employees

G. In the event of a death of an employee, the employee's estate will be paid a death benefit equal to the amount of sick time in this Section.

18. WORKPLACE INJURY

In the event a bargaining unit member incurs a workplace injury that is: (a) deemed to be directly caused by a student following the District's review/investigation of the incident; and (b) deemed a compensable workers' compensation injury; and where (c) the bargaining unit member is subject to an unpaid waiting period under applicable workers' compensation law, the District shall credit the employee with one sick day for each sick day used by the employee during the unpaid waiting period. In the event the employee does not have sick leave available for any such unpaid waiting period workdays, the District shall pay the employee their regular pay for each such day. Provided, however, that no employee shall be entitled to retain payment from the District for any day in which workers' compensation wage benefits are received; in the event of such double-payment, the District shall be entitled to recoup the overpayment by payroll deduction.

19. SEPARATION

Any employee intending to resign is expected to give a minimum of two (2) weeks' notice in writing to his/her immediate supervisor who will forward it to the Department of Human Resources for action by the Board of School directors.

- A. *Resignations* – Should an employee give adequate written notice, any unused or earned vacation days due to the said employee will be paid to the employee in his/her final paycheck.
- B. *Quit, Insufficient Notice* – Should an employee fail to give proper notice, there will be no payment for any unused or earned vacation.
- C. *Quit, Without Notice* – Should any employee be absent from work for three (3) consecutive days without notifying his/her supervisor prior to or during said absence as to the reason for the absence, he/she shall be considered as having "Quit, Without Notice." There will be no payment

for any unused or earned vacation. The Director of Human Resources shall have the authority to reinstate such an employee if he/she deems extenuating circumstances exist.

20. WEATHER CONDITIONS

Administrative/Student Services:

The following policy regarding the Administrative/Student Services shall be followed whenever school is closed because of snow or other inclement weather conditions:

If an announcement is made that schools are closed, because of snow or other inclement weather conditions, Administrative/Student Services employees will not have to report to work unless such closing exceeds one (1) day. Administrative and Student Services employees will be required to report on the second (2nd) day of closing unless otherwise directed by the Superintendent of Schools.

Secretaries, teaching assistants, staff nurses and clerks who are scheduled to work shall be paid for delayed starts in addition to their regular pay for hours actually worked, not to exceed their per diem amount. If it is a one (1) hour delay, they shall be paid for one (1) additional hour. If it is a two (2) hour delay, they shall be paid for an additional two (2) hours. Those scheduled for a personal day, that have called in sick, or are not scheduled to report to work for any reason, will not be paid this additional compensation. In addition, if school is ultimately cancelled, any secretary, teaching assistant, staff nurse or clerk who has begun any duties connected with their daily required routine and/or has clocked in (at their regularly assigned time) will be compensated. They will be paid either the amount of time they have worked, prior to the cancellation notice or a minimum of two (2) hours, whichever is greater.

Transportation:

Transportation employees who are scheduled to work shall be paid their regular pay for hours actually worked for delayed starts or school cancellations.

21. HEALTH AND SAFETY

No employee shall be expected to perform services under unsafe or hazardous conditions or equipment that endanger the health, safety or well-being of the employee, the students of the District or the public.

In the event that an employee believes that he/she is endangered by an unsafe or hazardous condition or equipment, he/she shall bring this matter immediately to the attention of the Administration. The Administration shall respond to such a complaint within three (3) working days setting forth any contemplated course of action intended to respond to the complaint raised.

1442 An employee not satisfied with the Administration's response shall be
1443 permitted to initiate a grievance under Appendix "C" at the Step II level.
1444
1445 Employees will continue to work pending resolution of the condition as
1446 provided above.
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1448 {remainder of this page intentionally left blank}
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APPENDIX "C"

GRIEVANCE PROCEDURE

The parties to this agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a five (5)-step process which is described in the following paragraphs. The person or persons initiating the alleged grievance are urged to discuss the alleged grievance with the first-level supervisor. The term "workday" shall mean any day when the administrative offices are open.

STEP I

The Association shall present the grievance in writing and on the appropriate form, which is part of this grievance procedure, to his/her first-level supervisor for Administrative/Student Services and Custodial and Maintenance employees and the Director of Transportation for Transportation employees and, in all cases, with a copy to the Director of Human Resources, within ten (10) days of its occurrence. The first-level supervisor or Director of Transportation shall make a written reply to the grievance within seven (7) workdays after initial presentation of the grievance.

STEP II

If the action in Step I fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred within seven (7) workdays to the Director of Human Resources. The Director of Human Resources shall make written reply to the grievance within seven (7) workdays after referral to him/her.

STEP III

If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred within seven (7) workdays to the Superintendent of Schools. The Superintendent shall make written reply to the grievance within seven (7) workdays after referral to him/her.

