

Agreement

between the

Neshaminy Board of School Directors

and the

*Neshaminy Administrative Support
Association*

July 1, 2020 – June 30, 2025

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I - Act 93

The Neshaminy School District Board of School Directors recognizes that Act 93 and an agreement between the Board and Neshaminy Administrative Support Association (NASA) has given NASA the opportunity to meet and discuss with their School Board members on wages, benefits and information as to how these are developed and administered.

II – Agreement

This agreement was entered into this 23rd day of June, 2020 by and between the Neshaminy School District Board of School Directors, hereinafter called the “Board” and the Neshaminy Administrative Support Association hereinafter called the “Association” and those who are “Members” of said Association.

III – Recognition

A. The board hereby recognizes the Association as representing all Administrative Support personnel as listed under in section V. below, as provided by Act 93 of 1979.

IV – Rights

- A. The Board agrees to continue policies of not discriminating against any employee on the basis of race, creed, color, national origin, sex, age, disability, place of residence, sexual orientation, gender identity, or marital status.
- B. A complaint of a serious nature regarding any Member made or transmitted to his/her immediate supervisor(s) shall be brought to the attention of the Member concerned as soon as possible. Any criticism of a Member initiated by a Cabinet member or Board member shall be made in confidence and not in public.

V- Neshaminy Administrative Support Association

Note: (Positions included can be adjusted to serve district needs).

<u>Position</u>	<u>Term of Employment</u>
Supervisors/Foremen	12-month
Computer Systems Manager	12-month
Budget Assistant	12-month
Coordinator of Student Affairs	School year
Fiscal Services Manager	12-months
Purchasing Supervisor	12-months
Supervisor of Security	12-months
Community Relations Coordinator	12-months

VI – Salary

A. The following salary increases will apply to the base pay establish in Appendix A for 2020/2021 provided the member has earned a satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent. Additionally, increases will not apply if the Member has worked fewer than 90 school days (for school year Members) or 6 months (for 12-month Members) during the preceding school year:

2.5% for 2021/2022

2.5% for 2022/2023

2.5% for 2023/2024

2.5% for 2024/2025

Any newly hired Administrative Support Personnel salaries will be determined by the board.

B. Future Meet and Discuss sessions will be initiated to discuss salaries in the event of major job/position restructuring or reorganization.

C. Long Term service with the Neshaminy School District for 12 and 10 1/2 month members shall be recognized by the following supplemental pay schedule which sets forth the total annual payment for each level. Recipients of longevity pay as of December 31, 2009 shall be grandfathered and shall continue to receive such pay in accordance with the supplemental pay schedule. Longevity pay shall not be made effective as of January 1, 2010 and thereafter for any Member not grandfathered and not actually receiving longevity pay prior to as of December 31, 2009. Longevity pay shall be based solely upon service in the Neshaminy School District and not upon PSERS service. Longevity pay will be frozen at the current rate and will not increase for any Member currently receiving longevity.

<u>YEARS OF SERVICE</u>	<u>Schedule</u>
20 to 24 – inclusive	\$1150
25 to 29 – inclusive	\$1550
30 to 34 – inclusive	\$1950
35 or more – inclusive	\$2400

E. Service Benefit – Full- and part-time staff members with a minimum of ten years service with the Neshaminy School District shall be entitled to a severance benefit in an amount equal to their unused sick leave times \$72.00 per day upon suspension (as defined in the School Code), resignation or retirement. In the event of a member’s death, the entitlement will be paid to the designated beneficiary. Only that portion of the unused sick leave accrued in the service of the Neshaminy School District may be used in this computation. No limit has been established as the number of sick days used in this computation.

E. Pay Distribution – 10-month staff will be paid in equal installments from September through June; 12-month Members will be paid in equal installments from July through June.

F. Workers Compensation – Any member who is absent as a result of injuries or illness sustained in the performance of his/her duties shall be eligible for all benefits under the Workers Compensation and Occupational Disease Laws of Pennsylvania as amended. In addition members can supplement their payment during the absence within the limits of the individuals accrued benefit time by supplementing the workers’ compensation insurance payment with their paid benefit time. Medical expenses will be reimbursed within the parameters set in the Workers Compensation and Occupational Disease Laws of Pennsylvania as amended. During the period in which the Member receives full pay (from the insurance company supplemented by partial sick pay) the payment will be calculated by adding to the compensation benefit prescribed by law, the difference between the compensation benefit and the individual’s normal pay.

