

AGREEMENT BETWEEN

EASTON AREA SCHOOL DISTRICT

AND

**EASTON AREA EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
PSEA/NEA**

**EFFECTIVE
JULY 1, 2023 UNTIL JUNE 30, 2026**

TABLE OF CONTENTS

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
1.	I.	Recognition
1.	II.	Term of Agreement
1.	III.	No Strike – No Lockout Provision
2.	IV.	Wages and Salary Provisions
2.	V.	Hours and Conditions of Employment
2.	VI.	Employee Benefits and Rights
2.	VII.	Grievance Procedure
2.	VIII.	Waivers
2.	IX.	Prerogatives of the School District
3.	X.	General
3.	XI.	Effective Date and Signature

Appendix A – Employee Benefits and Rights

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
4.	A.	Safe Working Conditions
4.	B.	Probationary Period
4.	C.	Seniority
5.	D.	Posting of Vacancies
5.	E.	Qualifications and Assignments
5.	F.	Reduction in Force
6.	G.	Recall to Employment
6.	H.	Equal Employment Opportunity Act
6.	I.	Release Time
6.	J.	Statutory Savings Clause
7.	K.	Required Meetings and Hearings
7.	L.	Criticism
7.	M.	Reprisals
7.	N.	Personal Rights
7.	O.	Payroll Deductions
8.	P.	Group Tax-Sheltered Annuity
8.	Q.	Distribution of Agreement
8.	R.	Membership Dues Deductions
9.	S.	Maintenance of Membership
9.	T.	Fair Share
9.	U.	Use of School Buildings
9.	V.	Use of Personal Vehicle

Appendix B – Insurance Benefits

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
9.	A.	Health Insurance
10.	B.	Dental Insurance
11.	C.	Life Insurance
12.	D.	Income Protection
15.	E.	Worker's Compensation

Appendix C – Leaves

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
16.	A.	Paid Holidays
16.	B.	Leaves of Absence With Pay
18.	C.	Compensation for Unused Sick Leave
19.	D.	Leaves of Absence Without Pay

Appendix D – Transfers

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
21.	A.	Transfers Within Classification
21.	B.	Involuntary Transfer
21.	C.	Transfers Out of Classification
22.	D.	Transfers Between Units

Appendix E – Longevity Payment

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
23.	A	Longevity Payment

Appendix F – Class A – Instructional Aides

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
24.	A.	Hours and Work Year
24.	B.	Lunch Period
24.	C.	Inclement Weather
25.	D.	Tuition Reimbursement
26.	E.	Wages

Appendix G – Class B – Non-instructional Aides

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
28.	A.	Hours and Work Year
28.	B.	Lunch Period
28.	C.	Inclement Weather
28.	D.	Tuition Reimbursement
29.	E.	Wages

Appendix H – Class C - District Security Monitors

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
30.	A.	Hours and Work Year
30.	B.	Lunch Period
30.	C.	Overtime
31.	D.	Inclement Weather
31.	E.	Employee Shifts
31.	F.	Outsourcing
31.	G.	Use of Facilities to Community Groups
31.	H.	Wages

Appendix I – Class D – Licensed School Nurse Assistants

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
33.	A.	Hours and Work Year
33.	B.	Lunch Period
33.	C.	Inclement Weather
33.	D.	Tuition Reimbursement
35.	E.	Wages

Appendix J – Grievance Procedure

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
37.	A.	Definitions
37.	B.	Procedure
37.	C.	Levels
38.	D.	Miscellaneous

I. RECOGNITION:

This agreement is made and entered into this 18th day of October 2022 by and between the School Board of the Easton Area School District, 1801 Bushkill Drive, Easton, Pennsylvania 18040, hereinafter called the employer, and the Easton Area Educational Support Personnel Association/PSEA/NEA, hereinafter called the Association. Said Association is recognized as the exclusive representatives and bargaining agent for those employees as certified by the Pennsylvania Labor Relations Board, No. PERA-R-4323-C.

Support Personnel shall be defined as all full-time and regular part-time Class A Bargaining Unit Members (instructional paraprofessionals, nurse paraprofessionals, library paraprofessionals and clerical paraprofessionals), Class B Bargaining Unit Members (lunchroom monitors, hall monitors, and ISS monitors), Class C Bargaining Unit Members (district security monitors) and Class D Bargaining Unit Members (licensed school nurse assistants), but excluding all supervisors, first-level supervisors, student workers, and confidential employees as defined in the Pennsylvania Public Employee Relations Act 195.

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

The rights and privileges of the Association and its representatives, as set forth in this agreement, shall be granted only to the Association as the exclusive representative of the support personnel Bargaining Unit Members, and to no other organization representing any similar group of employees.

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

II. TERM OF AGREEMENT:

This term of agreement shall begin on July 1, 2023 and shall continue in full force and effect until June 30, 2026 or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidence by an amendment to this agreement, to which amendment both parties shall signify approval by affixing their signatures thereto.

III. NO STRIKE - NO LOCKOUT PROVISION:

As a condition of the various provisions of this agreement to which the parties have agreed, the School Board pledges that it will not conduct or cause to be conducted a lockout during the term of the agreement and the Association pledges that members of the bargaining unit will not engage in

a strike (as the term defined in Section 301(9) of Act 195) during the term of this agreement.

IV. WAGES AND SALARY PROVISIONS:

The parties agree that wages and salaries to be affected by this agreement are accurately reflected in Appendices E, F, G, and H made part of this agreement, and that the schedule of wages and salaries set forth in Appendices E, F, G, and H shall be the schedule which shall remain in force for the period of this agreement.

V. HOURS AND CONDITIONS OF EMPLOYMENT:

The parties agree that hours of work and other conditions of employment to be affected by this agreement are accurately reflected in Appendices E, F, G, and H attached to this agreement.

VI. EMPLOYEE BENEFITS AND RIGHTS:

The parties agree that Bargaining Unit Member benefits and rights to be provided under this agreement are accurately reflected in Appendix A attached to and made part of this agreement.

Any changes in other Bargaining Unit Member benefits to which the parties may agree, conditional upon extending the term of this agreement as provided in Section II, shall be evidence by a revised Appendix A which shall be executed by the parties and attached hereto and made part of this agreement.

VII. GRIEVANCE PROCEDURE:

The parties agree that grievances which arise out of the interpretation of this agreement shall be the only grievances subject to the grievance procedure and shall be resolved in accordance with the grievance procedure described in Appendix I attached hereto and made a part of this agreement.

VIII. WAIVERS:

The parties agree that all negotiable items have been discussed leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, except as provided elsewhere, during the life of this contract.

IX. PREROGATIVES OF THE SCHOOL DISTRICT:

It is understood by the parties that, under the Laws of the Commonwealth of Pennsylvania, the school district is forbidden to, and by this agreement does not have, waive any rights or powers granted to it by such laws. Management of the Easton Area School District is vested solely with the school district.

The school district reserves to itself sole jurisdiction and authority over matters of policy and

management. Those matters of written policy as now recorded, or as amended and recorded during the life of this agreement by the school district, are expressly acknowledged and accepted by the bargaining agent on behalf of its members as the policy of the Easton Area School District to which all employees are bound.

All conditions of employment applicable on the signing date of this agreement as established by the rules, regulations, and/or policies of the employer in force on said date shall continue to be applicable during the term of this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or detract from any employee rights and benefits existing prior to its effective date.

X. GENERAL:

In the event that any provision of this agreement is found to be in conflict with the state statutes as determined by a competent court of record, only that provision shall be null and void and all other provisions of this agreement shall continue in full force and effect.

The parties hereto agree that the items listed hereto shall not establish the base from which any future contract is negotiated but that all future contracts shall be negotiated with the spirit and interest of Act 195 aforesaid.

XI. EFFECTIVE DATE AND SIGNATURE:

This agreement is made and entered the day and year first written to be effective as set forth herein.