STEP IV

If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred within seven (7) workdays to the President of the Board of School Directors. The Board of School Directors shall make written reply to the grievance within ten (10) workdays after referral to its President.

STEP V

If the action in Step IV above fails to resolve the grievance to the satisfaction of the affected parties, one and/or the other may, within twenty-two (22) workdays, apply for binding arbitration as provided in Section 903 of the Pennsylvania Labor Relations Act ("Act"). If the grievance fails to meet the criteria of Section 903 of the Act, the decision

of the Board of School Directors in Step IV shall be final. If binding arbitration is not applied for within twenty-two (22) workdays of the written reply of the Board of School Directors, the decision of the Board of School Directors shall be final.

MISCELLANEOUS

- i. A meeting shall be held at each step, commencing at Step I of the Procedure, upon the request of either party. All meetings and hearings under this procedure shall be conducted in private and shall only include the parties in interest, their designated representative(s) and persons to give relevant testimony.
- ii. A group grievance may be initiated through the President of the P.E.S.P.A. as an “Association Grievance” if said grievance affects five (5) or more employees. Such grievance (with names affixed) shall commence at the lowest level with the supervisor having jurisdiction over all members of the group.
- iii. Time limits may be mutually extended or contracted.

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APPENDIX "D"

OTHER ITEMS OF AGREEMENT

1. PERSONNEL FILES

The Pennridge School District shall maintain in the District Office one (1) official personnel file for each employee.

No material regarding an employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has received a copy and has had the opportunity to review and initial the material. The employee shall have the right to submit a written response to such material and attach it to the file copy.

Each employee or his/her designee shall have the right to review the employee's personnel file in accordance with District policy and may duplicate any reviewed material from the personnel file at no cost to the employee.

2. PHYSICAL EXAMINATIONS AND LICENSES

Transportation:

The District will pay for Transportation employee physical examinations as required by the Pennsylvania Department of Transportation. The District will, upon renewal, reimburse a driver for the cost of renewing his/her Pennsylvania "Class B" Commercial Driver's License.

3. PAY PERIODS

Administrative/Student Services and Transportation:

Wages will be paid on an hourly basis. Payroll checks will be based on the hours worked during the previous two weeks period ending on the previous Sunday at 11:59 PM. For example, pay checks issued on Friday, August 31 will include all hours worked from 12:00 AM Monday, August 13 through 11:59 PM Sunday, August 26.

Custodial and Maintenance Staff:

Wages will be paid on an hourly basis. Payroll checks will be based on the hours worked during the previous two weeks period ending on the previous Sunday at 9:59 PM. For example, pay checks issued on Friday, August 31st will include all hours worked from 10:00 PM Sunday, August 12 through 9:59 PM Sunday, August 26.

4. DRIVER TRAINING

Drivers will be paid their regular hourly rate for three (3) hours of road work required as part of their re-certification training provided that drivers so paid remain in the District's employ for one (1) calendar year after such payment has been made. Up to seven (7) hours of classroom time in connection with driver re-certification training shall be compensable. It is understood that this re-certification training occurs every four (4) years and that drivers who do not stay in the District's employ for one (1) calendar year after receiving such compensation will have to reimburse the District for the same plus any costs, if any, associated with the collection thereof. Annually, drivers shall receive two (2) hours of district required safety training in addition to recertification training, to be compensated at the driver's regular rate of pay. The administration shall schedule the training at a time reasonably convenient to the District and the employees.

A new driver trained by Pennridge School District who obtains a CDL and school bus endorsement, is hired by the District and subsequently completes 90-days of service as a driver within the District, shall receive payment equal to 20 hours pay at the then-current starting bus driver hourly rate (less all applicable tax/withholding) as compensation for training hours. Employees who receive this compensation are expected to remain in the service of the District for one full school year following receipt of such compensation. If the employee fails to satisfy this requirement, they shall be required to re-pay the District the amount of such compensation unless: (a) the employee is unable to work for the District due to a furlough or permanent disability; or (b) this requirement is waived by the Board of School Directors in its sole and exclusive discretion. No wavier shall be granted under subparts (a) of this paragraph if the employee is discharged for cause.

5. OVERTIME

Employees shall be paid for hours actually worked subject to such minimum daily hours otherwise provided for herein. Overtime shall be compensated in accordance with the provisions of the Fair Labor Standards Act. Employees shall seek advance approval of all overtime except in circumstances where it is not reasonably possible to do so.

Custodial and Maintenance Staff: Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week. Time off for authorized paid leave should be counted as hours worked for purposes of calculating overtime pay.

6. POSTING OF VACANCIES

Administrative/Student Services and Custodial/Maintenance

All position openings for Administrative/Student Services and Custodial/Maintenance employees shall be posted for five (5) workdays prior

to the issuance of any public notice. All position openings shall be posted electronically on the District's job posting website.