If the Member does not wish to supplement the Workers compensation payment they will not be charged for any benefit time.

VII – Insurance Benefits

A. Medical/Surgical, Insurance - The District agrees to pay the full premium cost, subject to Member and retiree payment of contributions specified in this Article, for Members who elect such coverage and their dependents. The current Independence Blue Cross Personal Choice 2 (PC2) plan is designated as the base medical plan or a comparable plan. Other plans may be offered by the District in addition to this base plan. The Member electing an alternative plan will pay one hundred percent (100%) of the difference in cost between the alternative plan (if more expensive) and the base plan. The District agrees to pay the remaining premium cost for Members and their dependents for such plan, provided that Members will first contribute the same percentage of the monthly premium of the base plan as subscribers to the base plan toward their health insurance coverage by payroll deduction in addition to the buy up amount.

Members will contribute eighteen percent (18%) of the monthly premium for the base plan towards their health insurance coverage by payroll deduction. Members will contribute ten percent (10%) of the monthly premium for the Open Choice HDHP plan towards their health insurance coverage by payroll deduction. Contributions will be taken on a pre-tax basis over the scheduled pay periods.

No Member shall be covered as a subscriber to any District health insurance plan and also be covered as a dependent under that plan or any other District health plan. A Member who is covered by any District health insurance plan as either a subscriber or as a dependent is not eligible for opt out payments. A Member whose spouse is also a District Member is not eligible for multiple or duplicate health insurance coverage. No Member or dependent shall be covered by more than one policy, and no Member may be covered both as a subscriber and as a dependent. The provisions of this Section are also applicable to prescription, dental, and vision insurance coverage.

B. Prescription Drug Plan - The District shall pay the full premium, including family coverage, subject to Member contributions as provided below, for the eligible Member's subscription under a Prescription Drug program as follows:

Participants in the base plan will pay a deductible of \$5.00 per generic prescription, and \$30.00 for name brand prescriptions.

Members will contribute eighteen percent (18%) of the monthly premium towards their prescription coverage by payroll deduction. Contributions will be taken on a pre-tax basis over the scheduled pay periods.

C. Dental Insurance - The District shall pay the full premium, including family coverage, for the eligible Member's subscription to a dental plan which shall include the following coverages: periodontics at a rate of 75% UCR; orthodontics at a maximum lifetime benefit of \$1,000 per person (19 years and under); oral surgery at the rate of 100% UCR; prosthetics and crowns, inlays and on-lays restorations at the rate of 60% UCR. Except for orthodontics the maximum reimbursement of the basic dental insurance plan and related

riders should be \$1,500 per person per year. Members will contribute eighteen percent (18%) of the monthly premium towards their dental coverage by payroll deduction. Contributions will be taken on a pre-tax basis over the scheduled pay periods.

- D. Vision Insurance** - The District shall pay the full premium including family coverage for Member's subscription to the vision care plan as described in the current District insurance booklet provided that Members will contribute eighteen percent (18%) of the monthly premium towards their vision coverage by payroll deduction. Contributions will be taken on a pre-tax basis over the scheduled pay periods.
- E. Special Tax** – Effective October 1, 2016 and annually thereafter, the District agrees to request that the Plan Administrator and/or the District healthcare consultant provide the District with information as to whether or not any of the health benefit plans offered by the District would be projected to incur or actually incur an excise tax, tax, penalty or any cost on either the District or employees as the result of the implementation of these on the District's health benefit plan. This process will be repeated annually thereafter and updated as needed.

In the event that it is determined and/or projected that any of the health benefit plans offered by the District will incur excise taxes, taxes, or any other special penalties imposed on the District as the result of the health benefit plans by the new law(s) the District will immediately meet and discuss to redesign the Plan(s) to remain below the threshold of the financial cost. The Parties agree that the process of identifying a new plan will be completed before the imposition of any tax, taxes, penalty or any other special penalties imposed as the result of the health benefit plans that are projected to exceed the thresholds by the Law or Procedure.

- F. Life Insurance** - The District shall provide each Member with a group term life insurance policy at no cost to the Member. The amount of such insurance shall be equivalent to two times the annual salary of the Member rounded to the nearest thousand dollars.

- G. Disability Insurance** - The District shall provide a disability benefit not to exceed \$2,400 per month for each participating Member under the Neshaminy School District group plan. The plan shall be for a maximum of 52 weeks with a 30 day waiting period. The Member may buy up to 66 2/3% of salary.

