TENTATIVE COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

NESHAMINY BOARD OF SCHOOL DIRECTORS

AND THE NESHAMINY EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION, PSEA-NEA

2022-2027

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PREAMBLE

This Agreement is entered into this 24th day of January 2023, by and between the Board of School Directors of the Neshaminy School District, Langhorne, Pennsylvania, hereinafter referred to as the "Board," and the Neshaminy Educational Support Professional Association, PSEA, NEA, hereinafter referred to as the "Association." The Neshaminy School District will be hereinafter referred to as the "District."

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
PURPOSE AND SCOPE

1-1 Introduction. This Agreement contains provisions relating to terms and conditions of employment. It assures the opportunity for discussion and the exchange of information on matters which affect conditions of employment. The agreement recognizes the fact that the support staff has an interest in the educational objectives of the District.

1-2 Authority of the Board. The parties recognize that the Board has final authority in matters of educational policy and development and that no delegation is or can be made of the authority and responsibility imposed by law on the Board by the School Laws of Pennsylvania as amended and the Public Employees Relations Act being Act 195 of 1970.

1-3 Nondiscrimination. The provisions of the Agreement will be applied without regard to race, religion, national origin, disability, age, sex, size, marital status and place of residence.

1-4 Merger Clause and Past Practice. Except as this Agreement hereinafter otherwise provides, all terms and conditions of employment applicable prior to July 1, 2014 to employees covered by this Agreement as established by the written rules, regulations and/or policies of the Board in force on said date unless otherwise altered by the provisions herein contained will continue to be so applicable during the term of this Agreement. New past practices from July 1, 2014 forward shall only be established by a mutually signed written agreement between the District and the Association.

1-5 Management Rights. Except where expressly and specifically abridged or modified by provisions of this Agreement, the District reserves and retains all managerial rights heretofore exercised by the District and the sole and exclusive right to manage and operate the school, to determine and administer school policy, to direct the employees, to schedule work hours and work assignment, to assign work and to determine all matters of managerial policy, which shall include but not be limited to such areas of discretion or policies as the functions and programs of the District, standards of services, budgetary matters, the establishment of new positions, the elimination of positions or bargaining unit work, the increase or reduction of the work force, the utilization of technology, the selection or change of equipment, materials, products or processes,

the organizational structure, the selection, direction or promotion of personnel, the suspension and discharge of employees consistent with Section 9-10 to relieve employees from duty because of lack of work and all rights and duties imposed upon it by or inherent from the Public School Code or any laws or regulations of the Commonwealth of Pennsylvania.

It is understood and agreed, however, that the functions of the District referred to herein are not all-inclusive and that the omission of any of the usual and inherent and fundamental rights of the District does not constitute a waiver of such rights, responsibilities, or authority by the District.

1-6 Subcontracting Bargaining Unit Work. The District agrees that it will not subcontract bargaining unit work during the term of the Collective Bargaining Agreement, except as set forth in Section 1-6.1 below. It is agreed that upon the expiration of this Collective Bargaining Agreement, the District and the Association reserve their respective rights under Act 88 concerning subcontracting of bargaining unit work.

1-6.1 Effective with the ratification of this Agreement, the District shall have the immediate right to contract out, without further bargaining, certain limited jobs in accordance with the following process:

The Board retains the right to continue to subcontract **140** positions within all the categories covered by the Collective Bargaining Agreement.

No bargaining unit members shall be furloughed or reduced in hours as a result of this language. If an involuntary transfer occurs as a result of a subcontract, the employee shall receive the hourly rate he/she was receiving immediately prior to the involuntary transfer or the rate of the new classification to which the employee is involuntarily transferred, whichever is higher. This pay scale will continue as long as the employee remains in the position to which he or she was involuntarily transferred. Should the employee return to the position he/she held prior to the involuntary transfer his/her hourly rate shall revert to the hourly rate for the position to which the employee returns as of the date of the return. Should an employee voluntarily transfer to any position in the bargaining unit the benefit of this paragraph shall cease and the employee shall be paid the hourly rate for the position to which he/she voluntarily transferred. This commitment relating to involuntary transfers applies only to transfers resulting from a subcontract.

1-6.2 It is understood that it is not the intent of this Section to prohibit the District from continuing various outsourcing practices that it has utilized in the past. It is further understood that the language of Section 1-6, once the Collective Bargaining Agreement expires, does not supersede any rights the District or the Association may have concerning subcontracting after the Collective Bargaining Agreement has expired.

ARTICLE II
RECOGNITION

2-1 The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time employees in the bargaining unit, which includes aides, office staff,

staff nurses, building and grounds staff, bus drivers, bus mechanics, skilled trades, information technology support staff, shippers/receivers and food service personnel and excludes guards, supervisors, first level supervisors and other support personnel employed by the Neshaminy School District in a confidential capacity, as certified by the Pennsylvania Labor Relations Board (PERA-R-90-477-E) as amended.

2-2 Definitions. The following words and phrases, as used in the Article and its various sections and subsections, will have the following meaning unless the context clearly requires otherwise.

2-2.1 A full-time employee is defined as an employee who as of June 30, 1993 is assigned to work five (5) hours or more per day for a period of not less than three (3) consecutive months or its equivalent in consecutive hours of service. Those employees hired after June 30, 1993, must be assigned to work six (6) hours or more per day for a period of not less than three (3) consecutive months or its equivalent in consecutive hours of service to meet the definition of full time.

2-2.2 A part-time employee is defined as an employee who is assigned to work less than six (6) hours per day.

2-2.3 A Grandfathered Employee is defined as a full-time or part-time employee with placement on the Grandfathered wage tier.

2-2.4 A substitute is defined as any individual who has been employed to perform the duties of an employee during such times as the regular employee is absent on any leave contained in this Agreement or a leave of absence approved by the Board of School Directors.

2-2.5 A long-term substitute employee is defined as any substitute who has been employed in the same position and replacing the same person for a continuous period of six (6) weeks or more. It is understood that the benefits will be fixed by the Board policy but will not exceed the terms of this Agreement. (The only exception is when an employee applies for a posted long-term temporary position as per Section 9-5.4.) At such times as the temporary vacancy being filled by the long-term substitute employee becomes permanently vacant, the long-term substitute employee will be given consideration for the job. If a long-term substitute employee is selected for regular employment, the employee will be entitled to all rights, benefits and provisions of this Agreement applicable to the class or term of employment. Seniority rights contained in this Agreement will be retroactive to such employee's initial date of hire.

2-2.6 The provisions of this Agreement will not apply to substitute employees as defined in Section 2-2.5 above.

2-3 For purposes of this Agreement, the Board agrees that the right to bargain on wages, hours, terms and other conditions of employment is the exclusive right of the Association and may not be extended to any other employee organization or group of employees purporting to represent members of the appropriate bargaining unit.

ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES

3.1 Use of School Facilities – Equipment.

3-1.1 The Association and its representatives will have the right to use school buildings for meetings in accordance with District building policy. If meetings are scheduled and held in said buildings on Sunday, the Association will provide the custodial service at no cost to the District. The Association will notify the Director of Facilities of the name of the custodian who will assume the responsibility for the building.

3-1.2 The Association will have, in each school building, the use of a bulletin board. The Association will also be assigned adequate space on these bulletin boards for Association notices. Copies of all materials posted on such bulletin boards will be furnished to the immediate supervisor and/or his/her designee. The Association will have the right to the reasonable use of the interschool mail system.

3-1.3 The Association will have the right to use school district equipment such as computers and copying machines, at reasonable times and when such equipment is not is use and the use will not interfere with the educational program in the building. The Association will be responsible for its own supplies and for the cost of repair to equipment damaged while in its use.

3.2 Association Business

3-2.1 There will be no Association business conducted during assigned working hours except as otherwise provided for in the Agreement.

3-2.2 Whenever a representative of the Association and/or any other employee in the bargaining unit is mutually required or scheduled by the parties to participate during assigned working hours in negotiations, grievance proceedings, investigations, hearings, conferences or meetings the employee(s) will suffer no loss in pay.

3-2.3 Release time for the President of the Association to perform Association business related to the District will be mutually agreed upon between the Superintendent and/or his/her designee and the Association President. Such requests by the President of the Association will be granted with the understanding that there will be a minimum of interference with the educational program of the building(s) affected.

3-2.4 Members of the bargaining unit who are required by the Association to participate in meetings outside the District for purposes specifically related to negotiating or strengthening the bargaining abilities and positions of the Association, upon making application to the Superintendent, will be granted leave without pay. Such leave will not exceed fifteen (15) days total for all employees collectively, including Association officers, in a school year. No one employee, except for Association officers, shall apply for more than five (5) of the fifteen (15) days provided herein.

3-2.5 The Association will also be granted up to twenty (20) days of paid leave each school year in order that its representative may fulfill the obligation of attendance at local, state and national meetings. Said leave must be requested by the President of the Association and be approved by the Superintendent of Schools.

3-2.6 An employee who is called upon to serve in an official capacity with the State Association will, upon making application to the Board of School Directors, be granted a leave without pay not to exceed the term of office to which the employee has been elected. Only one such leave may be granted at any one time. An employee granted leave under this section will be given the option of continuing his/her participation in the District insurance programs but at his/her personal expense.

3.3 Association Dues Deduction.

3-3.1 The Board will deduct from the pay of each employee from whom it receives an authorization to do so, the required amount of fees for the payment of Association dues (local, state and/or national, if applicable). Such fees accompanied by a list of persons from whom they have been deducted and the amount deducted from each will be forwarded to the Association not later than thirty (30) days following the deduction. The amount of deductions made each pay will be determined by the Association. Any arrears will be determined by the Association and deducted from members' pay as determined by the Association.

3-3.2 This privilege will be made available to every employee who desires to participate during the school year. The District will not be responsible for the collection of unsatisfied commitments or withdrawals from participation on the part of the employee.

3-3.3 The parties agree that all employees covered by Act 195 and who are dues paying members of the Association, shall be subject to the provisions of Article III, subsection (18) of the Public Employees Relations Act (Maintenance of Membership) providing that: All employees who have joined the Association or who join the Association in the future must remain members for the duration of this Agreement: however, any such employee or employees may resign from the Association by written notice to the Association fifteen (15) days prior to the expiration of the Agreement.

ARTICLE IV
NO STRIKE – NO LOCKOUT

4-1 During the term of this Agreement, the Association will not authorize, permit or condone any work stoppage, slowdown or other form of curtailment of effort, and the Board or its staff will not authorize or permit any lockout of the employees covered by this Agreement.

ARTICLE V
NEGOTIATION PROCEDURE

5-1.1 When a party desires to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, in conformance with the applicable provisions of Act 195, advising that such party desires to revise or change the terms or conditions of this Agreement.

5-1.2 Such negotiations will begin as soon as possible after the delivery of such notice by the

Association at times and places agreeable to the parties. Any agreement so negotiated will apply as specified to all employees in the unit and be reduced to writing.

5-1.3 During negotiations, the Board and the Association will present relevant data and exchange points of view.

5-1.4 Neither party in any negotiations will have any control over the selection of the negotiating participants of the other party.

5-2 Meet and Discuss. Members of the Board and/or the Superintendent and the Association will meet once each month for the sole purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass or be a substitute for the grievance procedure or the Meet and Discuss process.

5-2.1 Each party will submit to the other at least five (5) working days prior to the meeting a written agenda covering matters they wish to discuss.

5-2.2 All meetings between the parties will be scheduled to take place when the representatives involved are free from assigned responsibilities unless otherwise agreed.

5-2.3 An employee will not lose pay if such meetings are scheduled by the parties to this Agreement during an employee's regularly scheduled work hours. Pay for such meetings will begin at the time the employee normally is scheduled to begin work and/or will terminate at the time the employee normally ends a tour of duty. Pay in any instance will cover the period of time required for the employee to attend the meeting with a normal allowance for travel time to and from the work assignment (if applicable), unless otherwise provided for in this Agreement.

5-3 The District will furnish to the Association in response to reasonable request, such available and pertinent reports, statistics and general information concerning the Neshaminy Schools except those items held to be exclusive to the Board within the limits provided under the Act hereinbefore mentioned and subject to the express terms of this Agreement. The District will have the same right to receive pertinent information from the Association. All such requests must be channeled through the office of the Director of Human Resources.