A vacancy may be filled temporarily in the case of an emergency, but no such vacancy shall be permanently filled until notice of such vacancy has been posted for five (5) workdays. Such posting shall occur no later than ten (10) calendar days after the date the position was filled by a temporary employee.

Vacancies shall not be posted until and unless all laid-off employees have been notified as set forth in this Agreement.

First consideration for filling all vacant positions should be given to qualified individuals presently employed.

All internal bidding candidates will receive an explanation of non-selection, upon request of the affected employee.

Transportation:

All new runs and permanent vacancies created by a driver's termination, resignation, retirement, etc. including summer runs and special education runs will be posted in the Driver's Room for a period of five (5) workdays. Position openings for Transportation employees shall be posted electronically through the District's job posting website and Blackboard Connect. All runs shall be posted and awarded in the order of seniority.

Mid-day runs will be posted for a minimum of three (3) days. These runs shall be awarded per the discretion of the Director of Transportation. The Director of Transportation retains the right to temporarily by-pass a driver for any run when, in the Director's discretion, the driver does not possess the necessary experience and/or qualifications to handle the same. A driver so by-passed will be awarded the next available run for which he/she is qualified as determined by the Director of Transportation.

Regular employees shall be assigned substitute duties prior to substitutes and jumpers, provided regular employee timely communicates availability to the Department.

A Transportation employee will not be permitted to change runs more than once during the school year pursuant to this section unless it is determined, in the discretion of the Director of Transportation, that such a change is in the best interest of the District.

Drivers awarded a different run through this process may receive two (2) days paid training to be coordinated by the Director of Transportation.

If a posted run is changed by more than fifteen (15) minutes in length before the position is filled, that run shall be re-posted as changed with the posting time to start over.

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1669 **7. ADDITIONAL DRIVING DUTIES**
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1671 Additional driving, such as class trips, field trips, sports runs, etc. will be paid
1672 at the employee's regular rate.
1673

1674 Additional driving duties will be awarded drivers on a rotating basis by
1675 seniority. As set forth in Appendix D, Section 10, seniority will be determined
1676 by the Board-approved date of hire representing the driver's most recent period
1677 of employment as a "Regular Driver." The Director of Transportation retains
1678 the right to temporarily by-pass a driver for an additional driving duty when, in
1679 the Director's discretion, the driver does not possess the necessary experience
1680 and/or qualifications to handle the same. A driver so by-passed will be awarded
1681 the next available trip for which he/she is qualified as determined by the
1682 Director of Transportation. The provisions of this Section 7 shall not apply to
1683 Transportation Aides, and Transportation Aides are not entitled to be offered
1684 any work opportunities in connection with additional driving duties.
1685

1686 A "Trip Chart" will be posted in the Drivers' Room. If a driver fails to report
1687 for a scheduled trip on more than one (1) occasion, he/she will lose additional
1688 driving privileges for the rest of the year unless there were extenuating
1689 circumstances resulting in the driver's absence. Under such extenuating
1690 circumstances, it will be left to the discretion of the Director of Transportation
1691 to determine what action should be taken.
1692

1693 A driver will lose his/her turn for a trip if he/she does not accept such trip when
1694 available.
1695

1696 **DRIVER TRAINER:** Those individuals, employed by the Board of School
1697 Directors, who have been certified by the State of Pennsylvania to train
1698 commercial drivers to at least the Class B level, with both passenger and school
1699 bus endorsements. All training (whether for a new driver or a re-certification)
1700 shall take place separate from any regularly scheduled bus run. The trainers
1701 shall receive one (1) dollar per hour in addition to their regular hourly salary,
1702 regardless of what aspect of driver training they are engaged in. Effective July
1703 1, 2019, the provisions of Appendix D, Section 6 of this Agreement (Posting of
1704 Vacancies) shall not apply to any vacancies or openings for the supplemental
1705 position of driver trainer. The District may, in its sole discretion, offer a
1706 bargaining unit member with five years of bus driving experience the
1707 opportunity to work as a driver trainer. Persons interested in working as a driver
1708 trainer are responsible for the costs of trainer certification. The District shall
1709 reimburse such costs for a qualified individual who is successfully awarded a
1710 driver trainer position
1711

1712 **8. DEFINITION OF RUNS**
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1714 **One Way Sport Run:**

A run added to a driver's regular run to
accommodate a team drop off near the
destination of the regular run, to be compensated

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Post AM Run:

Pre PM Run:

Late Run:

at the driver's regular rate for time actually worked. A One Way Sport Run may be assigned at the administration's discretion, but shall not be assigned where its completion would prohibit completion of the driver's regular run. The driver shall be offered the return pick up as a late run, otherwise, the return trip will be assigned through the bid procedure or by radio. One Way Sport Runs shall be within the reasonable vicinity of the driver's regular run and shall not be combined with a mid day run, work study run, tech run, intermediate run or late run. Following an unsuccessful bid process, these runs will be assigned to the lowest senior driver with a route that fits the additional unassigned work.