Long Term Disability - The District shall provide a long term accident and sickness disability plan which will provide benefits of \$1,200 per month to Social Security Normal Retirement Age.

- H. Insurance (Leaves of Absence)** - Members on approved leaves may participate in those plans for which they are eligible on a self-pay basis at 102% of the premium cost.

- I. Insurance (Retiree Counseling)** - Retiring Members shall have the option of remaining in a group medical/surgical, major medical plan at their own expense. Payments for such participation shall be made in advance on a quarterly basis and will be 102% of the actual premium.

Retiring Members shall be provided with pre-retirement counseling by the Office of Human Resources in regard to benefit coverage.

- J.** The District reserves the right to change any or all insurance carriers which may from time to time provide any coverage required hereunder as long as the coverage is equal to or better than the current existing and no additional costs for services provided by the coverage accrues to the Member.

K. The Board will pay the insurance deductible, not to exceed \$500, on a personal property claim that resulted from an Member's responsibilities.

L. **Opt Out:** Upon providing documentary evidence of the possession of health and prescription insurance coverage equivalent to that provided by this Agreement, an Member who meets the above listed criteria may elect to waive the District's medical and prescription plan during the annual open enrollment period under the following conditions:

- a. The waiver shall be in writing and shall be effective as of the first day of the next month following the District's receipt of the notice if due to an IRS designated life event or as of the first day of the new benefit year; and
- b. Upon receiving the notice, the waiver shall remain in effect, unless the Member chooses to revoke the waiver during the next open enrollment period or experiences an IRS designated life event. IRS designated life events include marriage; divorce; birth/adoption of a child; death of a spouse; termination/loss of other coverage (note: changes must be submitted within thirty (30) days of the event); and
- c. For each full month that the waiver is in effect, the Member shall receive Two Hundred Dollars (\$200). The money shall be paid to the Member in the paycheck following completion of the month for which the revocation was in effect and shall not be considered compensation for pension purposes. Recipients are not eligible to receive, either as subscribers or dependents, benefits for which they are receiving compensation to opt out. Retirees who are qualified for post-retirement benefits are eligible to opt out and receive exactly the same benefits as current active Members who opt out.

M. Health Savings Account (HSA) Option in lieu of 18% Deductible Option

IBX High Deductible Health Plan with a deductible of \$2,000 for Single/\$4,000 for Family, or a comparable plan furnished by an alternate carrier. Employees will not be required to contribute via payroll deduction for this plan. Instead, employees are encouraged to participate in the district's Health Savings Account (HSA) to set aside pretax amounts that can be used towards any deductibles incurred.

N. **Tuition Reimbursement** - Courses eligible for reimbursement shall be graduate level courses, undergraduate level courses, or non-college courses which are specifically approved. Written application for a reimbursement for a course shall first be made to the superintendent or his/her designee prior to taking the course. Such approval shall be discretionary on a case by case basis without regard to any past practice prior to the current agreement. There shall be a maximum of no more than 9 course credits per year from September to September.

Reimbursement is \$320.00 per course credit, with a maximum reimbursement for the entire group of \$43,000.

Payment of the reimbursement shall depend upon submission of documentation indicating the cost of the course and the achievement of a grade of "B" or better, or a grade of "Pass" if the course is graded under a pass/fail system.

Repayment: 100% of any tuition reimbursement received within three years of the date of employment with the District ends will be repaid to the District prior to the last day of scheduled work. 75% of any tuition reimbursement received between three and five years of the date of employment with the District ends will be repaid to the District prior to the last day of scheduled work.

VIII – VACATIONS AND HOLIDAYS

A. 12-month members shall be granted vacation time according to the following schedule:

1-2 years.....	15 Days or 1.25 per month
3-10 years.....	20 Days or 1.65 per month
11 or more years.....	25 Days or 2.08 per month

Note: Members working less than 12 months are not eligible for vacation.

Vacation time is not earned while the Member is on any type of unpaid approved leave of absence.

Credit for Vacation time shall be accumulated for each month of completed service on a pro rata basis. For example, a member employed on a twelve month basis who is entitled to 15 days vacation time shall be entitled to 7 ½ days vacation time after completing six months of employment.

All vacation time earned in one school year shall be taken no later than the end of the following school year. There shall be no carry over of vacation days without special permission of the District Superintendent, provided that a maximum of 15 proposed vacation days may be carried into the next year.