ARTICLE VI
GRIEVANCE PROCEDURE

6-1.1 A grievance is defined as any alleged violation, misinterpretation or misapplication of this Agreement. Grievances will be presented and adjusted according to the procedure set forth hereunder. The Association will have the right to be present at any step in the grievance procedure.

6-1.2 ***Step 1.*** In the event that an employee or the Association believes there is a basis for a grievance, he/she will first personally discuss the alleged grievance with the immediate supervisor.

6-1.3 ***Step 2.*** If the informal attempt above is not successful in resolving the matters, a formal grievance must be submitted within thirty (30) calendar days after the alleged event, or thirty (30) calendar days after the grievant or the Association became aware or should have become aware of

the event, whichever is later. The employee or the Association will reduce the grievance to writing on a form provided for this purpose. A copy of the grievance form will be filed with the department and/or building administrator, the Director of Human Resources, and the Association. A meeting to discuss the grievance will be held within fifteen (15) working days of said filing, the date of such meeting being subject to extension by mutual consent. A decision by the department or building administrator will be rendered on the grievance within five (5) workings days of such meeting.

6-1.4 ***Step 3.*** If a grievance has not been resolved at the building or department level, the employee or the Association, within five (5) working days will appeal the grievance and schedule a meeting with the appropriate Cabinet Administrator. A meeting to discuss the grievance will be held within fifteen (15) working days, the date of such meeting being subject to extension by mutual consent. A decision will be rendered on the grievance within five (5) working days of such meeting.

6-1.5 ***Step 4.*** If the grievance has not been resolved at the Cabinet Level, the employee or the Association, within five (5) working days, will appeal the grievance and schedule a meeting with the Superintendent and/or his/her designee. A meeting to discuss the grievance will be held within fifteen (15) working days, the date of such meeting being subject to extension by mutual consent. A decision will be rendered on the grievance within five (5) working days of such meeting.

6-1.6 If the grievance has not been resolved by the Superintendent, the Association may submit the grievance to arbitration within ten (10) working days from the date of the Superintendent's decision. The arbitrator will be selected from a panel of arbitrators provided by the Bureau of Mediation in accordance with its Rules which will likewise govern the arbitration proceeding. The District and the Association will not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party in the grievance procedure. The arbitrator will have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before the arbitrator but will not have the authority to amend or modify this Agreement, or to make a determination in areas which are subject to the negotiations or affect the taxing power of the Board or its responsibility for public funds, nor make determination on matters that must be adjudicated under a method of review prescribed by law. Both parties agree to be bound by the award of the arbitrator.

6-1.7 The fees and expenses of the arbitrator will be shared equally by the parties. The expenses of witnesses, including wages, shall be borne by the party requiring their testimony. There shall be no loss in wages for the grievance chairperson or his/her designee who participates on behalf of the Association in the arbitrator hearing. The designee of the grievance chairperson may not be the grievant or a witness.

6-1.8 The timelines specified herein for the appeal of grievances are mandatory and are to be strictly enforced. If an appeal of the grievance to the next step is not timely filed, the grievance in question shall be deemed with prejudice and not be subject to arbitration. The District's failure to respond in a timely manner at any step of the grievance procedure will entitle the Association to proceed to the next step of the grievance procedure as if the District denied the grievance.

6-1.9 The District will furnish to the Association information necessary to the intelligent and expeditious resolution of specific grievances of members of the bargaining unit. The District will have the same right to receive pertinent information from the Association.

6-1.10 Nothing contained herein will prevent the Association from presenting a group grievance. When such a grievance occurs, the first step will begin at the level of the Cabinet Administrator.

6-1.11 Discharge and discipline cases involving loss of pay will also begin at the level of the Cabinet Administrator, unless the action was initiated at this level, in which instance the case will initially be heard at the next level of supervision. These cases will be heard as soon as practical after the action takes place, but no later than fifteen (15) working days.

ARTICLE VII
WAGES AND BENEFITS OF EMPLOYMENT

7-1 Wages. The wage schedule will apply to employees actively employed by the District as of July 1, **2022** for the remaining years of this Agreement (see Appendix A).

7-2 Insurance Benefits. Employees shall be eligible for coverage for medical, prescription, vision and dental insurance with a shared premium cost outlined in Article VIII.

7-3 Probationary Period. All new employees (including terminated employees, employees who have resigned and employees who have taken any leave of absence not approved by the Board of School Directors who are later rehired) shall be regarded as "probationary employees" for a period of ninety (90) work days following their last date of hire, except that the District and the Association may agree, in writing, to extend such probationary period when warranted by individual circumstances. Only those days worked in which such employees complete fifty percent (50%) or more of their normal daily assignments shall be credited toward the completion of the ninety (90) work day period. The District retains and shall be vested with the exclusive managerial right to transfer, discharge, layoff, suspend or discipline probationary employees without challenge. Probationary employees shall be covered by all other terms and conditions of this Agreement except that they shall not have access to the Grievance Procedure described in Article VI of the Agreement in connection with the transfer, discharge, layoff, suspension or other disciplinary action.

7-4 Job Descriptions. Job descriptions will be continually reviewed and updated during the term of the contract.

7-5 Job Classification.

7-5.1 A committee composed of support staff and administration will be developed for the purpose of discussing possible salary discrepancies among job classifications and/or adjustments necessitated by market based needs. The results of such discussion will be recommended to the Board for its consideration with the understanding that no salary decreases will be recommended without consent of both parties.

7-6 Head Custodians. Head Custodians with building responsibility as defined below will receive compensation in addition to their regular hourly rate as follows:

- with pupil enrollment of 1500-2500: $.10 per hour

- with pupil enrollment in excess of 2500: $.15 per hour

7-7 Helpers. Helpers will be paid the bus drivers' rate or the regular rate, whichever is higher, if required to drive a bus route because of emergency.

7-8 Leaders. Leaders will be paid $.20 per hour more than the highest paid classification reporting to the leader.

7-9 Promotion – Demotion

7-9.1 An employee who changes to a higher classification will receive the pay rate for the new classification.

7-9.2 In the event that an employee requests and is moved to a lower classification through the bidding procedure, the pay rate of the employee will be adjusted downward to the pay rate of the new classification.

7-10 Work Day, Work Week, Hours of Work, Regular Rate, etc.

7-10.1 Work Day. The work day will consist of any twenty-four (24) hours in a pre-established work schedule.

7-10.2 Work Week. The work week will consist of five (5) days from Monday through Sunday. Employees who worked for the District on a full-time basis as of the date of ratification of the 2018-2022 agreement shall not be assigned to work on Saturday and Sunday as part of their regular work week unless they voluntarily accept such an assignment. Employees, both part-time and full-time, hired after the date of ratification of the 2018-2022 agreement can be assigned a regular work week of five days between Monday and Sunday of any given week.

7-10.3 Hours of Work. The regular hours of work will be designated to each employee at the time of hire or once hired, if the regular hours change, those hours will be designated by written or verbal communication by his/her immediate supervisor.

7-10.4 Working Hours - Lunch Period. The starting and finish time, and lunch time when applicable, will be determined by the Administration. Lunch time is not considered in computing working time. The assigned lunch period will be duty free.

7-10.5 Work Hour. Work hour means any period of sixty (60) consecutive minutes computed from the time the employee begins work. Employees in the bargaining unit will suffer no loss in either wages or credited time worked due to inexact time clocks.

7-10.6 Regular Rate. Regular rate means base rate or the rate of pay to which an employee is entitled according to the provisions contained in the Agreement.

7-11 Extra Work

7-11.1 Authorization. The District will not be held responsible for the payment of unauthorized

overtime. Only the Business Administrator or his/her designee may authorize overtime work.

7-11.2 Hourly Threshold. Employees required to perform work in excess of 40 hours in any week from Monday through Sunday shall be compensated at the rate of one and one-half (1½) times the straight time hourly rate of pay. Vacation time approved a minimum of five (5) work days prior to the date of absence-shall be considered as "work hours" in the computation of hours worked. (For work during holidays, see section 7-20.11)

7-11.3 Assignment of Extra Work. Extra Work shall first be offered to employees who work in the buildings where the extra work is assigned on a rotating/round robin basis with the most senior employee being offered the work first and less senior employees thereafter provided that the District has the right to assign extra work to an employee outside of the extra work rotation if certain capabilities or experience are required to perform the extra work.

In the event the extra work is scheduled in advance in the custodial area, head custodians, leaders, custodians and cleaners shall be eligible to work the same on a rotating/round robin basis based on seniority. In the event that extra work is unanticipated or unscheduled, the employee who works in the area of a building where the extra work will occur shall have the right of first refusal for such work and if he/she is unable to work, the extra work shall be assigned on a rotating/round robin basis based on seniority. For building checks, the Head Custodian shall have the discretion to delegate this extra work to himself/herself, the Lead Custodian and/or custodians who work in the building where such building checks are performed. Pool work outside the normal schedule shall be assigned consistent with the extra work rotation provided that the District shall have the right to restrict the assignment of work to employees having certain capabilities or experience, if there is a need for the same. In these instances, the extra work will be counted as a turn in the extra work rotation.

7-11.4 For drivers who drive for a team or special function event, the period between the time the group is dropped off at a destination and the vehicle begins the return trip back to the District shall be paid at seventy-five percent (75%) of the regular rate for trips and activities. (Driver is not subject to seventy-five percent (75%) downtime if working, including, but not limited to loading and unloading, during the event.)

7-12 Special Events (Food Services).

7-12.1 Assignment of work to special events will be made on an equitable rotating system based upon seniority. Such assignments will be made first within the building housing the special event. When additional help is needed for this purpose to complete the work force, the opportunity will be offered to all other employees on a rotating basis according to their seniority, regardless of classification. Employees who refuse the opportunity will be passed over until their turn occurs again.

In the event that special talents, such as a cook or baker are needed from outside the kitchen concerned, assignment will be made by seniority within the specific classification required.

7-12.2 Catering Rate. Employees who work special events for the District outside their regular work hours shall be compensated at the Regular employee rate associated with the job assigned.

7-13 Temporary Work in Another Classification. Employees temporarily assigned to a higher rated classification for a reasonable period of time (five [5] days cumulative) or if required to perform the major skills and/or duties of the higher classification during such temporary assignment, shall be paid the rate of the higher classification.

Employees temporarily assigned to perform tasks usually performed by other employees in a lower rated classification shall suffer no loss of pay as a result of such assignment.

7-14 Pay Practice. Employees will be paid on a bi-weekly basis. Time card employees will experience a two (2) week pay holdback. Direct deposit shall be mandatory for all Employees.

7-15 Compensation in Case of Work Connected Injury or Disease. Any employee who is absent as a result of occupational injury or disease sustained in the course and scope of his/her duties will receive full compensation during the absence within the limits of the individual's remaining accrued sick leave by using one-third of a sick day. Medical expenses will be reimbursed by the Board within the limits defined in the Worker's Compensation and Occupational Disease Laws of Pennsylvania, as amended. During the period in which the employee receives full pay, his/her pay will be computed by adding to the compensation benefit prescribed by law, the difference between the compensation benefit and the individual's normal pay.

The Employee shall have the option of either accepting their Worker's Compensation check or, they can accept their Worker's Compensation check and utilize one-third (⅓) of a sick day which shall be deducted from their accrued sick leave.

In the event that an employee is injured in the course and scope of his/her employment as a direct result of an assault by a student, and the employee is removed from work by one of the medical practitioners on the District's Workers' Compensation Panel, District shall cover the full cost of lost time wages due to said employee's inability to work from calendar day one (1) up to calendar day seven (7) of the absence. An employee so injured shall not be required or permitted to use any earned leave benefits during this seven (7) day period. In the event that Workers' Compensation lost wages are paid to the employee for any of the first seven (7) days, said payments shall be returned to the District upon receipt.

7-16 Severance Benefits.

7-16.1 Full-time and part-time employees with a minimum of ten (10) years of service in Neshaminy School District shall be entitled to a severance benefit in an amount equal to their unused sick leave times seventy-two dollars ($72) per day upon resignation, retirement or death.