Any run added to a driver's regular morning run, to be compensated at the driver's regular rate for time actually worked. A Post AM Run may be assigned at the administration's discretion, but shall not be assigned where its completion would prohibit completion of the driver's regular run. Post AM Runs shall be within the reasonable vicinity of the driver's regular run and shall not be combined with a mid day run, work study run, tech run, intermediate run or late run. Following an unsuccessful bid process, these runs will be assigned to the lowest senior driver with a route that fits the additional unassigned work.

Any run added to a driver's regular afternoon run, to be compensated at the driver's regular rate for time actually worked. A Pre PM Run may be assigned at the administration's discretion, but shall not be assigned where its completion would prohibit completion of the driver's regular run. Pre PM Runs shall be within the reasonable vicinity of the driver's regular run and shall not be combined with a mid day run, work study run, tech run, intermediate run or late run. Following an unsuccessful bid process, these runs will be assigned to the lowest senior driver with a route that fits the additional unassigned work.

The last run of the day, during which students involved in sports and/or activities are transported home, for which drivers are paid their regular hourly rate. Driver shall be paid a minimum of one (1) hour at their regular rate.

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Following an unsuccessful bid process, these runs will be assigned to the lowest senior driver with a route that fits the additional unassigned work. Late style routes scheduled prior to 4:30 pm will be built into regular runs.

Mid-day Run:

Any runs operated between the regular runs, excluding sport, field and special trips for which drivers are paid their regular hourly rate. The Driver shall be paid a minimum of (1) hour at their regular rate.

Regular Run:

A scheduled combination of trips, morning and afternoon, carrying students to and from schools on a daily basis during the school year for which drivers are paid their regular hourly rate.

Sport/Field/Special Trips:

All runs operated on an irregular basis that are undefined in their duration for which drivers are paid at the regular rate. If the trip is cancelled on the day of the event, driver shall be paid a minimum of one (1) hour at their regular rate.

Summer Run:

Any regularly scheduled run, which occurs from the end of the regular public school year until the beginning of the next school year for which drivers are paid their regular hourly rate. All runs shall be posted each June and awarded in the order of seniority.

9. SENIORITY

Administrative/Student Services and Custodial/Maintenance

1. Seniority is determined by the length of service in the Pennridge School District computed in years from the first day of his/her latest period of continuous employment. The first day of such employment shall mean the effective date as approved by the Pennridge Board of School Directors in its official Minutes or the first date of employment whichever is earlier. In calculating seniority, part-time experience shall be converted to the equivalent of full-time employment [1 year = 12 months employment, 8 hours a day, or 2,080 hours. Other employees' hours shall be computed to a percentage of years based on the hours worked per year.] Permanent date of hire for the most recent continuous employment will determine seniority. Substitute and CETA time do not count in calculating seniority but may be used as a tiebreaker. A summary listing of the seniority of the Pennridge Educational Support Personnel Association will be sent to the P.E.S.P.A. President by December 1 of each year.

- 1815
- 1816 2. An employee shall lose seniority rights if he/she resigns or is discharged
- 1817 in accordance with the Public School Code of 1949, as amended.
- 1818 Seniority shall not be lost if:
- 1819
- 1820 a. Seniority is otherwise preserved by the Selective Service Act of
- 1821 1948.
- 1822 b. The employee is on an approved leave.
- 1823 c. The employee is furloughed because of a reduction in staff.
- 1824

1825 **Transportation:**

1826

- 1827 1. Seniority will be determined by the first day of a Regular Employee's
- 1828 latest period of continuous employment as a Regular Employee.
- 1829 Substitute time does not count in calculating seniority but will be used
- 1830 as a tiebreaker if the individual served as a substitute for a continuous
- 1831 period of time just prior to becoming employed as a Regular Employee.
- 1832 Additionally, the date the employee passed the CDL testing may be used
- 1833 as a tiebreaker as needed.
- 1834

1835 A full time bus driver who voluntarily reverts to the position of

1836 substitute bus driver (not including jumper driver) will not be given

1837 back his/her seniority and previous rate of pay if and when he/she

1838 returns to the full time bus driver position.