EASTON AREA SCHOOL DISTRICT

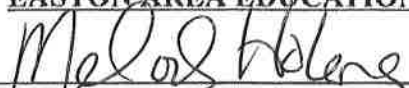


Jodi Hess, Board President



Allie Ramirez, Board Secretary

EASTON AREA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION PSEA/NEA



Melody Holena, President



Jill Patullo, Vice President

APPENDIX A EMPLOYEE BENEFITS AND RIGHTS

A. SAFE WORKING CONDITIONS

The Board recognizes its obligation to abide by the Pennsylvania Laws regarding safety, unsafe and hazardous conditions.

B. PROBATIONARY PERIOD:

All newly hired employees shall work a probationary period of sixty working days beginning with the effective date of employment, during which time seniority rights and fringe benefits shall not be applicable and the employee may be dismissed by the employer. All probationary employees shall be evaluated during the probationary period. Any unsatisfactory evaluation shall result in termination and is not subject to the grievance procedure. If said employee is retained beyond the sixty-day work period, he shall be reclassified as a regular Bargaining Unit Member with seniority rights, service time, and sick days commencing retroactive from the effective date of his original employment.

Transferred Bargaining Unit Members shall serve a ten working day probationary period. Should a Bargaining Unit Member not serve satisfactorily during the probationary period, the Bargaining Unit Member shall be returned to the previous position with restoration of seniority. Should a Bargaining Unit Member request reassignment to the position previously held while serving the probationary period and be granted such a request, the Bargaining Unit Member shall be returned to the previous position with restoration of seniority. In all cases, approval must be obtained from Superintendent or Superintendent's designee.

C. SENIORITY

There shall be one seniority list for each employee group, Class A, Class B, Class C, and Class D Bargaining Unit Members which will be provided upon request by the Association President.

District seniority shall be defined as a Bargaining Unit Member's continuous length of service within the Bargaining Unit Member group worked in the Easton Area School District. Seniority shall accrue based upon continuous length of service.

Seniority is calculated by the total number of days worked by full-time and part-time Bargaining Unit Members using the following guidelines: (The following is for seniority purposes only.)

Full-time-Total number of days worked less any loss of days worked due to Board-approved unpaid leaves of absences and approved requests for days without pay. If applicable, part-time seniority credit, which has been previously earned, will be added to the full-time seniority credit on the following basis: 1 day worked as a part-time employee = .5 days seniority credit.

Part-time-Total number of days worked less any loss of days worked due to Board-approved unpaid

leaves of absences and approved requests for days without pay. Part-time seniority credit is calculated on the following basis: 1 day worked = .5 days seniority credit.

Classification seniority shall be defined as a Bargaining Unit Member's continuous length of service within any given classification of the employee group in which employed.

Bargaining Unit Members transferring from another bargaining unit do so without seniority.

An employee's seniority shall be subject to and in accordance with those provisions of Appendix A, Sections B and G, Probationary Period and Recall to Employment.

D. POSTING OF VACANCIES

Whenever a vacancy occurs and the position is to be filled, the administration shall post notice of same within five (5) working days of the vacancy and the posting shall remain in effect for no less than four (4) days before the deadline of submission of application to fill said vacancy. Should management decide not to fill said position, notification of such decision shall be made to the union president within the same five (5) day period. At administrative discretion, long-term substitute employees shall be utilized to provide daily, consistent substitute coverage for Bargaining Unit Members, who are on leaves of absence. On an individual basis, the administration shall determine which positions are in need of long-term substitutes based upon the employee's length of absence, school safety concerns and student instructional issues. Long-term substitute employees shall be placed on Step 1 of the salary scale for the position being covered and shall receive all other contractual benefits for the duration of their employment, except tuition reimbursement. At the close of the school year, any anticipated vacancies shall be posted no later than the last working day of any school calendar year provided written notification of such vacancy is received in Human Resources by June 1 or the next working day thereafter. Any newly-created position shall be posted with accompanying job descriptions, qualifications, and salaries except in cases of emergency. Except in cases of emergency, all posted positions shall be filled within twenty (20) working days from the expiration date of the posting.

E. QUALIFICATIONS AND ASSIGNMENTS

When originally employed, Bargaining Unit Members shall not be assigned outside the scope of their qualifications.

F. REDUCTION IN FORCE

A Bargaining Unit Member whose position is eliminated shall have the right to bump the least senior employee within their job classification provided the bumping Bargaining Unit Member possesses the qualifications, skills and abilities for said position. Bargaining Unit Members shall not bump Bargaining Unit Members in other job classifications. A full-time Bargaining Unit Member shall have the right to bump the least senior full-time Bargaining Unit Member within their job classification. A part-time Bargaining Unit Member shall have the right to bump the least senior part-time Bargaining Unit Member within their job classification. Bargaining Unit Members with no one less senior to

bump within their job classification shall be placed on furlough status.

G. RECALL TO EMPLOYMENT

Bargaining Unit Members on furlough status shall be recalled to employment to their same classification at the time of furlough in inverse order of their layoff provided they have the qualifications, skills, positive performance record and abilities to perform the duties of the available position. Furloughed full time Bargaining Unit Members shall be recalled to full-time positions only. Furloughed part-time Bargaining Unit Members shall be recalled to part-time positions only. If a Bargaining Unit Member on layoff status declines to return to work within five working days after being notified by certified mail at his/her last known address, the Bargaining Unit Member will be removed from the recall list and lose his/her recall rights. Said termination of a Bargaining Unit Member's recall rights shall not be subject to the grievance procedure.

Periodically, as the need arises, the Administration will provide the Association with seniority and furlough lists. It shall be the Association's responsibility to review and notify the Administration of any corrections to the seniority and furlough lists within twenty (20) calendar days of receipt of said lists. Should the Association not return the seniority and recall lists to the Administration within the twenty (20) calendar day period, the Administration shall assume that the Association has approved the seniority and recall lists and make use of them accordingly with said use not subject to the grievance procedure.

H. EQUAL EMPLOYMENT OPPORTUNITY ACT

The School District shall adhere to the provision of the Equal Employment Opportunity Act.

I. RELEASE TIME

The president or his/her designee shall be granted a total of five (5) days paid release time per school term to attend to Association business, i.e., conferences and conventions. Compensation will be based on average daily salary. The Association shall notify the District, at least two (2) weeks in advance, for the use and purpose of the Association release time. The Association's President or delegated representative shall be released if required by the Administration for Association business during the work day.

J. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any Bargaining Unit Member such rights as the Bargaining Unit Member may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. The rights granted to Bargaining Unit Members hereunder shall be deemed to be in addition to those provided under other applicable laws and regulations.

K. REQUIRED MEETINGS AND HEARINGS

Whenever any Bargaining Unit Member is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that Bargaining Unit Member in his/her office, position, or employment, or the salary or any increments pertaining thereto, then the Bargaining Unit Member shall be given prior written notice except in cases of emergency of the reasons for such meeting or interview and shall be entitled to have a representative of the association present to advise the Bargaining Unit Member and represent the Bargaining Unit Member during such meeting or interview. If the Board has legal counsel present, the employee also shall be entitled to have legal counsel present.

L. CRITICISM

Any criticism by a supervisor, administrator, or board member of a Bargaining Unit Member shall be made in confidence and in the presence of that employee and not in the presence of students, parents, or other public gatherings.

Any criticism by a Bargaining Unit Member of a supervisor, administrator, board member, or board of directors shall be made in confidence and in the presence of the supervisor, administrator, board member, or board of directors and not in the presence of students, parents, or other public gatherings.

M. REPRISALS

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the association, or any other participant in the grievance procedure by reason of such participation.

N. PERSONAL RIGHTS

The personal life of a Bargaining Unit Member is not an appropriate concern of the Board, except when appropriate under the laws of the Commonwealth of Pennsylvania or the rules and regulations of the Pennsylvania Department of Education.

Bargaining Unit Members shall be entitled to full rights of citizenship and no religious or political activities of any Bargaining Unit Member or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of the Bargaining Unit Member, providing such activities do not violate any local, state, or federal law.

O. PAYROLL DEDUCTIONS

The Board agrees to deduct dues and/or fees from the payroll earnings of Bargaining Unit Members covered by this agreement in equal installments as mutually agreed upon and to transmit the monies promptly to the Association.

The Board agrees to extend payroll deductions to include accounts with qualified financial institutions. Bargaining Unit Members may choose one institution to receive the payroll deduction and may make no more than two requests for changes in the deduction amount per year.