7-16.2 Only that portion of unused sick leave accrued in the service of Neshaminy School District may be used in the computation. No limit is established as to the number of sick days used in this computation.

7-17 Jury Duty: Witness Subpoena. When required to serve as juror, witness or litigant in civil or criminal court proceedings, an Employee will notify his supervisor immediately upon receipt of official notice. There shall be no loss in pay or a requirement for Employees to use paid leave for

District business or jury duty. Should the Employee be subpoenaed for other reasons, the Employee shall have the option to utilize available personal leave or vacation days or be granted a day without pay.

7-18 Death in the Family

7-18.1 Up to five (5) days paid leave of absence will be granted to full-time and part-time employees in the bargaining unit because of death in the employee's immediate family. Immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandfather, grandmother, grandchild or near relative who resides in the same household, or any person with whom the employee has made his home.

7-18.2 Whenever a Food Service employee is absent because of the death of some other relative or close friend, there will be no deduction in salary for absence on the day of the funeral. This benefit shall be limited to one use per year.

7-19 Holidays

Holidays are based on position, and work year. The cart below summarizes eligible holidays.

Holiday	FT	Part Time	Food Service	Transportation FT	Transportation PT	Aides FT	Aides PT
4th of July (12 Mth only)	Y	Y	Not Working in Summer Months				
Labor Day	Y	N	N	Y	N	Y	N
Veterans	Y	Y	Y	N	N	Y	Y
Thanksgiving	Y	Y	N	Y	Y	Y	Y
Christmas Eve	Y	N	N	Y	N	Y	N
Christmas Day	Y	Y	Y	Y	Y	Y	Y
Day After Christmas	Y	Y	Y	Y	Y	Y	Y
2nd Day After Christmas	Office, custodial, maintenance, admin all report			Y	Y	Student Based staff do not report - not a holiday	
3rd day after Christmas	Office, custodial, maintenance, admin all report			Y	N	Student Based staff do not report - not a holiday	
New Year's Eve	Y	Y	Y	Y	Y	Y	Y
New Year's Day	Y	Y	Y	Y	Y	Y	Y
President's Day	Y	Y	N	Y	Y	Y	Y
Thurs Spring Recess	Y	N	N	N	N	Y	N
Good Friday	Y	Y	N	Y	Y	Y	Y
Memorial Day	Y	N	N	Y	N	Y	N
PERSONAL HOLIDAY	Y	Y	N*	Y	Y	Y	Y**/N

*Food Service employees with a start date prior to 7/1/1993 do receive a Personal Holiday

**Must be scheduled 5 hours or more to receive Personal Holiday

7-19.1 All bargaining unit members who have available personal leave may use one of those available days to take the Friday following Thanksgiving as a paid day.

7-19.2 Part-time employees required to work in the summer months will receive one (1) extra holiday with pay, namely July 4th.

7-19.3 Personal Holiday. An employee who intends to take the Personal Holiday must give at least one (1) week prior notice to his/her supervisor, unless the holiday is used to offset an extreme emergency. Approval to take the holiday at the time requested will not be unreasonably withheld. It is suggested that it be taken when the children are not in school.

7-19.4 Holiday pay will be included with pay for the pay period in which the holiday occurs. Holiday pay is determined by the number of hours regularly scheduled each day.

7-19.5 In order to be eligible for holiday pay, the employee must work on the scheduled working day immediately following the holiday with the following exception: employees not ordinarily scheduled to perform work during Christmas/New Year's period must work the scheduled work day preceding Christmas to be eligible for the Christmas holidays and/or the scheduled work day following the New Year's holiday to be eligible for the New Year's holidays. To be eligible for these four (4) holidays, the employee must satisfy both requirements, unless excused in writing by the immediate supervisor or on presentation of a doctor's certificate.

7-19.6 Whenever an employee is required to work on any of the holidays hereinbefore mentioned, the employee will be paid at one and one-half (1½) times the hourly rate of pay for all hours worked in addition to the pay the employee would ordinarily receive for the holiday.

7-19.7 If any of these holidays falls on Saturday or Sunday, another day will be designated by the District Superintendent.

7-19.8 It is hereby agreed and understood as follows:

a. If the District is closed for students and teachers on the days leading up to the Thursday and Friday of Spring Recess, members of the support staff who are regularly assigned to work may elect to use vacation, personal holiday, personal leave day–provided for in the Collective Bargaining Agreement. These leave days may be used on any/all of the three days leading up to the paid holidays of Thursday before Good Friday and Good Friday.

7-19.9 Food Service Personal Holiday. Food Services personnel with a starting date prior to July 1, 1993 shall be granted a personal holiday notwithstanding the language of the Collective Bargaining Agreement. Food Service Employees with a starting date on or after July 1, 1993 shall not be granted a personal holiday.

7-20 Vacation.

7-20.1 All twelve-month full-time maintenance, custodial, skilled trades, technology and secretarial employees will be granted vacation time according to the following schedule:

Years of Service	Vacation Earned at the Rate of:
1 - 4 years of service	10 days/year (00.8 days/month)
5 - 11 years of service	15 days/year (1.25 days/month)
12 - 19 years of service	20 days/year (1.65 days/month)
20+ years of service	25 days/year (2.08 days/month)

Employees transferring into a vacation eligible position will be placed at year one on the schedule above are eligible for 100% of benefit time. Employees moving from one vacation eligible position into another vacation eligible position shall retain accrued vacation leave from the former position.

7-20.2 Twelve (12) month part-time staff will be granted vacation days, to be taken only during the summer months or when school is not in session, according to the following schedule:

All employees will receive ten (10) days vacation per work year.

Current non-twelve-month employees who are on active employment who enter into a part time twelve (12) month position will receive ten (10) days.

When a part time twelve (12) month employee receives a full time position with the entitlement of vacation time, the employee will immediately convert to the appropriate vacation-earning rate.

7-20.3 Credit for vacation time will be accumulated for each month of completed service on a pro rata basis. For example, a person employed on a twelve (12) month basis who is entitled to ten (10) days vacation time will be entitled to five (5) days vacation time after he/she has completed six (6) months of employment.

7-20.4 All vacation time earned in one school year will be taken in such year or the following school year. There will be no carryover of vacation without special written permission from the Superintendent, such permission being in the sole discretion of the Superintendent.

7-20.5 Vacation schedules will be approved by the immediate supervisors. To keep educational services at an efficient level in all departments, the procedure in vacation schedule preparation will be as follows:

a. Employees must schedule vacation in each department (high school, middle school, elementary, and other departments) so as to ensure adequate coverage.

b. Twelve-month employees are encouraged not to take vacation while school is in session unless required to work full time during summer months. Twelve-month custodians, however, are encouraged to take vacation while school is in session as the District has a definite need for their services during the summer in order to prepare the buildings for the return of the students.

c. Date preference for those vacation requests that are granted will be given on the

basis of seniority.

7-20.6 Eligible employees will be permitted to use their vacation entitlement at their own discretion provided that prior approval has been obtained from their immediate supervisor and provided it is consistent with the terms of this section. Employees with 10, 10½, and 11-month commitments must take their vacation within the current term of their employment commitment. Vacation for these employees may not be accrued from school year to school year.

Employees being assigned from a 10-month to a 12-month position effective at the start of a school year may carry over vacation days accumulated during their last year as a 10-month employee into their first year as a 12-month employee.

Those employees mentioned above may request to borrow earned vacation days if no other days are available.

Grandfathered Employees who currently work 10, 10½, and 11 months shall retain vacation but this vacation shall be frozen at the 2013-2014 amount. Any 10, 10½, and 11 month Regular Employees shall not be eligible to receive vacation.

7-21 Resignation – Notice.

7-21.1 An employee intending to resign will give a minimum of two (2) weeks' notice. Failure on the part of the resignee to give notice will result in the forfeiture of vacation pay. It is understood that the employees in such cases will work up to the day before his/her resignation becomes effective.

7-21.2 Individuals who are forced to resign because of a medical emergency, proof of which shall be furnished to the District, will receive their unused earned vacation and will be exempt from the aforementioned requirements.

7-22 New Hire Employees. Part-time Employees who apply for and are granted a full-time position shall be treated as other full-time employees for purposes of pay and benefit.

ARTICLE VIII
INSURANCE

8-1 Medical-Surgical Insurance. The District agrees to pay the premium cost less the employee contributions **of the base plan** provided below for full time employees and their dependents who elect such coverage and who are eligible for benefits. As of the date of the signing of this Agreement, those plans are as follows for the school years 2022-2023, 2023-2024 and 2024-2025:

Base Plan - Keystone POS (KPOS) $15/$25/$250 with a 14% employee premium share and an additional 6%, totaling 20% for dependent premium share.

Employees may purchase up or down to the following plans, paying the difference, or receiving a price reduction between the employer cost of the KPOS base plan and the total cost of the following

plans:
Personal Choice $20/$40/$350: Buy up pays cost difference from base plan.
Open Choice HDHP $0/$0/$0 after deductible: Buy down **reduces** cost difference from base plan.

A Health Savings Account (HSA) will accompany Open Choice HDHP, in accordance with the Affordable Care Act. The District will provide $500 to the HSA for single employees and $1000 for employees with dependents who choose Open Choice HDHP. The deposits will be made on a quarterly basis for the previous three months worked.

All plans must be with 15/25/40/100 Prescription Plan.

For Plan years 2025/26 and 2026/27:
The district agrees to pay the premium cost less the employee contributions of the base plan provided below for full time Employees and their dependents who elect such coverage offered by the district and who are eligible for benefits.

Base Plan - Keystone POS (KPOS) $15/$25/$250 with a 15% employee premium share and an additional 6%, totaling 21% for dependent premium share.

Employees may purchase up or down to the following plans, paying the difference, or receiving a price reduction between the employer cost of the KPOS base plan and the total cost of the following plans:
Personal Choice $20/$40/$350: Buy up pays cost difference from base plan.
Open Choice HDHP $0/$0/$0 after deductible: Buy down **reduces** cost difference from base plan.

Medical Plans	Employee Medical	Dependent Medical	Prescription Plan (Must take with Medical)	Employee Prescription	Dependent Prescription
2022-2025 Effective retroactively to July 1, 2022					
KPOS 15/25/250	14%	20%	15/25/40/100	18%	20%
PC 20/40/350	Buy-up	Buy-up	15/25/40/100	18%	20%
HDHP - annual employer contribution to HSA $500/$1000	Buy-down	Buy-down	15/25/40/100	18%	20%
2025-2027					
KPOS 15/25/250	15%	21%	15/25/40/100	19%	21%
PC 20/40/350	Buy-up	Buy-up	15/25/40/100	19%	21%
HDHP - annual employer contribution to HSA $500/$1000	Buy-down	Buy-down	15/25/40/100	19%	21%

Part-Time Employees. Part-Time employees of the District may participate in the medical-surgical, major medical insurance programs of the District, if they so desire, but must pay the full cost of their program.

Dependent monthly cost less District contribution equals Employee contribution. Deduction determined by Employee contribution times twelve (12) divided by twenty-two (22).

All Regular Employees' insurance eligibility shall be governed by the Affordable Care Act with regard to the 30-hour threshold as determined by the District's one-year look-back period.

Part-Time Benefits. Notwithstanding the language appearing in Article VII relevant to part-time Employees' lack of entitlement to benefits if they do not work thirty (30) hours, part-time Employees receiving benefits as of June 30, 1993 for working twenty-five (25) hours shall continue to receive such benefits during the term of the Collective Bargaining Agreement provided they continue to work twenty-five (25) hours on a regular basis. More specifically, part-time employees working twelve (12) months a year who currently receive a personal holiday will continue to receive the same.

The District will provide coverage only for those hospital/medical/surgical bills specifically covered by the plans set forth in this agreement. The above-noted employee premium share shall be withheld on a twice-monthly basis and will be processed through a premium only Section 125 Plan. For all bargaining unit members, the premium share will be divided equally over twenty-two (22) pays.