1839

- 1840 2. Subsequent to the signing of this Agreement, the Administration and the
- 1841 Association will review and agree upon a seniority list based upon the
- 1842 aforementioned dates of hire. A new list will then be provided to the
- 1843 P.E.S.P.A. President no later than December 1 of each year. An
- 1844 employee shall lose seniority rights if he/she resigns or is discharged in
- 1845 accordance with the Public School Code of 1949, as amended. Seniority
- 1846 shall not be lost if (i) it is otherwise preserved by the Selective Service
- 1847 Act of 1948; (ii) the employee is on an approved leave of absence, or
- 1848 (iii) the employee is furloughed or reduced to part-time status because
- 1849 of a reduction in staff or voluntarily reverts to substitute status.
- 1850

1851 **Transfers Between Classifications:**

1852

1853 Employees who transfer from one classification to another (i.e.

1854 Administrative/Student Services to Transportation (or vice-versa) will

1855 have their seniority calculated according to the method in effect for the

1856 classification to which the employee was transferred.

1857

1858 Examples:

1859 A transportation employee who transfers into a clerk position will have

1860 his/her seniority calculated on the basis of the actual hours worked as a

1861 bus driver. Therefore, a bus driver with 10,120 hours of work will start

1862 as a clerk with 4.87 years of seniority.

1863

An Administrative/Student Services employee who transfers into a Transportation position will have his/her seniority determined by his/her first day of latest period of continuous employment as a regular employee. Therefore, an Administrative/Student Services employee who was originally employed as a regular employee on July 1, 1995 will have this date carried forward with him/her for purposes of seniority as a Transportation employee.

10. GUIDELINES FOR REDUCTION IN FORCE

Administrative/Student Services/Custodial and Maintenance Employees/ Transportation Employees:

- A. NOTIFICATION – Employees shall be furloughed and recalled as stated in the Public School Code of 1949, as amended. A letter shall be sent from the District to the employee with a copy to the P.E.S.P.A. President informing the employee of a layoff or a reduction in hours. Included in the notification shall be information on the procedure to collect unemployment compensation benefits and information on the PSERS (state retirement system) requirements regarding termination of service. Any employee furloughed from a bargaining unit position shall be offered free job training and re-training through any program offered by the District.
- B. DISTRIBUTION OF REMAINING POSITIONS WHEN MASSIVE LAYOFFS OCCUR – The District shall meet with the employees eligible for the remaining positions. These employees, in order of seniority, shall pick from the available positions in consultation with the Director of Human Resources. If a remaining position is occupied by one of the employees eligible by seniority, that position shall remain “as is.”
- C. BUMPING – An employee whose job is eliminated or reduced in hours may bump in his/her category for equal or less number of hours or into a pay category where the employee was previously employed in the District. An employee bumps the least senior position of equal or less hours.

If the position of an employee with seniority is eliminated, he/she must accept a position by pay category of equal or less hours, if available. If only less hours are available, the employee may accept the position with less hours and apply for partial unemployment.

In the event of a layoff of secretaries and in recognition that secretaries as presently classified covers employees who perform many different duties and responsibilities some of which necessarily require special skills and abilities, employees selected for layoff in this classification will be limited with regard to their right to use their seniority to bump as follows. A secretary may not bump a less senior secretary in his or

her classification performing different functions unless the secretary can demonstrate at the time of the exercise of bumping rights that he or she is immediately qualified to perform the duties of the position where bumping rights are being exercised. Should that secretary not immediately qualify, she may bump the next least senior secretary for whose position she immediately qualifies.

Categories are as follows:

Clerks/Receptionist, Secretary, Personal Care Assistants, Classroom Teaching Assistants, Staff Nurse, Custodian, Shift Supervisor Custodian, Carpenter, Plumber, Electrician, HVAC Mechanic, Head Auto Mechanic, Delivery/Groundskeeper, Regular Maintenance, Regular Mechanic and Diesel Auto Mechanic and transportation employees. If the employee refuses to accept a position of equal hours, such refusal will be considered a resignation.

- D. EMPLOYEE RECALL – A laid-off employee shall be recalled for a vacancy by seniority in any pay category in which he/she was previously employed in the District. If the available position is less hours than the employee's previous employment, he/she may be eligible for partial unemployment. A laid-off employee shall notify the District's Department of Human Resources by June 1 of each year whether he/she is still interested in returning to a position.

When a position becomes available in the District, it will become a vacancy restricted to internal applicants from within the pay category and the next eligible laid-off employee by seniority. Applications from internal employees outside the pay category and external applicants will not be considered until all eligible laid-off employees have been offered re-employment. The Director of Human Resources shall notify the eligible laid-off employees of the restricted vacancies. If the employee refuses to accept a position of equal pay, such refusal will be considered a resignation.

11. DUE PROCESS

- A. The Board and the Association expressly agree that the Board and the Administration shall have the right to discipline a bargaining unit employee.
- B. Disciplinary actions which the Board or Administration may take, provided that cause exists, shall include, but shall not be limited to, the following: (i) oral reprimand; (ii) written warning; (iii) written reprimand; (iv) suspension from employment duties with or without pay; (v) demotion; (vi) unsatisfactory rating or (vii) dismissal for cause.
- C. No bargaining unit employee shall be dismissed unless the Superintendent of Schools shall recommend dismissal and two-thirds

(2/3) for Administrative/Student Services employees and a majority for Transportation employees of all of the members of the Board of School Directors shall vote for dismissal at a public meeting of the Board.