The Association agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs, and liability for reasonable counsel fees and other legal costs, and expenses that may arise out of or by reasons of, action by the Board for the purpose of complying with the dues and fees agreement. In the event that there is any final determination by an administrative agency or a court of law determining that deductions from employees' compensation pursuant hereto are unlawful, illegal, unconstitutional, or otherwise unenforceable, then and in that event, all monies withheld non-consensually from non-members shall be returned to those individuals consistent with the law.

P. GROUP TAX – SHELTERED ANNUITY

A group tax-sheltered annuity shall be made available to eligible Bargaining Unit Members determined by the 403b regulations through payroll deductions provided that such availability shall not make the School Board fiscally liable in any way or require exclusivity in any way.

Q. DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the Agreement is signed, the Agreement will be made available to the Association members via the District website.

R. MEMBERSHIP DUES DEDUCTIONS

The Board agrees to deduct dues from the salaries of members of the local Association and Educational Support Personnel Association/PSEA/NEA in equal installments as mutually agreed upon and to transmit the monies promptly to the Easton Area Educational Support Personnel Association.

In the event the ESPA dues amount and/or structure is changed, the parties agree to meet and discuss upon the request of either party.

The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs, administrative costs, and liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of, action by the Board for the purpose of complying with this agreement. In the event that there is any final determination by an administrative agency or a court of law determining that deductions from employees' compensation pursuant hereto are unlawful, illegal, unconstitutional, or otherwise unenforceable, then, and in that event, all monies withheld non-consensually from non-members shall be returned to those individuals with interest at the legal rate then in effect, and all payments made by the employer to such individuals shall be reimbursed to the employer by the Association.

S. MAINTENANCE OF MEMBERSHIP

The Board agrees that all support personnel employees after their probationary period who are members of the Easton Area Educational Support Personnel Association at the time of the execution of this Agreement shall be subject to the "Maintenance of Membership" provision of Article 111, Subsection 18, of the Public Employee Relations Act 195.

T. FAIR SHARE

Each non-member in the bargaining unit represented by the Association shall be required to pay the maximum fair share fee as provided by law.

The School District and the Association agree to comply with all provisions of said law.

U. USE OF SCHOOL BUILDINGS

It is agreed that the Easton Area School District will permit the Easton Area Educational Support Personnel Association/PSEA/NEA the use of school buildings adhering to Easton Area School District's procedure for use of buildings. The request for the use of these buildings must be made to the building principal and approval granted by same.

V. USE OF PERSONAL VEHICLE

Bargaining unit members shall not transport students. Compensation shall be equal to the prevailing mileage rate paid to school district administrators for use of their automobiles. When using personal vehicles in the course of employment, primary insurance coverage is provided by the employee's automobile insurance in the event of an accident. The District will provide supplemental insurance for collision and comprehensive coverage of up to \$1,000 and excess liability coverage of up to one million dollars.

APPENDIX B INSURANCE BENEFITS

A. HEALTH INSURANCE:

A group medical and prescription plan shall be purchased for each active full-time Bargaining Unit Member who elects coverage and the employee's dependent(s).

The District will provide a choice of either a traditional indemnity plan or a PPO plan for all eligible Bargaining Unit Members hired prior to July 1, 2017. For all full-time Bargaining Unit Members hired on or after July 1, 2017, the District will provide a PPO plan only. For the traditional plan, the Major Medical deductible will be \$450 for the 2017-2018 year and shall increase \$250 in the second year of this Agreement. Such deductible is measured on a calendar year basis. The PPO office visit co-pay will remain at current rates for the 2017-2018 year and beginning in the 2018-2019 year will be \$30 Primary Care, \$40 Specialist, and \$50 Urgent Center. The PPO deductibles will be \$250/\$500/\$750 (single/2-party/multi-party) for the 2017-2018 year and shall increase to \$300/\$600/\$900 in the 2018-2019 year. The 2018-2019 rates will remain in effect for the duration of this CBA term.

Prescription co-pays will be \$10/\$20/\$50 retail and \$20/\$40/\$85 mail order for year one of this Agreement. Prescription co-pays will be \$10/\$35/\$50 retail and \$20/\$70/\$100 mail order beginning in year 2 of this Agreement. The 2018-2019 rates will remain in effect for the duration of this CBA term. The Prescription Plan will have a deductible of \$100.

Any change of carriers which will provide coverage equivalent to the above shall be at management's discretion.

The following yearly Bargaining Unit Members contribution schedule will be observed throughout the duration of the agreement. The yearly amount will be deducted in equal installments per pay based on the agreed upon number of pays per year.

	2023-2024	2024-2025	2025-2026
Single	\$1,200	\$1,200	\$1,200
2 Person	\$1,400	\$1,400	\$1,400
Family	\$1,600	\$1,600	\$1,600

Duplication of coverage will not be allowed. If a spouse is employed by the District in any capacity not limited to this unit, the coverage afforded will be the higher of the two but not both.

Part-time bargaining unit members employed prior to August 31, 2005 are eligible to purchase health benefits at current District Cobra rate.

The parties acknowledge that the Patient Protection and Affordable Healthcare Act (ACA) imposes an excise tax ("Tax") on any healthcare plan for which the cost exceeds certain statutorily-defined limits. If, at any time during the term of this contract or any subsequent status quo, healthcare plan(s) provided by the District to the bargaining unit members ("Plan") exceed those statutorily defined limits

and a Tax is imposed on any Plan before a successor contract is reached, then at least thirty (30) days prior to the date upon which the Tax will be imposed:

1. Any Plan that triggers the Tax will be modified by agreement of the parties; and
2. If the District and the Association are unable to agree upon a new Plan that does not exceed the statutorily-defined limits within thirty (30) days prior to the date upon which the Tax will be imposed, any Tax imposed upon any Plan and any amount by which such Plan exceeds the statutorily-defined limits will be shared equally between the parties. Such payments made by the Association will be in addition to any premium contribution required to be paid by bargaining unit members under the Collective Bargaining Agreement.

B. DENTAL INSURANCE:

A group dental plan shall be purchased for each full-time Bargaining Unit Member and the Bargaining Unit Member's dependents with a maximum coverage of \$1,500.00 per person per contract year. Part-time employees are not eligible for dental insurance.

C. LIFE INSURANCE:

A group life-accidental death and dismemberment insurance policy in the amount of \$35,000 shall be purchased for all full-time Bargaining Unit Members for each year of the contract. Part-time Bargaining Unit Members are not eligible for life insurance coverage.

CONDITIONS OF INSURANCE COVERAGE:

It is understood that the foregoing insurances (health, dental, life) can only be purchased if the Bargaining Unit Member has completed and returned to the benefits office all necessary census data required for enrollment. Bargaining Unit Member coverage shall begin upon satisfactory completion of the Bargaining Unit Member's probationary period and will be continuous for the duration of this agreement or until the Bargaining Unit Member terminates service with the district, whichever occurs sooner, or is placed on leave of absence without pay status, except as provided in Appendix C, Sec. D, No. 5.

In the event that all or any insurance coverage of any Bargaining Unit Member by the district should lapse, coverage shall become effective two (2) months subsequent to the completion and return to the benefits office of all necessary census data required for reinstatement.

Bargaining Unit Members who will be on leave of absence without pay status shall submit in writing to the benefits office their intent as to whether monthly insurance premium payments will be contributed in the amount necessary to continue coverage.

Any premium payments contributed by the individual Bargaining Unit Members will be accepted

subject to and consistent with the conditions of the insurance carrier's policy. In the event that any insurance carrier declares the eligibility of the Bargaining Unit Member on leave without pay null and void, the school district shall not be held responsible for any claims submitted by the Bargaining Unit Members, his heirs or assigns.

Duplication of coverage will not be allowed. If a spouse is employed by the school district in any capacity but not limited to this unit, the coverage afforded will be the higher of the two but not both. Life insurance will be provided to each full-time spouse in accordance with the terms of their contract.

INSURANCE INDEMNITY:

The Easton Area School District will not be held liable for any claims submitted against it by any bargaining unit member, his or her heirs or assigns, should insurance coverage lapse as a result of the bargaining unit member's failure to complete the necessary census data forms upon returning from a leave of absence without pay or to make timely payment of insurance premiums to the district while on leave of absence without pay. The Board agrees to implement all insurance coverage above as soon as possible.