8-2 Source of Coverage. The District shall not be obligated to provide the foregoing benefits through any particular provider or carrier but, rather, may provide the foregoing benefits through an insurance policy, trust plan, self-insured program or any other means which it deems appropriate from time to time, provided that the coverage extended to employees shall directly correspond, but not necessarily be identical, to the existing coverage. It is specifically understood that the District may change the source of coverage during the term of this Agreement and that there shall be no past practice established as to any particular source of coverage during the term of this Agreement provided, however, that the District, without relinquishing its right to unilaterally act as specified herein, shall grant the Association sixty (60) days for the purpose of granting the Association an opportunity to confer with the District regarding the same.

8-3 Dental Plan. Except as set forth in Section 8-3.1, the District will pay the premium less a seventeen percent (17%) employee premium share for the full-time employees and their dependents' participation in a basic Dental Plan with the Periodontic (seventy-five percent [75%] UCR) and Orthodontic Rider comparable to the basic plan currently offered. The coverage will also include oral surgery, crowns, inlays, etc. The above-noted employee premium share shall be withheld on a twice-monthly basis and will be processed through a premium only Section 125 Plan. For all bargaining unit members, the premium share will be divided equally over twenty-two (22) pays.

8-4 Disability Insurance

8-4.1 Short Term The District shall provide a disability benefit for each participating full-time employee not to exceed $1,000 per month, if warranted, if such coverage is subscribed to under the District group plan. The plan shall be for a maximum of fifty-two (52) weeks with a fourteen (14) day waiting period.

8-4.2 Long Term The District will select an insurance program that provides basic coverage (with limitations) in the amount of $1,100 per month payable after three hundred sixty-five (365) days of disability until Social Security Normal Retirement Age.

8-4.3 Purchase of Insurance Part-time staff working one position of four (4) hours or more per day may purchase disability coverage at their own expense.

8-4.4 Coordination of benefits During any period when disability payments are paid under either short-term or long-term disability plans pursuant to Sections 8-4.1 or 8-4.2, no sick leave, worker's compensation, or other forms of paid leave or paid benefits shall be due or payable to the Employee receiving disability pay.

8-5 Life Insurance

8-5.1 The District will provide each full-time employee with a group term life insurance policy at no cost to the employee. The amount of such insurance will be equivalent to twice the basic annual salary of the Employee rounded to the nearest thousand dollars, but in no instance will be less than Ten Thousand Dollars ($10,000).

All full-time Employees may purchase additional life insurance under a group plan selected by the District.

8-6 Vision Care Plan. Except as set forth in Section 8-6.1, the District will pay the premium less a seventeen percent (17%) employee premium share for the full-time employees and their dependents' coverage only in Managed Vision Care Option II or comparable plan with a $20.00 co-pay. The above-noted employee premium share shall be withheld on a twice-monthly basis and will be processed through a premium only Section 125 Plan. For all bargaining unit members, the premium share will be divided equally over twenty- two (22) pays.

8-7 Prescription Plan. Except as set forth in Section 8-7.1, the District will pay the premium less eighteen percent (18%) for 2022-2023, 2023-2024, 2024-2025 and nineteen percent (19%) for 2025-2026 and 2026-2027. Employee premium share includes family coverage for an additional 2%, for the eligible full-time employee's subscription under a Prescription Drug Program subject to a $15 deductible for generic formulary drugs, a $25 deductible for brand formulary drugs, a $40 deductible for non-formulary brand drugs, and $100 for specialty drugs. The Prescription Plan is only available with a Medical Plan. See 8-1 for details. The above-noted employee premium share shall be withheld on a twice-monthly basis and will be processed through a premium only Section 125 Plan. For all bargaining unit members, the premium share will be divided equally over twenty-two (22) pays. The Plan shall include mandatory maintenance drugs mail order at a ninety (90) day

copay of $30/$50/$80/$200.

8-8 Dual Insurance Coverage. No employee who is eligible for dependent coverage 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. An employee whose spouse is also a District employee is not eligible for multiple or duplicate health insurance coverage. No employee or dependent shall be covered by more than one policy, and no employee may be covered both as a subscriber and as a dependent unless it would cost the District less to allow the employee and dependent to be placed on more than one policy (i.e., two single policies) in which case the District may, at its discretion, allow that to occur. The provisions of this Section are also applicable to prescription, dental, and vision insurance coverage.

8-8-1 Any dependent spouse of an employee, who is provided health insurance coverage through their employer is not entitled to be a dependent on the school district's health insurance plan, except as qualified below.

Spousal coverage will be provided only to a spouse who shows certification annually that he/she is not entitled for coverage elsewhere. If a spouse who is not eligible to be on the District's plans wishes to do so he/she shall be charged the following amounts per month of coverage in addition to the premium share already called for in this collective bargaining agreement:

Year 1-$50/month of coverage.
Year 2-$50/month of coverage.
Year 3-$50/month of coverage.
Year 4-$75/month of coverage.
Year 5-$75/month of coverage.

This provision will become effective 30 days after final ratification of the collective bargaining agreement.

b. If a spouse has medical coverage elsewhere but not dental and vision with their outside employer, the spouse can still get dental and vision coverage with the District at the regular dental and vision premium share rate.
c. If a spouse has medical coverage elsewhere, and dental and/or vision with their outside employer, the spouse can still get dental and vision coverage with the District.
i. Full surcharge applies if the spouse remains with both those district plans and half the surcharge amount applies if the spouse selects one or the other of those plans.

8-9 Insurance (Leave of Absence). Employees on approved leaves may participate in those insurance plans for which they are eligible but at their own expense.

8-10 Insurance Coverage (Layoff). In the event of a layoff for a period of less than thirty (30) calendar days, the District will continue the insurance programs of the participating full- time employee.

8-11 COBRA Law. The COBRA program will be available for eligible persons.

8-12 Patient Protection and Affordability Care Act. If, at any time during this Agreement or before a successor Agreement is reached, the premium for any plan will exceed the threshold

amount as stated in the Patient Protection and Affordability Care Act (or as stated in any applicable federal or state legislation enacted hereinafter) so as to subject such a plan to a tax or fee, the parties agree to the following process:

a. The District shall notify the Association that it has decided that a significant increase in health care costs has developed due to one of the reasons noted above and what it intends to do to eliminate those increases.

b. In the absence of mutual agreement on how the issue will be addressed within thirty (30) calendar days after the District provides the information required by Section a, a disagreement will be deemed to exist. Either party may then request binding arbitration by notifying the other within ten (10) days of the disagreement date. A request to the Pennsylvania Bureau of Mediation for a list of arbitrators will be made by the notifying party immediately thereafter and an arbitrator will be selected from the list. The arbitration concerning this issue will proceed as follows:

(1) Within ten (10) calendar days of the receipt of the request to arbitrate, each party shall submit to the other its proposal for addressing the issue.

(2) The selected arbitrator shall be required to conduct a hearing within thirty (30) days or as soon as practicable thereafter, and then shall be required to choose either the Association's proposal or the District's proposal. The proposal selected by the arbitrator shall become a part of the Agreement and will supersede any affected provisions of the Agreement.

ARTICLE IX
OTHER WORKING CONDITIONS

9-1 Inclement Days.

9-1.1 Although classes may be cancelled due to inclement weather, full-time maintenance, building and grounds, custodial, shipping and receiving and office staff employees are expected to report to work unless the District Superintendent or his designee declares an emergency situation and specifically advises each of these groups and/or individuals that they are exempt from reporting to work. Clerical employees shall report to work as requested. The above exemptions must be authorized by the Superintendent.

In the event that classes are cancelled and offices are closed, identified Essential Personnel called in and required to work shall be paid time and one-half (1½) for all scheduled hours worked or hours worked, whichever is greater.

9-1.2 Eligible employees who desire to absent themselves from their duties on a snow day may do so without pay or take a personal day or vacation day if required to work.

9-2 Lunch Period (Full-Time only). An assigned lunch period will be duty free.

9-3 Personnel Files.

9-3.1 A copy of material related to the employee's conduct, service, character or personality, including evaluations, will be furnished to the employee and will be made part of the personnel file. The employee will have the opportunity to review documents made part of the file and submit an explanation thereof, which will also become a part of the file if so desired.

9-3.2 An employee is granted the right to examine the District file which is located in the Office of Human Resources. Reports held as confidential to the District, e.g., references, recommendations and remarks supplied to the District in confidence, will be removed prior to said examination.

9-4 Physical Examinations. Employees who are required to secure a medical examination from a physician of the Board's choosing will suffer no loss of pay and will be reimbursed all costs of securing such examination. This provision applies to post-employment physical examinations and tests.

9-5 Position Postings – Transfers.

9-5.1 The District will post online and in each building a memorandum of all vacancies and/or newly created positions. A vacancy is a permanent position that is newly created or currently unoccupied and that the District intends to fill. The District will also post all long-term substitute vacancies that result from Board-approved extended leaves. The posting will be made not less than five (5) days prior to the published deadline for submitting applications and will include general details of the position. Copies of all such postings will be sent to the Association. Applications must be completed online. The District will provide access to a computer for that purpose.

9-5.2 When a job vacancy occurs, the District will initially consider but not necessarily award such position to applicants from within the bargaining unit. If one or more current employees apply for a vacant job assignment within their current job classification, the District shall award the position to the employee applicant provided his/her performance and disciplinary record are void of unsatisfactory review and chastisement respectively. If more than one employee applicant is eligible to fill the vacancy, the District shall have the right to select the employee applicant it prefers to fill the vacancy. Employees who have requested a voluntary transfer to a vacant position will be considered an applicant for the vacant position if they notify the District of their interest in such position during the posting period.

The District shall have the right to specify, measure and test job-related qualifications, training and capabilities of employees applying for vacant job assignments.

In instances when an employee within a job classification is not awarded a job vacancy, the vacant position will be filled with the most qualified and capable employee or non-employee applicant, the District reserving unto itself the right to assess such qualifications and capability on a case-by-case non-precedential basis. The District only agrees to interview employee applicants having disciplinary and performance records void, for the previous thirty-six (36) months, of unsatisfactory review and chastisement respectively and who have successfully completed job related tests administered by the District. Applicants applying for the same or similar positions during any three-month period will only be interviewed one time by the appropriate administrator or supervisor.

If two (2) applicants from within the unit at any time are adjudged by the District to be equally capable and all other factors such as ability to do the job are equal, the position will be awarded to the person with the greatest seniority.

Should the Association seek to challenge a decision by the District to grant the less senior of two internal candidates a position, the Association will have the initial burden of proving that the District acted in an arbitrary or capricious manner when it concluded that the two candidates were not equally capable and all other factors were not equal and appointed a less senior bargaining unit member.

9-5.3 A transfer is a change in an employee's job assignment within the same job classification. Consensual transfers shall be permitted. An involuntary transfer occurs when the District reassigns an employee to another job assignment in instances when no request for a change in job assignment has been made by the employee. Temporary involuntary transfers shall be made at the sole discretion of the District, such temporary transfers being defined as changes in job assignments for thirty (30) days or less. Permanent involuntary transfers shall be based on legitimate job-related reasons and not for arbitrary or capricious reasons. All involuntary transfers shall be subject to the approval of the Director of Human Resources and/or his successor. A request by an employee to transfer to a different building or position will be made in writing. Copies of the request will be filed with the immediate supervisor, the Association, and the Office of Human Resources by the employee. The application will set forth the reasons for transfer, the school, department or position sought, and the applicant's qualifications for the position sought.

9-5.4 Extended Leave Vacancies. The District will permit a regular employee to apply for a posted long-term temporary position. If the regular employee is selected for the temporary long-term position, the wages and benefits will be the same as provided for in the vacant position. If the employee on the long-term leave returns to work, the regular employee will return to his/her previous position without a break in service. For any one temporary long-term vacancy, this will apply to a maximum of two (2) regular employees.

9-6 Seniority.

9-6.1 Definition. Seniority is defined as the length of continuous service of the employee from the most recent date of hire in a bargaining unit position. Seniority will be interrupted by resignation, discharge for cause, or failure to report within five days of a notice to return to work sent by certified mail to the last address on the District's personnel records. Seniority shall be maintained during periods of approved paid or unpaid leave, including during periods of layoff and during absences due to injuries or illness covered under the Workers' Compensation Act.