D. In determining whether cause exists for dismissal, that term shall specifically include, but shall not be limited to, just cause or any conduct or action by a bargaining unit employee which would lawfully provide a proper basis for dismissal pursuant to Section 1122 of the Public School Code of 1949, as amended, and interpretations thereof by Pennsylvania Courts and/or the Secretary of Education.

E. In the event that the Superintendent of Schools shall recommend to the Board of School Directors that a bargaining unit employee be dismissed, the recommendation and the reasons thereof shall be transmitted in writing to the Board President, the P.E.S.P.A. President and the employee involved. Within ten (10) days after receipt of such recommendation by the employee involved, he/she shall elect in writing whether he/she wishes to proceed under Section 1121 through 1132 of the Public School Code of 1949, as amended, or in accordance with the grievance procedure set forth in this Agreement beginning at Step III. Bargaining unit employees whose dismissal for cause has been recommended may follow the grievance procedure or request a hearing pursuant to Sections 1121 through 1132 of the Public School Code of 1949, as amended, but not both.

F. This section shall apply to disciplinary actions only and shall not apply to retirements, suspensions, non-disciplinary transfers, non-disciplinary demotions, abandonment of contract, resignation or other changes in a bargaining unit employee's status which are initiated by the employee or which are initiated by the Board of School Directors for reasons other than for the purpose of discipline of an employee for cause.

12. RIGHTS OF ASSOCIATION

A. USE OF DISTRICT FACILITIES, SUPPLIES AND INFORMATION
The Association may use certain duplicating and copying equipment in the District provided it does not interfere with official school district use. The District copy machine is not to be used without permission from the Superintendent of Schools. The Association will pay for the cost of all materials, supplies and incidental costs for such use.

The Association and its representatives shall be allowed the use of school buildings for meetings after school hours when not in conflict with activities planned for that building. Arrangements for such meetings shall be made with the principal of the building.

The Association shall be allowed the use of interschool mail facilities and school mail boxes provided that it does not interfere with regular school mail.

The Board agrees to furnish, upon request, such financial and personnel data as may be reasonably disclosed and will assist in developing sound recommendations. Any reasonable additional information that may be necessary for the Association to process any grievance shall be made available by the Board.

B. DUES DEDUCTIONS

Payroll deductions for the Association, E.S.P., PSEA and N.E.A. shall be available to all bargaining unit employees who consent to all such deductions. Deductions shall be made in fourteen (14) equal payments beginning with the second November payroll. The District will forward to the Association the previous month's deductions during the subsequent month. In the event a member leaves the District before the last deduction is made, the balance will be deducted from his/her last pay. 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 information submitted by the Association to the District, or otherwise to comply with the provisions of this section.

The District, on or before September 15 of each year of this contract, will provide the Association with a list of the names and addresses of all bargaining unit members. By October 15 of each year of this contract, the Association agrees to identify, on a listing supplied by the District, those employees from whose pay dues are to be deducted. The District will also provide the Association with the name of any employee hired after September 15 of each year of this contract, such notice to be provided within thirty (30) days after the date of hire. For employees hired after September 15, the Association will promptly advise the District in writing if any such employee consents to the deduction of dues.

No employee shall be required to involuntarily pay to the Association any dues or any other fees. In the event any employee revokes their authorization for any deductions, the Association shall notify the District as soon as reasonably possible, and the District then shall cease all such deductions for the employee.

C. MEET-AND-DISCUSS

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.

D. ASSOCIATION LEAVE

The Association shall be granted up to fifteen (15) days each year of the Agreement for the purpose of conducting Association business. Four (4) days of unused Association leave may be accumulated from year to year. Additional leave may be provided at the sole discretion of the Superintendent of Schools. Employees shall suffer no loss in salary, benefits or other contractual or statutory advantages to which they are entitled on account of the use of such leave.

E. MAINTENANCE OF MEMBERSHIP

Employees who are members of the Association on the effective date of this Agreement or who become members during its term shall maintain their membership for the term of this Agreement by paying annual dues and assessments. The payment of dues shall be in accordance with provisions set forth in Paragraph "B" above.

Employees may resign from membership in the Association fifteen (15) days prior to the expiration of this Agreement.

F. NEW HIRES

A representative from the Association will be afforded time at an Orientation Meeting arranged by the Administration to speak to new hires.

G. EVALUATIONS

Evaluations shall be based on objective assessment of their work performance. Evaluations shall be performed by the employee's immediate non-bargaining unit supervisor. The evaluator, may however, receive input from other administrators/managers.