D. INCOME PROTECTION:

The Board shall provide income protection for any full-time and part-time bargaining unit member, except long-term substitutes, who is unable to perform those duties required due to illness or accidental injury which occurs during the life of this contract and during the work year as provided herein.

Definitions:

Injury is defined as a bodily injury caused by an accident occurring while employed by the school district except while on an approved leave of absence without pay which, independently of all other causes, results in the employee's inability to perform those duties required, provided said disability occurs within 90 calendar days of the accident.

Sickness is defined as any cause for disability not excluded under "limitations and exceptions" and which does not qualify as an injury according to the definition above.

Vacation is defined as any period during which the Bargaining Unit Member's conditions of employment would not require active performance of those duties associated with the employee's occupation.

Leave of Absence Without Pay is defined as a leave granted the Bargaining Unit Member by the Easton Area School Board after all accumulated sick days have been exhausted.

Workday is defined as any day that a Bargaining Unit Member would normally be required to be on full-time active duty - a day for which the district would pay sick leave benefits.

Benefit Provisions:

1. Income protection benefits will begin after all accumulated sick days earned have been exhausted, but in no case sooner than 30 consecutive work days after the point of sickness or injury.
2. With regard to all income protection payments hereunder, the School District shall be entitled to a credit or offset in the amount of any wage loss, or income loss, or income protection payments received by the employee from any other source whatsoever.
3. Payments will be made in accordance with eligibility criteria as noted herein at the rate of 55% of 1124th of the annual contracted base salary received at the time sickness or injury occurred, but at no time in excess of \$1500 per pay period, excluding any supplemental pay received over and above the base pay, less any withholdings and deductions as required by government agencies now and in the future and exclusive of any salary increments which may occur during and subsequent to the period of injury or sickness.
4. Payments will coincide with existing pay periods as established under the recently expired contract.
5. The duration of income protection will be for up to 24 pay periods commencing from the date of eligibility (after 30 work days and/or exhaustion of accumulated sick days).

Benefit Limitations and Exceptions:

1. Regular, personal medical care is required in order that the Bargaining Unit Member will be eligible to receive benefits.
2. Benefits are not payable during any leave of absence other than a leave of absence granted for a compensable disability.
3. Benefits are not payable for disability that arises during a leave of absence until the Bargaining Unit Member is scheduled to return to active duty status, and then satisfies the qualifying period of being engaged fully and continuously in the occupation for which originally employed for a period of thirty consecutive working days.
4. Accident and Sickness Disability Benefits are not payable with respect to any portion of a period of disability during which the Bargaining Unit Member is engaged in any work for compensation, wages, or profit.
5. Benefits are not payable for any period of illness or injury:
 - a. Caused by war or any act of war, whether declared or undeclared;
 - b. Caused by intentionally self-inflicted injuries or attempted suicide, while sane or insane;
 - c. Occurring while the Bargaining Unit Member is in military or naval service of any country or international organization at war, whether declared or undeclared;
 - d. Caused by alcoholism or drug addiction, unless the drugs are being administered on the advice of a physician;

- e. Caused by mental disorder or civil disturbances;
- f. Caused by participation in aeronautical events, aviation competitions, or motorized contests, including but not limited to airplanes, racing cars, motorcycles, motor boats, etc.
- g. Arising out of an occupation from which remuneration was received, whether through self employment or contracted for by another employer;
- h. Caused by the commission or participation in a felony.

Integration with Other Income Benefits:

Income protection benefits of the Easton Area School District will not be payable if any of the following benefits are applicable:

- 1. Any wage, salary or other income received from the Easton Area School District.
- 2. Any government (federal, state, or political subdivision thereof) disability or retirement benefit, including Public School Employees Retirement System of Pennsylvania and Social Security (both primary and dependent benefit). If the Social Security Act is amended to increase Old Age Survivors and Disability Insurance benefits after the employee becomes eligible to receive benefits from this plan, the benefits being received from this plan will not be affected by such increase.
- 3. Workers' Compensation, occupational benefit law, or similar legislation.
- 4. Any disability insurance plan for which the school district makes a contribution or provides payroll deduction.

Miscellaneous Conditions:

- 1. Eligibility for benefits under any of the foregoing income protection plans elicited above shall void eligibility for district income protection benefits regardless of whether any of the above benefits have been applied for by the employee.
- 2. Eligibility for other income protection benefits, except for plans purchased or contracted privately, shall relieve the district of any future liability demands, suits, or claims by the employee for income protection.
- 3. Written notice of accidental injury or sickness, along with reports from the Bargaining Unit Member's attending physician, attesting that the Bargaining Unit Member received regular personal medical treatment by a legally qualified physician must be submitted to the Superintendent's or Superintendent's designee's office as soon as possible after the occurrence of the injury or sickness. Any additional information or reports required by the Board including examinations by a district appointed physician shall be at the District expense.
- 4. After earned sick days are exhausted, the affected Bargaining Unit Member shall be placed on leave of absence without pay status. Seniority, sick days, and service time for determining salary increments shall not accrue.

5. Subject to eligibility criteria herein, district paid fringes will be continued in cases of illness or accidental injury, which occurs during the life of this contract, and while income protection benefits are being paid.
6. Recurrent Disabilities: If following a period of disability for which payments are made under this contract the employee shall resume an occupation and perform all the important duties thereof for a continuous period of 90 working days or more, a subsequent disability resulting from, or contributed to, by the same cause or causes shall be considered as a new period of disability and indemnified in accordance with the contract. If said period during which the employee resumes an occupation shall be less than 90 working days, such subsequent disability shall be deemed a continuation of the same disability and the Board's liability for the entire period shall be subject to the limits stated in the contract.

E. WORKER'S COMPENSATION

Bargaining Unit Members who have become physically disabled due to a job-related injury, shall be granted an approved Worker's Compensation disability leave of absence in lieu of using sick days until such time that the employee is able to return to duty or qualifies for retirement disability and/or social security disability, but at no time to exceed one year from date of injury. Said leave shall be subject to the following conditions:

- a. Bargaining Unit Members must file Workers Compensation claim forms in a timely fashion.
- b. Bargaining Unit Members must qualify for Workers Compensation payments having been certified as disabled by a licensed physician. Since Worker's Compensation payments will be made directly to the employee, the District will bill the Bargaining Unit Member for their Bargaining Unit Members contributions for the continuation of health benefits.
- c. If any lost wages are made as part of the approved claim, the Bargaining Unit Members must return full wages paid for any sick days that were used during the approved claim period.
- d. Except as stated above, disability leave will be treated as any other leave of absence with pay.
- e. Seniority, sick days and vacation time shall accrue during any period of disability leave.
- f. Prior to returning to active service, a licensed physician must certify the Bargaining Unit Member is able to return to full-time duty.
- g. Failure to return to duty at the expiration of leave shall be considered as a voluntary resignation by the Bargaining Unit Member.

APPENDIX C LEAVES

A. PAID HOLIDAYS

Paid holidays for full-time and part-time Support Personnel Bargaining Unit Members shall be as follows and payable at the hourly rate received by the employee:

Labor Day	Day Before New Year's
Columbus Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day Following Thanksgiving Day	Presidents' Day
Monday Following Thanksgiving Day	Good Friday
Day Before Christmas	Easter Monday
Christmas Day	Memorial Day

The Friday prior to Labor Day shall be considered a paid holiday during years in which the Bargaining Unit Members begin prior to the Labor Day weekend.

Payment for part-time Bargaining Unit Members shall be based on their daily scheduled hours.

In the eventuality that the district decides to revise the school calendar as a result of an emergency situation and to use paid holidays for make-up days, full-time and part-time employees shall be given a day's pay in addition to the holiday pay should they be required to work on said holiday(s). Payment for full-time and part-time employees shall be based on each individual's regular hourly rate and shall be based on each employee's daily scheduled hours. Said payment shall be made within two (2) pay periods following the holiday itself.

Holiday pay is forfeited to those employees on layoff, newly hired employees on probation, or Bargaining Unit Members on unpaid leave of absence status.