Up to five (5) days of vacation per Member may be converted to salary. The Superintendent/Board will have the option to review and approve this program each year. The total cost to the District is not to exceed \$15,000 per year.

B. **Holidays** – Twelve month members shall be given fourteen (14) paid holidays, specifically: New Year’s Eve., New Year’s Day, The day of Winter Recess, Thursday before Easter, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve. Day, Christmas Day and the day after Christmas Day. Members who work less than 12 months are eligible to all holidays as listed above that fall within their work year.

Should any of these Holidays fall on Saturday or Sunday, another day or special adjustment (if deemed practical) will be made by the District Superintendent. Members will be granted a Personal Holiday in addition to holidays specified herein.

C. **Administrative Privilege Days** – The Board will grant to 12-month members two administrative privilege days and to members less than 12-months, one administrative privilege day. These days will be taken at the convenience of the District during the school year when school is not in session. The final determination as to when these days will be granted will be made by the Superintendent.

IX – Other Conditions of Employment

A. **Death in the Family** – Up to five days paid leave of absence shall be granted to Members because of death in his/her immediate family or in the immediate family of his/her spouse. Immediate family is defined as

father, mother, brother, sister, son, daughter, husband, wife, parent – in – law, grandmother, grandfather, grandchild or some other near relative who resides in the same household or any other person with whom the Member has made his/her home.

B. Personal Leave

1. All Members employed on a full-time basis for twelve (12) months shall be granted up to four (4) days personal leave without loss of salary in any school year and full-time Members employed for less than twelve (12) months shall be granted three (3) personal days.
2. Except in the case of an emergency, application for such leave must be made in writing seven (7) calendar days in advance to the department director. The death of a close friend would be considered an emergency. In the case of an emergency, the application must be made immediately following the Member's return to work. All applications must be made in writing on the District attendance report form. Specific reasons for the absence must be provided only where additional time is being requested.
3. Failure to obtain prior approval, except in the case of an emergency, shall be construed as a resignation from employment with the District. At the end of each school year, any unused personal leave days shall be converted to unused sick leave.

C. Jury Duty (subpoena) – When a Member is called or subpoenaed for jury duty, said notice shall be submitted to the District as soon as possible after receipt and prior to attendance. On return, the Member shall submit proof of attendance from the clerk of courts. Regular salary shall be paid during said service. A member who is subpoenaed as a witness or who is a litigant in a civil or criminal proceeding shall continue to make application for leave with pay under the personal leave section.

D. The District may make the services of the Solicitor available without cost to all Members of the staff who desire them in matters arising as a result (directly or indirectly) of implementing the policies of the District. The need for these services shall be reviewed by the Board prior to the determination on the availability of this service to the member(s) concerned on a case by case basis.

E. Childcare/FMLA

Members who meet the qualifications are eligible to take leave based on the Federal Family Medical Leave Act. The District will comply with all requirements of the Federal law. Application for such leave shall be made through the office of Human Resources.

The leave shall begin on a date determined by the member in consultation with the Physician in charge of the case or verified by the adoption agency. When such date is not dictated by medical necessity or in the presence of a confirmed adoption date, at least thirty (30) days notice shall be given by the applicant. The application must set forth the date on which the leave shall begin, the expected date of delivery or adoption and the anticipated date of return from leave.

The leave shall not be expected to exceed a period of time longer than one year from the effective date of such leave. The member may request an extension of leave not to exceed an additional year of said leave for continuing child care or medical reason connected with the pregnancy. Said extension, if not medical, shall be made at least sixty (60) days prior to the expiration of the current leave.

Following review by the Board, an extension shall be granted. On returning from such leave, the member shall be returned to the same position occupied prior to the leave. If that position no longer exists, the Member shall be given another position of equal status for which he/she is properly qualified.

- F. **Military Leave** – Requests for Military leave shall be granted upon presentation of appropriate orders or other documentation from the appropriate government source. All rights of the member shall be retained in compliance with this agreement and with the School Laws of Pennsylvania. The District holds that such a member on returning from leave shall be returned to the same position occupied prior to leave. If that position no longer exists, the Member shall be placed in a position of equal status for which the Member is properly qualified.
- G. **Personnel File** – The official personnel file for a member shall be located in the District office of Human Resources. Material other than routine filings such as attendance records shall not be placed in a members file unless signed by the originator.

A copy of material related to the member's conduct, service, character or personality – including observations and evaluations – shall be furnished to the member and may be made part of his/her personnel file. The member shall have the opportunity to review it submit an explanation thereof, which shall also become part of his/her file.