Ties in seniority at ratification of this July 1, 2022 contract – In the event that two or more 'new' tier current NESPA bargaining unit members have the same Board approval date the total hours previously worked in the district as a bargaining unit member prior to the date of that Board approval will break the tie. If a tie still exists, the post ratification tie breaker below will govern.

Ties in seniority post ratification of this July 1, 2022 contract – In the event that two or more newly hired NESPA bargaining unit members have the same Board approval date, a drawing of those names involved in the tie shall occur as soon as practicable following Board Approval. All

those involved in the tie, or their designee, must be present for the drawing.

9-6.2 Reduction in force. When a reduction in force or layoff becomes necessary, it will be affected by classification in the reverse order of seniority.

In the event of a strike by certified personnel, a minimum of twenty-four (24) hours' notice will be given, where possible, prior to a layoff of building and grounds personnel and office staff. Such notice shall not apply to aides and food service personnel who work directly with teachers and students.

9-6.3 Recall. When persons who are laid off are recalled, recall will be affected in the reverse order of layoff. When there are employees within a classification on layoff, vacancies which occur within that classification will not be posted as described in Section 9-5 but will first be filled by laid off employees within the classification. In this case, the posting procedure will be waived and the next person to be recalled from layoff in the classification required will be placed in the vacant position.

Refusal to accept recall to a lower rated position shall not constitute a waiver of an employee's right of recall to a position which is the same or similar to the one from which the employee was laid off. Acceptance of recall to a lower rated position shall not constitute a waiver of the employee's right of recall to a position which is the same or similar to the one from which the employee was laid off. All other vacancies will be posted as described in Section 9-5.

9-6.4 Job Elimination. When a position covered by this Agreement is eliminated, the District will endeavor to reassign the employee affected to another position of equal status. If this is not possible and the employee is placed in a position of lesser status, then the employee will not receive any reduction in pay, but the pay of that employee will be frozen until the rate for the new classification exceeds the rate of the employee.

9-7 Education, Training, In-Service.

9-7.1 The District will provide professional in-service training for employees requiring training in order to meet the requirements of their jobs provided that such training is not available from the District and monies have been budgeted by the Board for the training requested.

9-7.2 Tuition for college-level courses shall be reimbursed up to six (6) credits per year at the rate of up to $200.00 per credit. Non-college courses will be reimbursed up to $200 per course. All courses require prior approval and must be directly related to the employee's job in the District. Reimbursement shall depend upon submission of documentation from an accredited college/school indicating the cost of the course and the achievement of a grade of "B" or better or a grade of pass if no letter grades given.

9-8 Travel Allowance (Mileage). Any employee who is required to use a privately owned vehicle in the performance of school duties will be paid the IRS rate per mile.

9-9 Work Breaks. Part-time employees regularly scheduled to work four (4) hours or more will be permitted to take one (1) ten-minute break during the course of their work day. Each full-

time employee will be permitted to take a ten-minute break during the first half of her/his work day and one (1) ten minute break during the second half of her/his work day. Full time Food Service employees will be permitted to take their two (2) ten-minute breaks at a time appropriate to the operational needs of the department and without the time constraints as mentioned in the previous sentence. In no instance will the breaks exceed ten (10) minutes from start to finish. The breaks must be taken at a time and place approved by the supervisor.

9-10 Just Cause/**Working Conditions (General).** An employee will not be disciplined, reprimanded, reduced in rank or denied compensation or advantage provided for in this Agreement without just cause, just cause being interpreted consistent with Appendix B. Any such action asserted by the Board or any agent thereof will be subject to the grievance procedure herein described.

9-11 Working Assignment. Work assigned to employees in the bargaining unit will be performed by employees in the bargaining unit. Such work will not be performed by supervisory personnel whose primary responsibility is to manage, direct or otherwise supervise tasks assigned. Nothing contained herein will be construed to deny the right of supervisory personnel to perform bargaining unit work when the purpose of such work is to train or instruct employees or in case of an emergency, such as the absence of a scheduled worker(s) and the unavailability of a substitute. This provision will not apply to cook-managers. The Director of Food Services or food service manager shall have sole discretion with regard to what type of bargaining unit work is assigned to supervisory personnel in instances of training or emergencies as herein described.

9-12 Uniforms. Automotive mechanics and automotive mechanics' helpers will be provided with uniforms, summer weight and winter weight, where applicable. Maintenance mechanics and maintenance helpers will be provided with a set of coveralls, where applicable. Custodians and food service workers will be subject to a dress code mutually developed by the Association and District. The cleaning and care of the uniforms will be the responsibility of the employee. Replacement uniforms will be issued only on the return of the prior issue.

9-13 Co-Curricular Courtesy Privilege.

9-13.1 The District agrees to allow all employees access to all home athletic events in the District. Employees' identification badge will permit entry to the employee and one (1) guest.

9-13.2 Any event specifically designed to raise funds for, or sponsored by student organizations or clubs for their benefit, are excluded from this provision.

9-14 Hepatitis B Shots. The District will provide Hepatitis B shots for no more than ten (10) employees each school year. Such employees must provide medical verification of the need for such shots due to the nature of their position in the District.

9-15 Profit Sharing (Food Service Employees). If the profit margin for each year can sustain the cost as per past practice, the food service department will share the audited profits with the employees of the food service department and be provided in the following year. Thirty percent (30%) of the audit profit will be distributed evenly amongst the food service staff. The money to be distributed will go to all NESPA staff who are employed by the Food Service Department as of

June 1 of the year for which an audited profit was attained; the profit sharing checks will be distributed within a reasonable period during the fiscal year following the audited profit.

9-16 Transportation. Current Memorandum of Understanding (identified as numbers 1, 2 and 4) governing the operation of the Transportation Department to be included into a Transportation Manual.

First consideration shall be given to bus drivers who may wish to drive vans at a reduced rate (Van Driver rate set forth in Appendix A), but these employees who opt to drive vans shall be paid at the Van Driver rate, Grandfathered or Regular Rate depending on their years of service. The Van Driver rate of pay will also apply to a bus driver who volunteers for extra work that involves driving a van.

Drivers have assigned runs. At times, specific runs or portions of a run may not be needed due to school or activity schedules. When this happens, the driver is not to report for that portion of his or her day unless reassigned by the District. Drivers are only to be paid for time worked.

The following outlines how cancelled runs are managed:

- 2-hour automatic pay: Two-hours of pay applies when a driver shows up to do a run that is cancelled; at the District's discretion, he/she may be sent home because the run is canceled or assigned other work during his/her scheduled work time, in lieu of the cancelled run. If the driver is sent home, he/she will receive the 2-hour automatic pay.
- The District shall not pay for runs canceled due to "an Act of God" or for other reasons where adequate notice has been provided. As noted above, drivers that come in due to inadequate notice shall be paid for a minimum of two (2) hours. "Adequate notice" will be considered a minimum of eight (8) hours.
- A "blended run" is where a driver is assigned both District schools and other non-District schools as part of his/her assigned run. In this case, the cancellation of a tier(s), --
    - when occurring at the beginning or end of an assigned route, will result in an abbreviated work day (unless reassigned by the District), or
    - when occurring between two other tiers on the assigned route, will NOT result in an abbreviated work day.

9-17 Notices. The District simultaneously with their distribution, shall send to the NESPA, copies of any notices, directives or bulletins disseminated to employees generally or to any group of employees covered by this Agreement when such material is related to collective bargaining matters or to the working conditions of employees.

ARTICLE X
LEAVE OF ABSENCE

10-1 Personal Leave.

10-1.1 All full-time transportation, maintenance, custodial, aides and secretarial staff 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 employees employed for less than twelve (12) months shall be granted three (3) personal days. Additional days may be granted, subject to the review of the Superintendent and/or his designee to approve or disapprove. The request shall

be non-precedential and final. A full-time employee is one who works at least thirty (30) hours a week for at least one hundred eight-five (185) days a year, including holidays.

10-1.2 Except in the case of an emergency, including personal illness and family illness, application for such leave must be made in writing seven (7) calendar days in advance to the appropriate administrator. In the case of an emergency, the reason for the absence will be provided at the time of the request or immediately following the employee's return to work.

10-1.3 Failure to obtain prior approval, except in the case of an emergency, will be a matter that may result in disciplinary action and may be considered a resignation from employment. The Union reserves the right to grieve any discipline that may be imposed. At the end of each school year, any unused personal leave days shall be converted to unused sick leave.

10-1.4 If the District is forced to hold classes on days previously designated as a holiday as defined in section 7-15 (7-2- Holidays), affected support staff will work that day for straight time pay and will receive an additional personal leave-day with the employee's option to convert that day to sick leave.

10-1.5 In addition, leave without pay shall be granted by the Board of School Directors for up to one (1) year for the following personal reasons provided the employee has no paid leave time available, excluding sick leave:

a. Personal illness at home which must be medically supportable.

b. Education and/or travel but no more frequently than once every five (5) years. No employee shall be eligible for a leave for travel or education unless he/she shall first have been in the employ of the District for seven (7) years.

Other leaves for compelling personal reasons will be considered by the Board upon presentation in writing and may, at the sole discretion of the Board, be granted.

Employees shall request such leave in writing. Any extension of such leave beyond one (1) year shall be at the sole discretion of the Board of School Directors. Employees' requests for leave without pay shall not be unreasonably withheld.

10-1.6 Any illness of five (5) consecutive work days requires a certificate from a doctor, physician's assistant or certified nurse practitioner and an examination of the employee by a physician may be required to determine whether the employee was disabled during the period of absence for which compensation is required to be paid under this section, or in cases of serious illness to determine whether the employee can safely perform the full duties of his/her position.

10-1.7 In the event that the District has a suspicion of sick leave-abuse or a reason to believe that an employee is unable to perform his/her job duties, the employee may be required to furnish a certificate from a doctor, physician's assistant or certified nurse practitioner. If after receipt of the medical certificate, the Director of Human Resources and/or his successor may request that the employee undergo an examination by a physician designated by the District at the District's expense for the purpose of certifying that said employee was disabled during the period of absence for which compensation is required to be paid under this section.

10-2 Childbearing/Childrearing Leave.

10-2.1 Childbearing Leave.

a. Childbearing leave will commence and terminate on dates that are determined jointly by the employee and the employee's physician. A written notice, stipulating such dates, shall be submitted to the Board at least thirty (30) calendar days prior to the commencement of the leave, provided, however, that in the case of emergency such submission shall not be required thirty (30) days in advance.

b. An employee on childbearing leave will be granted one (1) extension of the leave upon submitting to the Board a written verification of a continuing disability due to the childbirth and a request stipulating the date on which the extended leave is expected to terminate. This request shall be submitted no later than fifteen (15) calendar days prior to the expiration of the current childbearing leave.

c. The additional extension, not to exceed six (6) months, will be granted when requested in writing by the employee and recommended by the employee's physician.

d. The combined length of the childbearing leave and extensions shall not exceed one (1) calendar year.

e. If ill, an employee may use any or all of accumulated sick days while on childbearing leave.

f. If an employee elects not to use accumulated sick leave or, if her accumulated sick leave is expended during childbearing leave, the employee shall be permitted to continue any or all fringe benefits available by remitting the costs for these benefits to the District.

g. At the conclusion of the unpaid leave, the Board will return the employee to the position held prior to the leave, if the position exits. If the position has been eliminated, the Board will offer any other available position for which she is eligible until such time that she can be offered the position held before or one substantially similar to it.

10-2.2 Childrearing Leave.

a. Childrearing leave is applicable in those instances where an employee, who is not disabled, desires an unpaid leave of absence for the purpose of rearing a child in that period immediately following childbirth or in that period immediately following the legal adoption or foster placement of a child. A written request stipulating the dates on which the childrearing leave will begin and terminate must be submitted to the Board by the employee at least fifteen (15) days prior to the start of such leave. This requirement may be waived by the Board due to extenuating circumstances, e.g., sudden notification by an adoption agency.

b. An employee on childrearing leave will be granted one (1) extension of such leave upon submitting to the Board a written request, stipulating the date on which such extension will

terminate. This request shall be submitted to the Board no later than fifteen (15) calendar days prior to the expiration of the current leave. The combined initial and extended childrearing leave shall not exceed one (1) school term/year. Employees only may return from childrearing leave at the beginning of a student semester.

c. At the conclusion of the unpaid leave, the Board will return the employee to the position held prior to the leave, if the position exits. If the position has been eliminated, the Board will offer the employee any other available position for which the employee is eligible until such time that the employee can be offered the position held before or one substantially similar to it.