Employees shall be given a copy of any evaluation report prepared by the evaluator. Such copy will be provided prior to any post-evaluation conference. A post evaluation conference shall be held for each employee evaluated as less than satisfactory and will be scheduled as soon as possible. The employee shall have the right to submit a written response to the evaluation, which shall be attached to the file copy. Any evaluation which is less than satisfactory must be accompanied by written specific recommendations for improvement. The supervisor/evaluator will provide written plans for assistance.

No employee shall be required to sign a blank or incomplete evaluation form.

13. NO REPRISALS

The Parties agree that there shall be no reprisals against any employee for activities related to negotiations. It is understood that this clause is binding upon the Board and its individual members as well as the P.E.S.P.A. organization and its individual members.

2109
2110 **14. DISTRIBUTION OF AGREEMENT**
2111

2112 The printing, distribution and other expenses entailed with reproducing this
2113 Agreement shall be borne equally by the Pennridge Educational Support
2114 Personnel Association and the Pennridge Board of School Directors. All
2115 employees governed by this Agreement will receive a copy of the Agreement.
2116

2117 **15. MANAGEMENT RIGHTS AND TRANSPORTATION SERVICES**
2118

2119 Except where expressly and specifically abridged or modified by provisions of
2120 this Agreement, the District reserves and retains all managerial rights heretofore
2121 expressed by the District, including, but not limited to, the right to subcontract,
2122 in part, its transportation services and the sole and exclusive right to direct,
2123 manage and control all operations of the District; to determine and administer
2124 school policy; to direct employees; to schedule work hours and work
2125 assignments; to assign work, and to determine all matters of managerial policy,
2126 which shall include, but not be limited to, such areas of discretion or policies as
2127 the functions and programs of the District; standards of service; budgetary
2128 matters; the establishment of new positions; the elimination of positions or
2129 bargaining unit work; the increase or reduction in the work force; the utilization
2130 of technology; the selection or change of equipment, materials, products or
2131 processes; the suspension and discharge of employees; to relieve employees
2132 from duty because of lack of work, and all rights and duties imposed upon it by
2133 or inherent from the Public School Code or any laws or regulations of the
2134 Commonwealth or the United States of America.
2135

2136 It is understood and agreed, however, that the listing of specific rights in this
2137 provision are not intended to be nor shall be considered all-inclusive, restrictive
2138 or a waiver of any of the rights of management not listed and not specifically
2139 surrendered herein, whether or not such rights have been exercised by the
2140 District in the past.
2141

2142 With regard to the District's right to direct its operation as it deems appropriate,
2143 it is understood that there will be no subcontracting of the entire transportation
2144 operation during the term of this Agreement nor will any member of the staff
2145 be furloughed or suffer the reduction in hours because of a decision to
2146 subcontract various individual runs. The District agrees to provide the
2147 Association with the right to compete for any subcontracted run and the right to
2148 information concerning potential decision in this regard. In an emergency
2149 situation, however, the Administration and the Board are permitted to act in the
2150 best interest of the District and the community it serves. The Association will,
2151 however, be notified immediately of the situation and a discussion between the
2152 Association and the District regarding the manner in which the situation will be
2153 handled on a long-term basis will be held as soon as possible. The District also
2154 agrees that no subcontracting will take place because of a shortage of drivers
2155 without the District having first put forth a good faith effort to obtain drivers.

EXHIBIT "A"

DISABILITY INSURANCE

SCHEDULE OF BENEFITS

Employer(s):	Pennridge School District
Plan Number:	7538
Original Plan Effective Date:	February 1, 2016
Eligible Class:	Class 02: Support Staff
Employer Premium Contribution:	100% (Core); 0% (Buy-Down)
Elimination Period:	90 consecutive calendar days (Core); 14 consecutive calendar days (Buy-Down Option 1); 30 consecutive calendar days (Buy-Down Option 2); 60 consecutive calendar days (Buy- Down Option 3)
Minimum Hourly Work Requirement:	20 hours per week
Waiting Period:	60 days
Evidence of Insurability:	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue
Employee Eligibility Date:	First of month following completion of the Waiting Period
Minimum Participation Requirement:	100% (Core); 25% group combined (Buy-Down)
Leaves and Sabbaticals:	Coverage with premium payment while on FMLA
leave	Coverage with premium payment for up to 12 months while on Paid Leave
Definition of Disability:	Partial
Own Occupation Period:	24 months following the end of the Elimination Period
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period
Cumulative Elimination Period:	10 Working Days
Recurrent Disability:	6 months
Predisability Earnings:	Base pay only
Maximum Monthly Covered Salary:	\$12,500
LTD Benefit Percentage:	60%
Maximum Monthly Benefit:	\$7,500
Guarantee Issue:	\$7,500
Minimum Monthly Benefit:	\$50
Maximum Benefit Period:	

Age at Disablement	Benefit Duration*
61 or younger	to age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year
*To the later of: 1) the specified length of time as stated above or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as Revised.	