B. LEAVES OF ABSENCE WITH PAY:

1. Leave

Bargaining Unit Members shall be entitled to three (3) personal days of absence, with pay, per school year for personal reasons upon prior notification of 72 hours to their building principal. No more than two personal days in a building will be permitted on any given day. All unused personal days over 5 shall be accumulated as sick days for the life of the contract. All unused personal leave upon retirement or the end of employment shall be converted to sick days and paid as referenced in the contract.

No more than five (5) personal days may be taken in any given school year unless approved by the Superintendent. The five-day limit shall be waived for those employees who have been Board approved for retirement purposes during any year of the Agreement.

2. Jury Duty/Witness Duty

In the event that any member of the bargaining unit is required to serve on any jury or grand jury or be subpoenaed as a witness and receive a witness fee, the employee will be reimbursed by the school district the difference in pay received for said jury duty from which the employee would have been paid had the regularly scheduled hours for school district been worked.

3. Death in the Family

Whenever an Bargaining Unit Member is absent from work because of a death in the immediate family, there shall be no deduction in the wages or benefits of said employee for absence from the day of death, up to a maximum of five (5) work days. These days must be used within ninety (90) days of the death. The Superintendent or Superintendent's designee may extend the period of absence with pay as necessary upon written request from the employee. If necessary, the Board may further extend the period of absence without pay. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother, stepfather, grandparent, grandchild or permanent resident(s) in the home.

Whenever a Bargaining Unit Member is absent from work because of the death of a near relative, there shall be no deduction in the wages or benefits of said employee for absence on the day of the funeral or memorial service. The Superintendent or Superintendent's designee may extend the period of absence with pay as necessary upon written request from the employee. If necessary, the Board may further extend the period of absence without pay. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Bargaining Unit Members shall be entitled to use one (1) sick day per year for the funeral of a friend.

4. Sick Leave

a. Number of days:

All full-time Bargaining Unit Members (anyone working five hours or more each consecutive day of each consecutive week or twenty-five hours per week) shall be granted one day of sick leave for each month of service during the contractual year accumulative from year to year without limit.

Regular part-time Bargaining Unit Members (anyone working fewer than five hours each consecutive week or fewer than twenty-five hours per week) shall be granted one day of sick

leave for each month of service during the contractual year accumulated from year to year without limit, but based on their daily scheduled hours.

When a Bargaining Unit Member exhausts all accumulated sick leave, those days absent from work and charged as sick days will result in loss of pay for those days.

b. Use of Sick Leave

Compensation for sick days is applicable only on regularly scheduled work days. When a Bargaining Unit Member uses sick leave, a physician's certificate for any absence of more than three consecutive days may be required.

An employee may use all accumulated sick leave in any one year provided a medical report showing the necessity for the extended leave is filed in the Human Resources Office.

Upon exhaustion of all accumulated sick days, the Bargaining Unit Member will be placed on leave of absence without pay.

Absences due to job-related injuries compensable under the Pennsylvania Workers' Compensation act shall not be charged against the employee's sick leave days.

Bargaining unit members may use up to five (5) sick days for family illness and an additional five (5) or a total of ten (10) may be used for adoption and / or a hospitalization of child/spouse/parent.

c. Notification of Accumulated Sick Leave

Bargaining Unit Members shall be given a written accounting of their individual accumulated sick leave no later than July 15 of each year except in case of emergency.

5. Sick Leave For Illness

The Administration reserves the right to allow employees to donate sick days for fellow Bargaining Unit Members.

C. COMPENSATION FOR UNUSED SICK LEAVE:

1. Retirement

Upon the retirement of a full-time and part-time Bargaining Unit Members of the Easton Area School District, the District shall make payment for unused sick leave to said employee in accordance with the qualifications and limitations hereinafter set forth:

- a. The Bargaining Unit Member shall submit written notice of his or her intention to retire to the Superintendent or Superintendent's designee on or before February 15 of the intended final school year of service in the Easton Area School District except that this requirement of

notice of intention may be waived by the Board for reasons of illness or urgent family circumstances.

b. Said notice shall contain one of the following statements:

1. That the Bargaining Unit Member is applying for and is eligible to receive either superannuation or retirement withdrawal from the Pennsylvania School Employee's Retirement System. "Withdrawal retirement" as used herein shall be limited to Bargaining Unit Members choosing early retirement with at least 25 years of service, but less than 35 years of service, and who have not reached superannuation retirement age.
 2. That the Bargaining Unit Member is retiring and (a) has at least 35 years of service, or (b) is at least 60 years of age and has at least 30 years of service, or (c) is at least 62 years of age and has at least five years of service in the Easton Area School District.
- c. If any of the above provisions are in conflict with Act 96 of 1975, Act 96 shall prevail.
- d. The payment herein referred to shall be equivalent to 25% of unused sick leave accumulated in the Easton Area School District at the then current salary of the employee. Payment shall be made in a lump sum as soon as practical and within one year from the date of retirement, except that in the case of an employee who fails to give the timely written notice set forth, payment shall be made within two years from the date of retirement, and said payment shall be subject to any deduction imposed by any governmental body

2. Death

Upon the death of a full-time and part-time Bargaining Unit Members of the Easton Area School District, the District shall make payment for unused sick leave to said Bargaining Unit Members' beneficiary in accordance with the qualifications and limitations hereinafter set forth:

- a. The beneficiary to whom payment shall be made will be the beneficiary specified by the employee on his record with the Pennsylvania School Employee's Retirement System. In the event that there is no such designated beneficiary who has survived the Bargaining Unit Member, said payment shall be made to the Bargaining Unit Member's surviving spouse, if any, or to the employee's estate.
- b. The payment herein referred to shall be equivalent to 25% of unused sick leave accumulated in the Easton Area School District at the then current salary of the employee.
- c. Payment shall be made in a lump sum as soon as practical and within one year from the date of death, and said payment shall be subject to any deductions imposed by any governmental body.

D. LEAVES OF ABSENCE WITHOUT PAY:

1. Exhaustion of Sick Leave

An Bargaining Unit Member who is unable to work because of personal illness or disability and

who has exhausted all sick leave available shall request and be granted a leave of absence without pay for the duration of such illness or disability, not to exceed one year. Such requests shall be submitted in writing to the Human Resources Office along with a physician's statement to support such request.

2. Other Reasons

Leave without pay not exceeding one year when requested may be granted for study, improvement of skills pertaining to the particular classification of the employee, maternity/child rearing or for any other valid reasons.

3. Bargaining Unit Members Rights

Bargaining Unit Members who have been granted leaves of absence without pay for up to one year shall not lose nor shall they accrue any seniority for that period of time spent on leave. Bargaining Unit Members returning from leave of absence without pay shall be assigned to the same or similar position held at the time said leave commenced.

4. Extension or Renewal of Leave

Requests for extensions or renewals of leaves shall be submitted in the same manner as #1 above. The maximum leave time (cumulative) for any Bargaining Unit Members is not to exceed one (1) full year. Should the Bargaining Unit Members not be able to return to duty following the one year cumulative leave, it shall be considered as a voluntary resignation.

5. Health Benefits

Full-time Bargaining Unit Members shall be continued on the health insurance rolls for 60 days at district expense provided:

- a. At least one year of service has been completed from the original date of hire.
- b. Fifteen (15) or more accumulated sick days are available at the onset of the illness or disability.
- c. All accumulated sick days are exhausted prior to requesting a leave without pay except in cases where job-related injuries result in compensation under the Pennsylvania Workers' Compensation Act.

6. Absence Without Pay

Four days without pay per contract year may be granted by the Human Resources Office. Notification of such days must be in writing no less than 48 hours prior to any such leave. Failure to meet the 48-hour requirement will result in denial of such leave. The use of more than 4 days without pay may result in termination.

APPENDIX D TRANSFERS

A. TRANSFERS WITHIN CLASSIFICATION:

A transfer is defined as a change in assignment within the Bargaining Unit Member group within the same classification. For the purpose of transfer, district seniority shall prevail provided that the senior bidding Bargaining Unit Member has the qualifications, skills and abilities to perform in that transfer. Qualifications, skills and abilities shall not be limited to the minimum included in the posting as initial prevailing factors. Seniority shall not be a qualifier for ESL and "One to One" Instructional Assistant positions.