10-3 Military Leave – Reserve Duty (Full-Time).

10-3.1 A full-time employee must notify his supervisor immediately upon receipt of official notice of call to military service of the United States or National Guard.

10-3.2 For temporary reserve duty in the military reserve program, the employee will be granted a leave of absence without loss of pay. The District will pay the difference between the employee's regular pay and the pay he receives from the military; in no instance may this exceed fifteen (15) days in any school year.

10-3.3 The reservist will make every effort to arrange for such leave during a period of the year when the employee can be released from his position. In the case of long-term military duty, no pay or pay differential will be granted.

10-3.4 When discharged from the tour of duty, the employee will be returned to his/her position. All benefits granted his job classification during his absence will be credited to him on his return. An employee must return to work within thirty (30) days of discharge or forfeit all rights under this section.

10-4 Sick Leave.

10-4.1 Allowance:

a. In any school year whenever a full time employee is prevented by illness In any accidental injury from following his or her occupation, the District will pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of up to twelve (12) working days, at the rate of one (1) day for each month of employment. Any unused portion of such leave may be accumulated from year to year without limitation.

b. In any school year whenever a regular part time aide working a minimum of four (4) hours per day, or regular part-time custodial, secretarial or food service employee is prevented by illness or accidental injury from following his or her occupation, the District will pay to said employee for each day entitled as if said employee were actually engaged in the performance of duty for a period of up to four (4) working days. One (1) additional sick day will be granted with a Doctor's note. Any unused portion of such leave may be accumulated from year to year without limitation. Twelve-month part-time employees will be entitled to one (1) additional day.

c. New employees entering the service of the District will receive a prorated share of the District's sick leave allowance. This eligibility will be calculated based on the number of months of service the employee may render to the District from the hiring date until the close of school, or to June 30, whichever is later.

d. Persons leaving the service of the District for reasons other than illness, prior to the end of school, or before June 30, whichever is earlier, will have their sick leave prorated on the basis of months of service during that school year divided by the number of months of possible service multiplied by the number of days of eligibility.

e. When the illness of the employee requires leave in excess of the employee's accumulated leave, a request for an extension of paid sick leave may be brought before the Board through the Superintendent's office through the immediate supervisor of the employee. Each case will be individually reviewed and the name of the employee will be kept confidential. In the event the Board decides to extend the period of paid leave, it will determine how long the payment will continue to be made.

f. In determining eligibility for sick leave extension, the total contributions of the employee to the District effort to maintain quality education will be considered. This review will include, but not be limited to, such factors as years of service at Neshaminy, the attendance record, pattern of overall attendance, etc. The request must also be presented to the Superintendent's office with a written recommendation from the cabinet member to whom the employee's supervisor reports.

g. **Important:** No sick leave benefits will be paid if the accident/injury referred to in paragraphs a. and b. above is incurred while the employee is engaged in remunerative work unrelated to school duties, i.e., while working for another employer.

Persons enjoying primary employment with other employers are not eligible for sick leave under this section unless otherwise provided for in this Agreement.

10-4.2 Reports

a. Employees are required in any instance to report as required the reasons for absence because of sickness for the protection of the children and the employees. Such reasons may be general in nature but must be descriptive of the ailment. This does not relieve the employee from submitting a doctor's certificate as described in Section 10-1.6 because of a chronic illness.

b. Notification of leave days will be included on the payroll voucher.

10-5 Sick Leave for Long-Term Illness or Injury.

10-5.1 FMLA Any absence that is for ten (10) or more days that meets the Family Medical Leave Act (FMLA) definition for allowable time off, must be taken as FMLA leave. The Federal Family Medical Leave Act (FMLA) will run concurrent with paid time. Benefits will continue while on FMLA or through the exhaustion of individual paid time off, whichever is greater.

10-5.2 Unless otherwise excused from said application in writing by the Superintendent, failure to comply with this requirement may result in the termination of the individual's employment with the District.

10-5.3 Justification for Extended Unpaid Leave.

a. The written request for an extended leave must be submitted to the District Superintendent for recommendation to the Board of School Directors. Said application must be accompanied by medical evidence of continued disability.

b. If the request is granted, the leave of absence will not exceed a total continued absence of unpaid leave of one (1) calendar year from the date the employee ceased to receive paid sick leave or an earlier date established in the request of the employee. Requests so honored require monthly follow-up medical reports from the attending physician forwarded to the Office of Human Resources. Failure to provide continuing medical proof of disability may result in the revocation of the leave.

c. Only one (1) leave of twelve (12) months total duration will be granted for an illness. However, the Board of School Directors reserves the right to grant extensions beyond the twelve-month period at its sole discretion.

d. Persons granted leave under this section on return will be reinstated in their former job if it is available or a like position within the District.

10-5.4 Insurance – Other Benefits While on Leave – After FMLA Period (Full-Time Only)

a. Vacation, holiday pay, retirement, and other accrued benefits of the employee will not be credited during the leave granted under the terms of this section except as provided under 10-6.

b. Medical, surgical, major medical and life insurances for eligible Grandfathered employees will continue in effect during leaves granted under section 10-5 according to the following schedule:. This schedule runs concurrent with available paid leave.

(1) First through third month – covered under section 10-5.1 for those covered under FMLA. If not eligible for FMLA, District provided benefits will continue for the first three months as provided in the collective bargaining agreement (applicable cost sharing is required).

(2) Fourth through seventh month – District will provide one-half (1/2) cost of the employee's current insurance program premiums. Employee is responsible for the other half.

(3) Thereafter, affected Employees will receive a COBRA notice and may purchase health insurance at the COBRA rate (100% of cost plus 2% administrative fee).

c. All Regular employees shall not be eligible for the extended leave provisions of Sub-Section b. above.

d. Long-Term Disability Insurance: Premiums are usually waived by the insurer for the term of extended illness within the limits provided in the policy.

10-6 Return from Approved Leave (Any Type). All benefits to which an employee was entitled at the time the approved leave of absence commenced, including seniority and unused accumulated sick leave, will be restored to duty and the employee will be assigned to a similar position to that held at the time said leave commenced.

10-7 Sick Bank. Establishment of a sick leave bank shall be discussed. Details of the sick leave bank shall be developed and mutually agreed upon between the Association and the District no later than one (1) year following the ratification of this Agreement. Should the parties be unable to agree, this provision shall sunset.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11-1 Board Policy.

11-1.1 This Agreement will constitute Board policy for the term of said Agreement and the Board will carry out the commitments contained herein and give them full force and effect as Board policy consistent with the terms of this Agreement.

11-1.2 The rights and privileges of the Association and its representatives as set forth in this Agreement will be granted only to the Association as the exclusive representative of the employees and to no other organization.

ARTICLE XII
MEET AND DISCUSS

12-1 The parties do hereby agree that matters of a "Meet and Discuss" nature, as defined under Section 702 of Act 194 and the findings of the Pennsylvania Labor Relations Board, may be considered under the "Meet and Discuss" provisions as set forth in Section 301 (17), and in compliance with Section 1201(a)(9) of the Public Employee Act 195.

ARTICLE XIII
SEPARABILITY

13-1 In the event any provision of this Agreement is found to be inconsistent with existing Federal or State statutes, the provision of such statutes will prevail; and if any position herein is found to be invalid and unenforceable by a court of law or any other authority having jurisdiction, only those provisions will be considered void, and all other valid provisions will remain in full force and effect.

ARTICLE XIV
DURATION OF AGREEMENT

14-1 The Agreement will be effective as of July 1, 2022 and will continue in full force and effect up to and including June 30, 2027.

14-2 The Board of School Directors of the Neshaminy School District and the authorized representatives of the Neshaminy Educational Support Professional Association clearly understand and do hereby agree that this Agreement may not be reopened during its term for the negotiations of any item except by mutual consent.

14-3 The undersigned agree to render unqualified support in the implementation of the terms of this Agreement. This Agreement will not be extended orally and it is expressly understood that it will expire on the date indicated.

NESHAMINY SCHOOL DISTRICT

Tina Hollenbach
President, Board of School Directors

Paul Saronello
Board of School Directors

Superintendent of Schools

NESHAMINY EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

John McGinley
President, NESPA

Bonnie Neiman
Negotiator, NESPA

Negotiator, NESPA

Appendix A

Year 1 - 2022-2023 Wage changes will be retroactive to 7/1/2022			
Classifications			
		Grandfathered	**New**
Aides		**Wages - 4%**	**Wages - 4%**
A1	Bus Aide	$ 20.06	$ 13.96
A2	Building Aide	$ 22.07	$ 13.96
A3	Library Aide	$ 22.69	$ 17.04
A4	Clerical Aide	$ 24.62	$ 13.96
A5	Inst. Asst. Sped.	$ 24.85	$ 18.65
A6	Inst. Asst. Fed.	$ 24.85	$ 18.65
A8	Dining Room Aide	$ 21.58	$ 13.96
A9	Playground Aide	$ 21.58	$ 13.96
A10	FCS Aide	$ 24.85	$ 18.65
A11	Suspension Rm. Aide	$ 24.85	$ 18.65
A12	Writing Lab Aide	$ 22.69	$ 17.04
A13	Staff Nurses	$ 33.12	$ 24.85
A14	Building Security Aide	$ 24.85	$ 18.65
Skilled Trades/Mechanical		**Wages**	**Wages**
M3	Helper/Maintenance	$ 27.16	$ 20.37
M4	Helper/Transportation	$ 27.16	$ 20.37
M10	Painter	$ 27.20	$ 20.43
M11	MM Audio Visual	$ 32.21	$ 26.19
M12	MM Carpenter	$ 32.21	$ 26.19
M13	MM Electrician	$ 32.21	$ 26.19
M14	MM HVAC	$ 32.21	$ 26.19
M15	MM Plumbing	$ 32.21	$ 26.19
M16	MM Refrigeration	$ 32.21	$ 26.19
M17	MM Special Projects	$ 32.21	$ 26.19
M18	Mechanic Transportation	$ 32.21	$ 26.19
M20	MM General	$ 32.21	$ 26.19
Building and Grounds		**Wages**	**Wages**
M1	Custodian	$ 26.46	$ 18.28
M2	Groundskeeper	$ 26.46	$ 15.12
M5	Pool Custodian	$ 26.75	$ 20.06
M6	Shipper-Receiver	$ 26.89	$ 15.12
M7	Lead Custodian	$ 27.46	$ 20.58
M8	Lead Grounds	$ 27.46	$ 20.58

		Grandfathered	New
Building and Grounds (con't)		**Wages**	**Wages**
M9	Head Custodian	$ 28.32	$ 21.23
M19	Cleaner	$ 23.51	$ 18.28
M23	Lead Shipper-Receiver	$ 27.46	$ 20.58
Technology		**Wages**	**Wages**
T1	Lead SystemSup/NetSup	$ 36.37	$ 27.30
T2	SystemSup Tech/Maint	$ 34.69	$ 30.08
T3	SystemSup Tech/HelpDesk	$ 35.39	$ 30.80
T4	Building Technician	$ 22.69	$ 21.30
Food Services		**Wages**	**Wages**
F1	General Worker	$ 16.02	$ 14.50
F2	General Worker	$ 16.02	$ 14.50
F3	General Worker	$ 16.02	$ 14.50
F4	Cashier	$ 17.13	$ 14.50
F5	Dishwasher	$ 17.13	$ 14.50
F6	Baker	$ 17.53	$ 14.50
F7	Cook Helper	$ 17.53	$ 14.50
F8	Cook	$ 18.52	$ 16.91
FM6	Shipper/Receive FS	$ 22.86	$ 15.12
FS6	Bookkeeper FS	$ 22.98	$ 20.26
FS5	Secretary FS	$ 22.99	$ 20.28
Transportation		**Wages**	**Wages**
B1	Bus Driver	$ 25.82	$ 22.88
BL	Lead Bus Driver	$ 26.04	$ 22.88
B4	Van Driver	$ 19.35	$ 17.20
Office Staff		**Wages**	**Wages**
S1	Clerk Typist	$ 24.62	$ 15.12
S2	Clerk	$ 24.62	$ 15.12
S3	Office Machine Operator	$ 25.06	$ 15.12
S5	Secretary	$ 27.04	$ 20.28
S6	Bookkeeper/Accounting	$ 27.03	$ 20.26
S8	Bookkeeper/General Fund	$ 30.14	$ 22.60
S9	Bookkeeper/Payroll	$ 28.79	$ 21.58

*In addition, the IT department "New" tier NESPA employees shall be paid an additional $2.00 per hour, without exceeding the "Grandfather" tier NESPA employee rates, for each Certification obtained and maintained from the following: Cisco, Microsoft, Google.