2207		
2208		
2209	Social Security Integration:	Full Family
2210		
2211	Freeze Type:	General Freeze
2212		
2213	Pre-existing Condition Exclusion:	None (Core);
2214		3 months/12 months (Buy-Down Options 1,
2215		2 and 3) will only apply to Employees who
2216		elected the Buy-Down without having prior
2217		voluntary Short-Term Disability coverage
2218		through the Principal Life Insurance
2219		Company
2220		
2221	Mental Disorder Limitation:	24 Months Lifetime unless hospital confined
2222		
2223	Substance Abuse Limitation:	24 Months Lifetime unless hospital confined
2224		
2225	Claim Payment Method:	Monthly
2226		
2227	Rehabilitation Benefit:	Included
2228		
2229	Survivor Benefit:	Included
2230		
2231		

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EXHIBIT “B”

PESPA MEDICAL and Rx PLAN DESIGN

	PC 20	
	In-Network	Non-Network
Plan Year Deductible	\$450 single/\$900 family	\$600 single/\$1,200 family
After Deductible Plan Pays	100%	80%
Lifetime Benefit Maximum	Unlimited	Unlimited
PCP Office Visit	\$20 copay	80% after deductible
Specialist Visit	\$40 copay	
Urgent Care Center	\$40 copay	
Preventive Care Adults & Children	100%, no deductible	80% after deductible
Pediatric Immunizations	100%, no deductible	80% after deductible
Women’s Preventative Care	100%, no deductible	80% after deductible
	100%, no deductible	80% after deductible
Nutrition Counseling/Weight Management	100%, no deductible	
Inpatient Hospital Facility/Physician/Surgeon	100%, after deductible	80% after deductible
Inpatient Hospital Days	unlimited	70 days
Emergency Room	\$100 copay, waived if admitted, no deductible	\$200 copay, no deductible (copay waived if admitted)
Ambulance – Emergency	100%, after deductible	100% after deductible
Ambulance – non-Emergency	100%, after deductible	100% after deductible
Outpatient Lab/Pathology	100%, after deductible	80% after deductible
Outpatient X-ray/Radiology	100%, after deductible	80% after deductible
Therapy Services: Physical, Speech, cardiac, Pulmonary, etc.	\$40 copay, no deductible	80% after deductible
Restorative Services including Chiropractic	\$40 copay, no deductible	80% after deductible
Chemo/Radiation/Dialysis	100%, after deductible	80% after deductible
Outpatient Private Duty Nursing	100%, after deductible	80% after deductible
Skilled Nursing Facility	100%, after deductible	80% after deductible
Hospice and Home Health	100%, after deductible	80% after deductible
Durable Medical Equipment	\$40 copay, no deductible	80% after deductible
Diabetic Education	100%, no deductible	Not Covered
Mental Health Care – Outpatient	\$40 copay/visit	80% after deductible
Mental Health Care – Inpatient	100%, after deductible	80% after deductible up to 70 days per calendar year

2232
2233

EXHIBIT “B”

PESPA MEDICAL and Rx PLAN DESIGN

2234

Substance Abuse Outpatient/Partial Facilities	\$40 copay/visit, no deductible	80% after deductible
Rehabilitation Detoxification	100% after deductible	80% after deductible
Maternity	\$20 copay 1 st visit, 100% thereafter	80% after deductible
Prescription Drug Copay/Coinsurance		
Prescription Drug Retail, max 30-day supply	10/30/50/125	Not covered
Mail order 2x the retail copay for up to a 90-day supply (mail order not available for specialty drugs)		
Specialty Drug is \$125, max 30-day supply; mail order not applicable		
Out of Pocket Maximum	\$2,000/4,000 Med, \$2,000/4,000 Rx	Unlimited
Injectable Medications		
- Standard Injections	100%, no deductible	80% after deductible
- Biotech Specialty Injections	10%, no deductible	
Allergy Injections	\$40 copay, no deductible	80% after deductible

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EQUAL EDUCATIONAL OPPORTUNITIES

The Pennridge School District is an equal opportunity educational institution and will not discriminate on the basis of race, color, national origin, religion, gender, age or disability in its activities, programs or employment practices required by Title VI, Title IX, Section 504 and the Americans with Disabilities Act of 1990.

The Federal Drug-Free Workplace Act requires that the workplace be free of the illegal use of drugs. No one is allowed to use, make, sell, distribute or have in his/her possession illegal drugs. Any violation of this Act will lead to severe disciplinary action, including dismissal.

The mission of the Pennridge School District is to challenge school-aged students with a world-class education, to encourage and assist in the development of responsible individuals and productive citizens, and to maintain a high quality learning environment while providing all students equal opportunity to achieve their highest potential.