A minimum period of one year from the date of transfer must be served before a Bargaining Unit Member is eligible for other transfers. A year shall be defined as that period of time of twelve months commencing with the effective date of transfer to the requested position. The only exceptions to the one-year period shall be a posting with a shift change or at the discretion of the Chief Human Resource Officer. (See Appendix A -Section B. Probationary Period)

B. INVOLUNTARY TRANSFERS

It is agreed between the parties that no involuntary transfer of Paraprofessionals shall be made without prior consultation with the affected Bargaining Unit Member explaining the reason for the transfer and that thereafter the district may transfer Bargaining Unit Members as necessary for management purposes.

Should an employee be approved for Family and Medical Leave on an intermittent basis, the district may temporarily transfer the Bargaining Unit Member into an alternative position which better accommodates the needs of the individual. The other Bargaining Unit Member affected by this temporary transfer shall return to his/her position when the Bargaining Unit Member on leave is available for service.

C. TRANSFERS OUT OF CLASSIFICATION

Bargaining Unit Members transferred out of classification shall adhere to the following provisions:

Transfers from Paraprofessional B to Paraprofessional A or C positions shall result in being placed at the starting hourly rate for Class A or C Bargaining Unit Members provided this does not result in a decrease in the hourly rate for the transferred Bargaining Unit Member. If a transfer from Paraprofessional B to Paraprofessional A or C position results in a decrease in the hourly rate for the transferred Bargaining Unit Member by placing him/her at the starting salary, then said employee shall be placed at the nearest Class A or C Bargaining Unit Member hourly rate to ensure that said Bargaining Unit Member receives an increase to their hourly rate. Transfers from Paraprofessional A and C to Paraprofessional B shall result in the Bargaining Unit Member being credited with years of

service in the district and being placed at the nearest Class B Bargaining Unit Member hourly rate to ensure that said Bargaining Unit Member receives an increase to their hourly rate.

Transfers of Bargaining Unit Members who have applied shall be based on the following criteria in this order of importance: (1) qualifications, (2) ability and skills required of the position, (3) past performance and conduct record, and (4) seniority. Any Bargaining Unit Member shall be subject to a probationary period of ten (10) working days. Any Bargaining Unit Member who does not serve satisfactorily during this ten (10) day period shall be returned to the previous position and previous hourly rate with restoration of rights and privileges previously enjoyed prior to the promotion. Should reassignment to the previously held position be requested while serving the ten (10) day period and should such a request be granted, the hourly rate shall revert to the rate payable for the previously held position and step with restoration of all rights and privileges. Any request for reassignment to the previously held position shall not be unreasonably denied. In all cases, approval must be obtained from the Superintendent or Superintendent's designee.

D. TRANSFERS BETWEEN UNITS

Bargaining Unit Members transferring from one classification to another classification within the District shall suffer no loss of accumulated leave days or other benefits which the Bargaining Unit Member may be entitled to, if said transfer of benefits is consistent with the Collective Bargaining Agreement of the classification which the Bargaining Unit Member is transferring into.

**APPENDIX E
LONGEVITY
PAY**

A. LONGEVITY PAYMENT (Full-time employees only)*:

* Bargaining Unit Members Board approved to work twenty-five hours per week or more.

Bargaining Unit Members who have completed the required number of consecutive years of district service within the paraprofessional group by June 30 shall receive the following longevity payment:

- Years 5-9 - \$50
- Year10-\$100
- Beginning after the 11th year of district service in the paraprofessional group, employees shall receive an additional \$10 per year.

APPENDIX F
CLASS A BARGAINING UNIT MEMBERS
INSTRUCTIONAL AIDES

A. HOURS AND WORK YEAR

All full-time paraprofessionals shall be guaranteed *five* (5) or more hours for each full day of school. Class A Bargaining Unit Members shall follow the calendar schedule of classroom teachers as determined by the Board of Education. On less than full days, paraprofessional hours for full-time employees shall be prorated according to the professional schedule. Current employees who are full-time shall remain full-time for the life of this agreement. The district reserves the right to hire part-time employees at its discretion. Calendar for the work year shall be provided to the employees by August 1.

The District may alter the student days and Class A Bargaining Unit Members' work hours may be altered at the Administration's discretion so that the paraprofessionals will work the majority of their hours during the student day. The District will serve as employer of record and as such, no Class A Bargaining Unit Member will be allowed to alter their assigned hours for the altered student day. The Superintendent or Superintendent's designee will notify Bargaining Unit Members at least 2 weeks in advance of the altered student day. Administration approval must be received for any Class A Bargaining Unit Member to be excused from the *above*.

Paraprofessionals shall be allowed to work additional time beyond the regular teacher work year up to a maximum aggregate time equivalent to twenty (20) full days. Such hours are to be requested by the building principal and approved by the appropriate Central Office Administrator prior to submission to the Human Resources Office. Upon approval, affected Bargaining Unit Members shall be compensated at their normal hourly rate for any time worked during this period. No compensation shall be made for hours served without the above-referenced approval. In the event that no one in the bargaining unit is willing to serve the additional hours, substitutes may be employed.

B. LUNCH PERIOD

All full-time Bargaining Unit Members should have at least a 30-minute lunch period. Bargaining Unit Members may not leave the building during their lunch period without the permission of their immediate supervisor. Part time employees shall not be scheduled for a lunch period.

C. INCLEMENT WEATHER

When schools are closed due to inclement weather, *every* effort will be made to publicly announce the closing of schools one-half hour prior to the normal reporting time.

Paraprofessionals will be paid for their regularly scheduled hours during delayed start or early dismissal. There will be no loss in pay for time missed.

D. TUITION REIMBURSEMENT

Class A Bargaining Unit Members will be reimbursed up to an amount equivalent to the Northampton Community College (NCC) undergraduate credit rate for six (6) credits per contract year (July 1 - June 30).

Long-term substitutes are not eligible for tuition reimbursement. Tuition reimbursement is subject to the following conditions and procedures:

Approved Courses - To be eligible for tuition reimbursement, courses must be taken on college or university campuses, satellite campuses, or a course sanctioned by a college or university, including JU "College Credit" courses. Online and video courses required for an accredited degree program are also eligible for reimbursement but are subject to pre-approval by the Superintendent or Superintendent's designee. Any questions about reimbursement shall be directed to the Human Resources office. Courses must gain for the employee one of the following results:

1. An area of special need to the district
2. An improvement in the educational qualifications of the Bargaining Unit Member

Eligibility- In order to qualify for tuition reimbursement, a Bargaining Unit Member must meet the following criteria.

1. At the time of enrollment and when a reimbursement request is submitted, the employee must be employed on a regular basis by the district and must have completed probationary period.
2. The Bargaining Unit Member must complete the course and earn a grade of "B" or higher. In the case of a course taken on a pass/fail basis, the Bargaining Unit Member must earn a passing grade.

Procedure - Within thirty (30) days of receiving a final grade for a course, the employee shall submit the following:

1. Tuition reimbursement form
2. Official transcript or grade report
3. Bursar's receipt of paid tuition or other proof of payment

Upon receipt of all necessary documents as required above, the Bargaining Unit Member will be reimbursed within sixty (60) days.

Exceptions - Tuition reimbursement will not apply to the following:

1. Grants and fellowships except for the difference between the amount
2. The grant or fellowship and the maximum tuition reimbursement limit
3. Books, fees, mileage, etc.

4. Failure to submit the required information within one (1) year from the enrollment of a course.

Tuition Reimbursement Payback Provisions:

1. A Bargaining Unit Member, who resigns his/her position within one (1) year from the date of his/her Board approval for tuition reimbursement, will be required to reimburse the District 80% of said amount.
2. A Bargaining Unit Member who resigns his/her position between one (1) and two (2) years from the date of his/her Board approval for tuition reimbursement, will be required to reimburse the District 60% of said amount.
3. A Bargaining Unit Member who resigns his/her position between two (2) and three (3) years from the date of his/her Board approval for tuition reimbursement, will be required to reimburse the District 40% of said amount.
4. As provided herein, a Bargaining Unit Member will reimburse the Easton Area School District in a lump sum within one (1) year from the effective date of resignation. In cases where financial hardship can be demonstrated, the Bargaining Unit Member may be granted an extension by the Board, not to exceed one (1) additional year, to satisfy his/her reimbursement to the District.