Year 2 - 2023-2024 The ten (10) most senior employees on the "New" tier will be moved to the "Grandfathered" tier.			
Classifications			
		Grandfathered	**New**
Aides		**Wages – 3.4%**	**Wages – 3.6%**
A1	Bus Aide	$ 20.74	$ 14.46
A2	Building Aide	$ 22.82	$ 14.46
A3	Library Aide	$ 23.46	$ 17.65
A4	Clerical Aide	$ 25.45	$ 14.46
A5	Inst. Asst. Sped.	$ 25.69	$ 19.32
A6	Inst. Asst. Fed.	$ 25.69	$ 19.32
A8	Dining Room Aide	$ 22.31	$ 14.46
A9	Playground Aide	$ 22.31	$ 14.46
A10	FCS Aide	$ 25.69	$ 19.32
A11	Suspension Rm. Aide	$ 25.69	$ 19.32
A12	Writing Lab Aide	$ 23.46	$ 17.65
A13	Staff Nurses	$ 34.25	$ 25.74
A14	Building Security Aide	$ 25.69	$ 19.32
Skilled Trades/Mechanical		**Wages**	**Wages**
M3	Helper/Maintenance	$ 28.09	$ 21.11
M4	Helper/Transportation	$ 28.09	$ 21.11
M10	Painter	$ 28.12	$ 21.16
M11	MM Audio Visual	$ 33.30	$ 27.13
M12	MM Carpenter	$ 33.30	$ 27.13
M13	MM Electrician	$ 33.30	$ 27.13
M14	MM HVAC	$ 33.30	$ 27.13
M15	MM Plumbing	$ 33.30	$ 27.13
M16	MM Refrigeration	$ 33.30	$ 27.13
M17	MM Special Projects	$ 33.30	$ 27.13
M18	Mechanic Transportation	$ 33.30	$ 27.13
M20	MM General	$ 33.30	$ 27.13
Building and Grounds		**Wages**	**Wages**
M1	Custodian	$ 27.36	$ 18.94
M2	Groundskeeper	$ 27.36	$ 15.67
M5	Pool Custodian	$ 27.66	$ 20.78
M6	Shipper-Receiver	$ 27.81	$ 15.67
M7	Lead Custodian	$ 28.39	$ 21.32
M8	Lead Grounds	$ 28.39	$ 21.32
M9	Head Custodian	$ 29.28	$ 21.99

		Grandfathered	New
Building and Grounds (con't)		**Wages**	**Wages**
M19	Cleaner	$ 24.31	$ 18.94
M23	Lead Shipper-Receiver	$ 28.39	$ 21.32
Technology		**Wages**	**Wages**
T1	Lead SystemSup/NetSup	$ 37.61	$ 28.28
T2	SystemSup Tech/Maint	$ 35.87	$ 31.16
T3	SystemSup Tech/HelpDesk	$ 36.59	$ 31.91
T4	Building Technician	$ 23.46	$ 22.07
Food Services		**Wages**	**Wages**
F1	General Worker	$ 16.56	$ 15.10
F2	General Worker	$ 16.56	$ 15.10
F3	General Worker	$ 16.56	$ 15.10
F4	Cashier	$ 17.71	$ 15.10
F5	Dishwasher	$ 17.71	$ 15.10
F6	Baker	$ 18.13	$ 15.10
F7	Cook Helper	$ 18.13	$ 15.10
F8	Cook	$ 19.15	$ 17.52
FM6	Shipper/Receive FS	$ 23.64	$ 15.67
FS6	Bookkeeper FS	$ 23.77	$ 20.99
FS5	Secretary FS	$ 23.78	$ 21.01
Transportation		**Wages**	**Wages**
B1	Bus Driver	$ 26.70	$ 23.70
BL	Lead Bus Driver	$ 26.93	$ 23.70
B4	Van Driver	$ 20.01	$ 17.82
Office Staff		**Wages**	**Wages**
S1	Clerk Typist	$ 25.45	$ 15.67
S2	Clerk	$ 25.45	$ 15.67
S3	Office Machine Operator	$ 25.92	$ 15.67
S5	Secretary	$ 27.96	$ 21.01
S6	Bookkeeper/Accounting	$ 27.95	$ 20.99
S8	Bookkeeper/General Fund	$ 31.16	$ 23.41
S9	Bookkeeper/Payroll	$ 29.77	$ 22.36

*In addition, the IT department "New" tier NESPA employees shall be paid an additional $2.00 per hour, without exceeding the "Grandfather" tier NESPA employee rates, for each Certification obtained and maintained from the following: Cisco, Microsoft, Google.

Year 3 - 2024-2025 The ten (10) most senior employees on the "New" tier will be moved to the "Grandfathered" tier.			
Classifications			
		Grandfathered	**New**
Aides		**Wages – 3.4%**	**Wages – 3.6%**
A1	Bus Aide	$ 21.45	$ 14.98
A2	Building Aide	$ 23.59	$ 14.98
A3	Library Aide	$ 24.26	$ 18.28
A4	Clerical Aide	$ 26.32	$ 14.98
A5	Inst. Asst. Sped.	$ 26.56	$ 20.01
A6	Inst. Asst. Fed.	$ 26.56	$ 20.01
A8	Dining Room Aide	$ 23.07	$ 14.98
A9	Playground Aide	$ 23.07	$ 14.98
A10	FCS Aide	$ 26.56	$ 20.01
A11	Suspension Rm. Aide	$ 26.56	$ 20.01
A12	Writing Lab Aide	$ 24.26	$ 18.28
A13	Staff Nurses	$ 35.41	$ 26.67
A14	Building Security Aide	$ 26.56	$ 20.01
Skilled Trades/Mechanical		**Wages**	**Wages**
M3	Helper/Maintenance	$ 29.04	$ 21.87
M4	Helper/Transportation	$ 29.04	$ 21.87
M10	Painter	$ 29.08	$ 21.92
M11	MM Audio Visual	$ 34.44	$ 28.11
M12	MM Carpenter	$ 34.44	$ 28.11
M13	MM Electrician	$ 34.44	$ 28.11
M14	MM HVAC	$ 34.44	$ 28.11
M15	MM Plumbing	$ 34.44	$ 28.11
M16	MM Refrigeration	$ 34.44	$ 28.11
M17	MM Special Projects	$ 34.44	$ 28.11
M18	Mechanic Transportation	$ 34.44	$ 28.11
M20	MM General	$ 34.44	$ 28.11
Building and Grounds		**Wages**	**Wages**
M1	Custodian	$ 28.29	$ 19.62
M2	Groundskeeper	$ 28.29	$ 16.23
M5	Pool Custodian	$ 28.60	$ 21.53
M6	Shipper-Receiver	$ 28.75	$ 16.23
M7	Lead Custodian	$ 29.35	$ 22.09
M8	Lead Grounds	$ 29.35	$ 22.09

		Grandfathered	New
Building and Grounds (con't)		**Wages**	**Wages**
M9	Head Custodian	$ 30.28	$ 22.78
M19	Cleaner	$ 25.14	$ 19.62
M23	Lead Shipper-Receiver	$ 29.35	$ 22.09
Technology		**Wages**	**Wages**
T1	Lead SystemSup/NetSup	$ 38.88	$ 29.30
T2	SystemSup Tech/Maint	$ 37.09	$ 32.28
T3	SystemSup Tech/HelpDesk	$ 37.84	$ 33.06
T4	Building Technician	$ 24.26	$ 22.86
Food Services		**Wages**	**Wages**
F1	General Worker	$ 17.12	$ 15.64
F2	General Worker	$ 17.12	$ 15.64
F3	General Worker	$ 17.12	$ 15.64
F4	Cashier	$ 18.31	$ 15.64
F5	Dishwasher	$ 18.31	$ 15.64
F6	Baker	$ 18.75	$ 15.64
F7	Cook Helper	$ 18.75	$ 15.64
F8	Cook	$ 19.80	$ 18.15
FM6	Shipper/Receive FS	$ 24.44	$ 16.23
FS6	Bookkeeper FS	$ 24.57	$ 21.74
FS5	Secretary FS	$ 24.58	$ 21.77
Transportation		**Wages**	**Wages**
B1	Bus Driver	$ 27.61	$ 24.56
BL	Lead Bus Driver	$ 27.84	$ 24.56
B4	Van Driver	$ 20.69	$ 18.46
Office Staff		**Wages**	**Wages**
S1	Clerk Typist	$ 26.32	$ 16.23
S2	Clerk	$ 26.32	$ 16.23
S3	Office Machine Operator	$ 26.80	$ 16.23
S5	Secretary	$ 28.91	$ 21.77
S6	Bookkeeper/Accounting	$ 28.90	$ 21.74
S8	Bookkeeper/General Fund	$ 32.22	$ 24.26
S9	Bookkeeper/Payroll	$ 30.78	$ 23.16

*In addition, the IT department "New" tier NESPA employees shall be paid an additional $2.00 per hour, without exceeding the "Grandfather" tier NESPA employee rates, for each Certification obtained and maintained from the following: Cisco, Microsoft, Google.

Year 4 - 2025-2026 The ten (10) most senior employees on the "New" tier will be moved to the "Grandfathered" tier.			
Classifications			
		Grandfathered	**New**
Aides		**Wages – 3.5%**	**Wages – 3.7%**
A1	Bus Aide	$ 22.20	$ 15.53
A2	Building Aide	$ 24.42	$ 15.53
A3	Library Aide	$ 25.11	$ 18.96
A4	Clerical Aide	$ 27.24	$ 15.53
A5	Inst. Asst. Sped.	$ 27.49	$ 20.75
A6	Inst. Asst. Fed.	$ 27.49	$ 20.75
A8	Dining Room Aide	$ 23.88	$ 15.53
A9	Playground Aide	$ 23.88	$ 15.53
A10	FCS Aide	$ 27.49	$ 20.75
A11	Suspension Rm. Aide	$ 27.49	$ 20.75
A12	Writing Lab Aide	$ 25.11	$ 18.96
A13	Staff Nurses	$ 36.65	$ 27.65
A14	Building Security Aide	$ 27.49	$ 20.75
Skilled Trades/Mechanical		**Wages**	**Wages**
M3	Helper/Maintenance	$ 30.06	$ 22.68
M4	Helper/Transportation	$ 30.06	$ 22.68
M10	Painter	$ 30.09	$ 22.73
M11	MM Audio Visual	$ 35.64	$ 29.15
M12	MM Carpenter	$ 35.64	$ 29.15
M13	MM Electrician	$ 35.64	$ 29.15
M14	MM HVAC	$ 35.64	$ 29.15
M15	MM Plumbing	$ 35.64	$ 29.15
M16	MM Refrigeration	$ 35.64	$ 29.15
M17	MM Special Projects	$ 35.64	$ 29.15
M18	Mechanic Transportation	$ 35.64	$ 29.15
M20	MM General	$ 35.64	$ 29.15
Building and Grounds		**Wages**	**Wages**
M1	Custodian	$ 29.28	$ 20.35
M2	Groundskeeper	$ 29.28	$ 16.83
M5	Pool Custodian	$ 29.60	$ 22.33
M6	Shipper-Receiver	$ 29.76	$ 16.83
M7	Lead Custodian	$ 30.38	$ 22.91
M8	Lead Grounds	$ 30.38	$ 22.91