The member may challenge any material placed in his/her file, except for observation and evaluation documents, and if the challenge is sustained, the material shall be removed from the file.

A member is granted the right to examine his/her file. The Human Resources Office, if requested shall make available copies of materials in the member's file that are required for the advancement of the member. The following, as they relate to initial employment, shall be removed from the file prior to said examination: Reports held as confidential to the District e.g., references, recommendations and remarks supplied to the District "in Confidence". Only persons authorized by the Neshaminy Board of School Directors may inspect a member's file.

The District shall permit members to review their individual files maintained by their immediate supervisors upon request in the presence of the supervisor or his/her designee.

- H. **Position Postings** – Vacancies for all positions, promotions and newly created jobs, including in whole or in part by or from sources other than the School District, shall be posted online for five (5) working days before the position is to be filled. Applications may be accepted through the website by the Office of Human Resources until interviews for the position have been scheduled. The posting shall include the title, location of the position, the minimum qualifications required of the applicants and specific instructions for making application (online). A continuing vacancy list shall be posted once each month. Notifications for other vacancies shall be posted on an individual basis or as occur under the preceding rules.
- I. When a Member from within the Association applies for a position, the shall be informed to whether or not he/she has been appointed as soon as possible after the final decision has been made.
- J. **Sick Leave (Short Term)** – In any school year whenever a member is prevented by illness or accidental injury from following his/her occupation, the District shall pay to the member for each day of absence the full salary to which the member may be entitled as if said Member were actually engaged in performance of duty on the basis of one (1) day per month of contracted employment.

Sick leave is granted within the limits of current Board policy as adopted. Members are expected in any instance to report as required the reasons for absence because of sickness for the protection of the children and the member. Such reasons may be general in nature but must be descriptive of the ailment. Any illness of five (5) consecutive school days requires a doctor's certificate.

Any absence that is for ten (10) or more days that meets the Family and Medical Leave Act (FMLA) definition for allowable time off must be taken as FMLA leave. The FMLA will run concurrent with paid time off (sick, personal, vacation – if used). Sick and extended sick time must be used for any illness, if available. Benefits will continue while on FMLA or through the exhaustion of individual paid time off, whichever is greater.

K. **Travel Allowance (Mileage)** – Any member who is required to use a privately owned vehicle in the performance of school duties shall be paid a standard allowance equal to the approved maximum I.R.S. allowance. If the mileage is increased by the Board for any members during the full term of the Agreement, the new mileage rate will be applied. Except as otherwise provided for in this Agreement where the transport of pupils is a job responsibility, an Member shall not be required to transport pupils to or from activities concomitant with his/her employment.

**NESHAMINY SCHOOL DISTRICT
ADMINISTRATIVE SUPPORT
ASSOCIATION**

Joseph Rischow

Todd Perry

**NESHAMINY SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS**

Steve Pirritano

Marty Sullivan

Appendix A

	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Computer Systems Manager	\$ 89,500.00	\$ 91,737.50	\$ 94,030.94	\$ 96,381.71	\$ 98,791.25
Purchasing Supervisor	\$ 86,000.00	\$ 88,150.00	\$ 90,353.75	\$ 92,612.59	\$ 94,927.91
Budget Assistant	\$ 74,000.00	\$ 75,850.00	\$ 77,746.25	\$ 79,689.91	\$ 81,682.15
Coordinator of Student Affairs	\$ 44,600.00	\$ 45,715.00	\$ 46,857.88	\$ 48,029.32	\$ 49,230.05
Facilities Supervisor	\$ 71,750.00	\$ 73,543.75	\$ 75,382.34	\$ 77,266.90	\$ 79,198.57
Fleet Maintenance Supervisor	\$ 73,185.00	\$ 75,014.63	\$ 76,889.99	\$ 78,812.24	\$ 80,782.55
Supervisor of Transportation	\$ 73,185.00	\$ 75,014.63	\$ 76,889.99	\$ 78,812.24	\$ 80,782.55
Mechanical Supervisor, Facilities	\$ 83,399.33	\$ 85,484.31	\$ 87,621.42	\$ 89,811.96	\$ 92,057.26
Supervisor of Security	\$ 64,000.00	\$ 65,600.00	\$ 67,240.00	\$ 68,921.00	\$ 70,644.03
Community Relations Coordinator	\$ 65,300.00	\$ 66,932.50	\$ 68,605.81	\$ 70,320.96	\$ 72,078.98