A Bargaining Unit Members will not be subject to the aforesaid tuition reimbursement payback provisions due to his/her:

1. Resignation from the District after three (3) years from the date of his/her Board approval for tuition reimbursement;
2. Retirement with PSERS or furlough;
3. Resignation due to disability as certified by District physician.

E. WAGES

1. Method of Payment

Each Bargaining Unit Member covered by the provisions of this agreement shall receive their annual salary or wages in 24 pays effective start of the school year. Direct Deposit of payroll shall be required for all bargaining unit members/employees.

2. Wages and Salary Provision

Class A New Employee Starting Hourly Wages

School Year	Hourly increase (Steps do not apply)
2023/2024	\$15.50
2024/2025	\$16.25
2025/2026	\$17.25

Class A Current Bargaining Unit Members Hourly Increases

School Year	Hourly increase (Steps do not apply)
2023/2024	\$1.25
2024/2025	\$1.25
2025/2026	\$1.50

APPENDIX G
CLASS B BARGAINING UNIT MEMBERS
NON-INSTRUCTIONAL AIDES

A. HOURS AND WORK YEAR

Paraprofessionals shall work 182 days per year. All full-time paraprofessionals shall be guaranteed five (5) or more hours for each full day of school. On less than full days, paraprofessional hours for full-time employees shall be prorated according to the professional schedule. Current Bargaining Unit Members who are full-time shall remain full-time for the life of this agreement. The district reserves the right to hire part-time Bargaining Unit Members at its discretion. Calendar for the work year shall be provided to the employees by August 1.

B. LUNCH PERIOD

All full-time Bargaining Unit Members should have at least a 30-minute lunch period. Bargaining Unit Members may not leave the building during their lunch period without the permission of their immediate supervisor. Part-time Bargaining Unit Members shall not be scheduled for a lunch period.

C. INCLEMENT WEATHER

When schools are closed due to inclement weather, every effort will be made to publicly announce the closing of schools one-half hour prior to the normal reporting time.

Paraprofessionals will be paid for their regularly scheduled hours during delayed start or early dismissal. There will be no loss in pay for time missed.

D. WAGES

1. Method of Payment

Each Bargaining Unit Member covered by the provisions of this agreement shall receive their annual salary or wages in 24 pays effective start of the school year. Direct Deposit of payroll shall be required for all bargaining unit members/employees.

2. Wage and Salary Provision

Class B New Employee Starting Hourly Wages

School Year	Hourly increase (Steps do not apply)
2023/2024	\$13.50
2024/2025	\$14.25
2025/2026	\$15.25

Class B Current Bargaining Unit Members Hourly Increases

School Year	Hourly increase (Steps do not apply)
2023/2024	\$1.25
2024/2025	\$1.25
2025/2026	\$1.50

APPENDIX H
CLASS C BARGAINING UNIT MEMBERS
DISTRICT SECURITY MONITORS

A. HOURS AND WORK YEAR

Class C Bargaining Unit Members shall work 8 hours per day for 185 days per year. On less than full days, paraprofessional hours for full-time Bargaining Unit Members shall be prorated according to the professional schedule. Current Bargaining Unit Members who are full-time shall remain full-time for the life of this agreement. The district reserves the right to hire part-time Bargaining Unit Members at its discretion. Calendar for the work year shall be provided to the employees by August 1.

Class C Bargaining Unit Members shall be allowed to work additional hours beyond the regular teacher work year up to a maximum of twenty (20) full days. Such hours are to be requested by the building principal and approved by the Superintendent or Superintendent's designee prior to submission to the Human Resource Administrator. Upon approval, affected employees shall be compensated at their normal hourly rate for any time worked during this period. No compensation shall be made for hours served without the above-referenced approval. In the event that no one in the bargaining unit is willing to serve the additional hours, substitutes may be employed.

B. LUNCH PERIOD

All full-time Bargaining Unit Members should have a paid 30-minute lunch period. Bargaining Unit Members may not leave the building during their lunch period without the permission of their immediate supervisor. Part-time Bargaining Unit Members shall not be scheduled for a lunch period.

C. OVERTIME

All overtime payment shall be consistent with the Fair Labor Standards Act. Contractual sick leave shall not be credited hours for overtime purposes.

Procedure for overtime payment:

1. Maintain a list for all security.
2. Record any overtime hours offered to security whether worked or refused.
3. If overtime is needed for security, security working in the building requesting overtime is asked first. If not enough security from that building are able to work all the overtime offered, security district wide are now offered the overtime.
4. Overtime will be offered first by seniority at the beginning of the year. Once everyone has been offered overtime, the overtime is offered from the list showing the least amount of hours on the list. This procedure continues throughout the year.

5. If a new security person is hired mid-year, the average hours on the list by all security are calculated and that average is used to start the hours for the newly hired security personnel.

D. INCLEMENT WEATHER

When schools are closed due to inclement weather, every effort will be made to publicly announce the closing of schools one-half hour prior to the normal reporting time. Paraprofessionals will be paid for their regularly scheduled hours during delayed start or early dismissal. There will be no loss in pay for time missed.

E. EMPLOYEE SHIFTS

The District shall have the ability to change Bargaining Unit Members shifts with thirty (30) days' notice. The District will open up this process for any Bargaining Unit Members to bid on the new schedule. The senior most bidding Bargaining Unit Members shall be awarded the position. If no Bargaining Unit Members bids, the least senior Bargaining Unit Members shall be placed in the position.

F. OUTSOURCING

The District reserves the right, after meeting with the Association under Act 195/88, to outsource positions as current Bargaining Unit Members retire or leave their current positions or for additional building security at the elementary level.

G. USE OF FACILITIES TO COMMUNITY GROUPS

When the District allows free use of facilities to community groups, the District reserves the right not to use Class C Bargaining Unit Members.

H. WAGES

1. Method of Payment

Each Bargaining Unit Members covered by the provisions of this agreement shall receive their annual salary or wages in 24 pays effective start of the school year. Direct Deposit of payroll shall be required for all bargaining unit members/employees.

2. Wage and Salary Provision

Class C New Employee Starting Hourly Wages

School Year	Hourly increase (Steps do not apply)
2023/2024	\$15.50
2024/2025	\$16.25
2025/2026	\$17.25

Class C Wage Increases current Bargaining Unit Members

School Year	Hourly increase (Steps do not apply)
2023/2024	\$1.25
2024/2025	\$1.25
2025/2026	\$1.50

APPENDIX I
CLASS D BARGAINING UNIT MEMBERS
LICENSED SCHOOL NURSE ASSISTANTS

A. HOURS AND WORK YEAR

All full-time RNs/LPNs shall be guaranteed seven (7) hours for each full day of school. Class D Bargaining Unit Members shall follow the calendar schedule of classroom teachers as determined by the Board of Education. Current Bargaining Unit Members who are full-time shall remain full-time for the life of this agreement. Calendar for the work year shall be provided to the Bargaining Unit Members by August 1st.

Class D Bargaining Unit Members shall be allowed to work additional hours beyond the regular teacher work year up to a maximum of twenty (20) full days. Such hours are to be requested by the building principal and approved by the Superintendent or Superintendent's designee prior to submission to the Human Resources Office. Upon approval, affected employees shall be compensated at their normal hourly rate for any time worked during this period. No compensation shall be made for hours served without the above-referenced approval. In the event that no one in the bargaining unit is willing to serve the additional hours, substitutes may be employed.

B. LUNCH PERIOD

All full-time Bargaining Unit Members should have at least a 30-minute lunch period. Bargaining Unit Members may not leave the building during their lunch period without the permission of their immediate supervisor.

C. INCLEMENT WEATHER

When schools are closed due to inclement weather, every effort will be made to publicly announce the closing of schools one-half hour prior to the normal reporting time.

RNs/LPNs will be paid for their regularly scheduled hours during delayed start or early dismissal. There will be no loss in pay for time missed.