		Grandfathered	New
Building and Grounds (con't)		**Wages**	**Wages**
M9	Head Custodian	$ 31.34	$ 23.63
M19	Cleaner	$ 26.02	$ 20.35
M23	Lead Shipper-Receiver	$ 30.38	$ 22.91
Technology		**Wages**	**Wages**
T1	Lead SystemSup/NetSup	$ 40.24	$ 30.39
T2	SystemSup Tech/Maint	$ 38.39	$ 33.48
T3	SystemSup Tech/HelpDesk	$ 39.16	$ 34.29
T4	Building Technician	$ 25.11	$ 23.71
Food Services		**Wages**	**Wages**
F1	General Worker	$ 17.72	$ 16.22
F2	General Worker	$ 17.72	$ 16.22
F3	General Worker	$ 17.72	$ 16.22
F4	Cashier	$ 18.95	$ 16.22
F5	Dishwasher	$ 18.95	$ 16.22
F6	Baker	$ 19.40	$ 16.22
F7	Cook Helper	$ 19.40	$ 16.22
F8	Cook	$ 20.50	$ 18.82
FM6	Shipper/Receive FS	$ 25.30	$ 16.83
FS6	Bookkeeper FS	$ 25.43	$ 22.55
FS5	Secretary FS	$ 25.45	$ 22.57
Transportation		**Wages**	**Wages**
B1	Bus Driver	$ 28.58	$ 25.47
BL	Lead Bus Driver	$ 28.82	$ 25.47
B4	Van Driver	$ 21.42	$ 19.15
Office Staff		**Wages**	**Wages**
S1	Clerk Typist	$ 27.24	$ 16.83
S2	Clerk	$ 27.24	$ 16.83
S3	Office Machine Operator	$ 27.74	$ 16.83
S5	Secretary	$ 29.95	$ 22.62
S6	Bookkeeper/Accounting	$ 29.91	$ 22.55
S8	Bookkeeper/General Fund	$ 33.35	$ 25.15
S9	Bookkeeper/Payroll	$ 31.86	$ 24.02

*In addition, the IT department "New" tier NESPA employees shall be paid an additional $2.00 per hour, without exceeding the "Grandfather" tier NESPA employee rates, for each Certification obtained and maintained from the following: Cisco, Microsoft, Google.

Year 5 - 2026-2027 The twenty (20) most senior employees on the "New" tier will be moved to the "Grandfathered" tier.			
Classifications			
		Grandfathered	**New**
Aides		**Wages – 3.15%**	**Wages – 3.30%**
A1	Bus Aide	$ 22.90	$ 16.05
A2	Building Aide	$ 25.19	$ 16.05
A3	Library Aide	$ 25.90	$ 19.59
A4	Clerical Aide	$ 28.10	$ 16.05
A5	Inst. Asst. Sped.	$ 28.36	$ 21.44
A6	Inst. Asst. Fed.	$ 28.36	$ 21.44
A8	Dining Room Aide	$ 24.63	$ 16.05
A9	Playground Aide	$ 24.63	$ 16.05
A10	FCS Aide	$ 28.36	$ 21.44
A11	Suspension Rm. Aide	$ 28.36	$ 21.44
A12	Writing Lab Aide	$ 25.90	$ 19.59
A13	Staff Nurses	$ 37.81	$ 28.57
A14	Building Security Aide	$ 28.36	$ 21.44
Skilled Trades/Mechanical		**Wages**	**Wages**
M3	Helper/Maintenance	$ 31.01	$ 23.42
M4	Helper/Transportation	$ 31.01	$ 23.42
M10	Painter	$ 31.04	$ 23.48
M11	MM Audio Visual	$ 36.76	$ 30.11
M12	MM Carpenter	$ 36.76	$ 30.11
M13	MM Electrician	$ 36.76	$ 30.11
M14	MM HVAC	$ 36.76	$ 30.11
M15	MM Plumbing	$ 36.76	$ 30.11
M16	MM Refrigeration	$ 36.76	$ 30.11
M17	MM Special Projects	$ 36.76	$ 30.11
M18	Mechanic Transportation	$ 36.76	$ 30.11
M20	MM General	$ 36.76	$ 30.11
Building and Grounds		**Wages**	**Wages**
M1	Custodian	$ 30.20	$ 21.02
M2	Groundskeeper	$ 30.20	$ 17.39
M5	Pool Custodian	$ 30.53	$ 23.07
M6	Shipper-Receiver	$ 30.70	$ 17.39
M7	Lead Custodian	$ 31.34	$ 23.66
M8	Lead Grounds	$ 31.34	$ 23.66

		Grandfathered	New
Building and Grounds (con't)		**Wages**	**Wages**
M9	Head Custodian	$ 32.32	$ 24.40
M19	Cleaner	$ 26.84	$ 21.02
M23	Lead Shipper-Receiver	$ 31.34	$ 23.66
Technology		**Wages**	**Wages**
T1	Lead SystemSup/NetSup	$ 41.51	$ 31.39
T2	SystemSup Tech/Maint	$ 39.60	$ 34.58
T3	SystemSup Tech/HelpDesk	$ 40.40	$ 35.42
T4	Building Technician	$ 25.90	$ 24.49
Food Services		**Wages**	**Wages**
F1	General Worker	$ 18.28	$ 16.76
F2	General Worker	$ 18.28	$ 16.76
F3	General Worker	$ 18.28	$ 16.76
F4	Cashier	$ 19.55	$ 16.76
F5	Dishwasher	$ 19.55	$ 16.76
F6	Baker	$ 20.01	$ 16.76
F7	Cook Helper	$ 20.01	$ 16.76
F8	Cook	$ 21.14	$ 19.44
FM6	Shipper/Receive FS	$ 26.09	$ 17.39
FS6	Bookkeeper FS	$ 26.23	$ 23.29
FS5	Secretary FS	$ 26.25	$ 23.32
Transportation		**Wages**	**Wages**
B1	Bus Driver	$ 29.48	$ 26.31
BL	Lead Bus Driver	$ 29.72	$ 26.31
B4	Van Driver	$ 22.09	$ 19.78
Office Staff		**Wages**	**Wages**
S1	Clerk Typist	$ 28.10	$ 17.39
S2	Clerk	$ 28.10	$ 17.39
S3	Office Machine Operator	$ 28.61	$ 17.39
S5	Secretary	$ 30.89	$ 23.36
S6	Bookkeeper/Accounting	$ 30.85	$ 23.29
S8	Bookkeeper/General Fund	$ 34.40	$ 25.98
S9	Bookkeeper/Payroll	$ 32.86	$ 24.81

*Regular Food Service Employees as noted will be considered General Workers assisting in all areas of Food Service other than the cook job duties.

*In addition, the IT department "New" tier NESPA employees shall be paid an additional $2.00 per hour, without exceeding the "Grandfather" tier NESPA employee rates, for each Certification obtained and maintained from the following: Cisco, Microsoft, Google.

APPENDIX B
EMPLOYEE RIGHTS

A. Rules Relating to Discharge and Suspension Leading to Discharge

1. **Wipe Off.** If an employee is not disciplined for a second or successive time during a period of thirty-six (36) successive months, the documents representing the progressive discipline shall be removed from his/her personnel file and not considered by the District as a basis for imposing subsequent discipline, provided that the District shall retain the right to preserve documents relevant to sexual harassment or sexual abuse in a separate file within an employee's personnel file.

2. **Investigations.** The District shall complete investigations of employee misconduct within thirty (30) days of having knowledge of the same, save for cases where there is a reason, outside of the control of the District, preventing such completion. The District shall share with the employee and the Association any information and evidence it has collected in its investigation relevant to the employee misconduct and offer the employee an opportunity to respond to the same before any disciplinary action is taken. Employees shall have the right to be represented by the Association at any time the District requests a meeting with the employee. After completion of the initial investigation and discipline of the employee, the District shall be under a continuing obligation to share information/evidence with the employee and the Association if additional information/evidence relating to the employee's misconduct is subsequently discovered. The employee and Association shall be under a corresponding obligation to share information/evidence of an exculpatory nature with the District.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

(Re: Article I, Section 1-6)

It is hereby agreed and understood by and between the Neshaminy School District and the Neshaminy Educational Support Professional Association of the following:

It is understood that it is not the intent of this Section to prohibit the District from continuing various outsourcing practices that it has utilized in the past. The purpose of this Section is to prohibit the District, except as permitted in Section 1-6, from completely and permanently subcontracting bargaining unit work during the term of the Collective Bargaining Agreement. It is further understood that this language, once the Collective Bargaining Agreement expires, does not supersede any rights the District or the Association may have concerning subcontracting after the Collective Bargaining Agreement has expired.

This Agreement may not be changed unless by mutual written consent of both parties

Acceptance and understanding of this Agreement is indicated by the signatures of the parties below on this 24th day of January, 2023.

NESHAMINY SCHOOL DISTRICT

By s/ Tina Hollebeck

By Paul Marullo

NESHAMINY EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

By John McGinley

By Bonnie Neiman

APPENDIX D

MEMORANDUM OF UNDERSTANDINGS REACHED DURING NEGOTIATIONS FOR THE 2018-2022 COLLECTIVE BARGAINING AGREEMENT and updated as a result of negotiations for the 2022-2027 Agreement

WHEREAS, the Neshaminy School District and the Neshaminy Educational Support Professional Association (The Parties), reached a number of understandings concerning the meaning/ intent of various Sections of the 2018-2022 Collective Bargaining Agreement; and

WHEREAS, the parties wish to memorialize and update those understandings;

NOW THEREFORE, intending to be legally bound The Parties agree as follows:

1. Article 1-6.1 – the intent of the language is:

   The District has the right to continue subcontracting **140** aggregate positions. This means that if the District, for example, decides to reinstate a currently subcontracted position with a District employee bargaining unit member and a District position is vacated in another job category, the District could replace that position with the contract services so long as the total number of contracted positions is not greater than **140** contracted positions.
   The language that no bargaining unit members "shall be furloughed, or reduced in hours as a result of this language" means that the District will not furlough a bargaining unit member for the purpose of replacing that person with contracted services, or that the District will involuntarily reduce the hours of a bargaining unit member in one of the listed job categories for the purpose of replacing the "lost hours" with contracted services Article 7-5.1 - The wage rate for the Food Service Shippers and Receivers can be discussed in this committee. Additionally, with regard to salary/wage increases, the Board of School Directors retains the discretion to either approve, reject or modify recommendations of the Committee.

2. Article 7-5.1 - The wage rate for the Food Service Shippers and Receivers can be discussed in this committee. Additionally, with regard to salary/wage increases, the Board of School Directors retains the discretion to either approve, reject or modify recommendations of the Committee.

3. Article 7-11.2 - The past practice whereby overtime was paid after 8 hours in a day ceases with the ratification of the 2018-2020 CBA.

4. Article 7.23 - This language is intended to replace Section 7.23 of the 2014-2018 CBA but is not intended to change its meaning or to alter any other sections of the CBA.

5. Article 9-5.2 - There is nothing within the first paragraph that mandates who will be appointed to a vacant position. Nothing within this paragraph mandates that, if deciding between two bargaining unit member applicants, there are limits based on seniority placed on the District or its discretion as to who will be designated to fill a position.

6. Article 9-7.1-The fact that the Association proposed a modification to this Section and ultimately withdrew its proposal does not constitute evidence that any practices with regard to this Section that predated these negotiations can cease if those practices were in effect in accordance with Article 1 Section 1-4.

7. Any past practices that currently exist that limit the District's right to discipline employees for excessive use of leave time are deemed terminated with the understanding that the Association retains the right to grieve any discipline imposed but cannot rely on a claim of a past practice that predates this agreement with regard to this issue to support its position.

NESHAMINY SCHOOL DISTRICT

Date: 1/25/2023

By Tina Hollebach
Board President

NESHAMINY SCHOOL DISTRICT EDUCATION SUPPORT PROFESSIONALS, PSEA/NEA

Date: 1/25/2023

By John McGinley
President