D. TUITION REIMBURSEMENT

Class D Bargaining Unit Members will be reimbursed up to an amount equivalent to the Northampton Community College (NCC) undergraduate credit rate for six (6) credits per contract year (July 1 - June 30).

Long-term substitutes are not eligible for tuition reimbursement. Tuition reimbursement is subject to the following conditions and procedures:

Approved Courses - To be eligible for tuition reimbursement, courses must be taken on college or

university campuses, satellite campuses, or a course sanctioned by a college or university, including IU "College Credit" courses. Online and video courses required for an accredited degree program are also eligible for reimbursement but are subject to pre-approval by the Superintendent or Superintendent's designee. Any questions about reimbursement shall be directed to the Human Resources office. Courses must gain for the employee one of the following results:

1. An area of special need to the district
2. An improvement in the educational qualifications of the Bargaining Unit Member

Eligibility- In order to qualify for tuition reimbursement, a Bargaining Unit Member must meet the following criteria.

1. At the time of enrollment and when a reimbursement request is submitted, the employee must be employed on a regular basis by the district and must have completed probationary period.
2. The Bargaining Unit Member must complete the course and earn a grade of "B" or higher. In the case of a course taken on a pass/fail basis, the employee must earn a passing grade.

Procedure - Within thirty (30) days of receiving a final grade for a course, the employee shall submit the following:

1. Tuition reimbursement form
2. Official transcript or grade report
3. Bursar's receipt of paid tuition or other proof of payment

Upon receipt of all necessary documents as required above, the employee will be reimbursed within sixty (60) days.

Exceptions - Tuition reimbursement will not apply to the following:

1. Grants and fellowships except for the difference between the amount
2. The grant or fellowship and the maximum tuition reimbursement limit
3. Books, fees, mileage, etc.
4. Failure to submit the required information within one (1) year from the enrollment of a course.

Tuition Reimbursement Payback Provisions:

1. A Bargaining Unit Member, who resigns his/her position within one (1) year from the date of his/her Board approval for tuition reimbursement, will be required to reimburse the District 80% of said amount.
2. A Bargaining Unit Member who resigns his/her position between one (1) and two (2) years from the date of his/her Board approval for tuition reimbursement, will be required to

reimburse the District 60% of said amount.

3. A Bargaining Unit Member who resigns his/her position between two (2) and three (3) years from the date of his/her Board approval for tuition reimbursement, will be required to reimburse the District 40% of said amount.
4. As provided herein, a Bargaining Unit Member will reimburse the Easton Area School District in a lump sum within one (1) year from the effective date of resignation. In cases where financial hardship can be demonstrated, the paraprofessional may be granted an extension by the Board, not to exceed one (1) additional year, to satisfy his/her reimbursement to the District.

A Bargaining Unit Member will not be subject to the aforesaid tuition reimbursement payback provisions due to his/her:

1. Resignation from the District after three (3) years from the date of his/her Board approval for tuition reimbursement;
2. Retirement with PSERS or furlough;
3. Resignation due to disability as certified by District physician.

WAGES

1. Method of Payment

Each Bargaining Unit Member covered by the provisions of this agreement shall receive their annual salary or wages in 24 pays effective start of the school year. Direct Deposit of payroll shall be required for all bargaining unit members/employees.

2. Wage and Salary Provision

Class D New Employee Starting Hourly Wages Licensed Practical Nurses

School Year	Hourly increase (Steps do not apply)
2023/2024	\$21.60
2024/2025	\$22.35
2025/2026	\$23.35

Class D New Employee Starting Hourly Wages Registered Nurses

School Year	Hourly increase (Steps do not apply)
2023/2024	\$30.00
2024/2025	\$30.75
2025/2026	\$31.75

Class D Current Bargaining Unit Members Hourly Increases
Licensed Practical Nurses & Registered Nurses

School Year	Hourly increase (Steps do not apply)
2023/2024	\$1.25
2024/2025	\$1.25
2025/2026	\$1.50

APPENDIX J

GRIEVANCE PROCEDURES

A. DEFINITIONS:

1. "Grievance" shall mean a complaint by an employee or the Easton Area Educational Support Personnel Association/PSEA/NEA, hereinafter referred to as "Association," that there has been a violation of this agreement.
2. A grievance to be considered under this procedure must be initiated by the Bargaining Unit Members(s) involved or the Association within fifteen days of its occurrence.
3. The term "days" when used in this article, refers to the days the central administration office of the Easton Area School District is normally functioning.
4. A "group grievance" shall mean a grievance filed by the association on behalf of two or more Bargaining Unit Members.

B. PROCEDURE:

5. In order to process grievances as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement of the aggrieved and party or parties at the level of the grievance.
6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
7. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered as acceptance of the decision rendered at that step.
8. It is understood that the aggrieved shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been finally determined, unless the employee has been suspended or dismissed.
9. Any aggrieved employee may be represented at all steps of the grievance procedure by himself or herself, or, at the employee's option, by an attorney, or by representation approved by the Association. The aggrieved may ask for Association assistance at any level of the procedure. The aggrieved shall attempt to notify both the district and Association that the employee will be represented by the individual so designated.

B. LEVELS:

1. Level One. Any Bargaining Unit Member who has a grievance shall discuss it first with the immediate supervisor or building principal, if applicable, in an attempt to resolve the matter at that level.

2. Level Two. If, as a result of the discussion, the grievance is not resolved to the satisfaction of the Bargaining Unit Member within five school days, the Bargaining Unit Member shall set forth the grievance in writing to the immediate supervisor or principal, if applicable, with a copy to the Association specifying:
 - a. the nature of the grievance
 - b. the section or sections of the contract allegedly violated
 - c. the results of previous discussions
 - d. dissatisfaction with decisions previously rendered The immediate supervisor or building principal, if applicable, shall communicate the decision, supported by facts, to the Bargaining Unit Members and the Association, in writing, within six school days after receipt of the written grievance.
3. Level Three. The Bargaining Unit Members no later than six days after receipt of the decision of the immediate supervisor or building principal, if applicable, may appeal such decision to the Superintendent or Superintendent's designee of the Easton Area School District. The appeal shall be made in writing to the Superintendent or Superintendent's designee with a copy to the Association, stating the grievance as cited above and the dissatisfaction with decisions previously rendered. The Superintendent or Superintendent's designee shall communicate said decision, supported by facts, in writing, to the Bargaining Unit Members, to the immediate supervisor or building principal, if applicable, and to the Association.
4. Level Four. If the grievance is not resolved to the satisfaction of the Bargaining Unit Members the aggrieved may, not later that six (6) days after receipt of the decision of the Superintendent or Superintendent's designee request a review by the Easton Area School Board. The request shall be submitted, in writing, through the Superintendent or Superintendent's designee who shall attach all related papers and forward the request to the Easton Area School Board.

The Easton Area School Board or a committee thereof shall review the alleged grievance. The Easton Area School Board shall hold a hearing with the Bargaining Unit Member and render a decision in writing to the employee and the Association within forty-five (45) calendar days from submission to the Superintendent or Superintendent's designee. Said hearing before the Board may be waived in writing by the parties to allow the grievance to proceed directly to level 5 (arbitration).
5. Level Five. Arbitration will follow the procedure as outlined in Act 195, Article IX, Section 903.
6. Group Grievance. If in the judgment of the Association a grievance affects a group of Bargaining Unit Members, the Association may submit such grievance in writing to the Superintendent or Superintendent's designee, and the processing of such grievance shall be commenced at Level Three of the grievance procedure. The number of members including Association representatives actually to be present at any meeting involving a group grievance is not to exceed three (3).

C. MISCELLANEOUS:

1. All documents, communications and records dealing with the processing of a grievance shall be

filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until a final determination is made.

2. All communications and notices referred to in this grievance procedure must be in writing in duplicate with a copy to each party in interest.
3. A copy of all correspondence related to a grievance at all levels shall be sent to the Association.
4. All meetings and hearings under this procedure shall be private unless otherwise stipulated.
 - a. The Superintendent or Superintendent's designee together with a representative of the Association shall prepare any necessary forms for the implementation of this grievance.