

AGREEMENT

BY AND BETWEEN

DOWNTOWN AREA SCHOOL DISTRICT

AND

TEAMSTERS LOCAL UNION 384

July 1, 2022 through June 30, 2027

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PREAMBLE

THIS AGREEMENT is made and entered into between the **DOWNINGTOWN AREA SCHOOL DISTRICT**, 540 Trestle Place, Downingtown, PA, its successors or assigns, hereinafter referred to as the "Employer", and **TEAMSTERS LOCAL UNION NO. 384**, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union".

ARTICLE 1 - NATURE OF AGREEMENT

Section 1.1 The Employer and the Union acknowledge that during negotiations that resulted in this Agreement each had the unfettered right and opportunity to make new demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The parties therefore acknowledge that this Agreement constitutes the full and complete understandings between the parties with respect to all items contained herein and may not be amended, changed or added to during the life of this Agreement except by mutual consent of the parties in writing.

ARTICLE 2 - RECOGNITION

Section 2.1 The Employer recognizes and acknowledges that the Union is the sole exclusive representative and bargaining agent for all Employees of the Employer (hereinafter referred to as "Employees"), for all classes and/or classifications of Employees included in the bargaining unit comprised of full-time and regular part-time white collar non-professional Employees including but not limited to secretarial Employees, clerical Employees, aides, computer technicians, instructional assistants, non-instructional assistants and monitors (excluding cafeteria monitors), excluding management level Employees, supervisors, first level supervisors, confidential Employees, professional Employees and guards as defined in the Act, as certified by the Pennsylvania Labor Relations Board in case nos. PERA-R-91-278-E and PERA-R-01-161-E and any similar job class and/or classification that may be created during the life of this agreement.

ARTICLE 3 - NO DISCRIMINATION

Section 3.1 The Employer and the Union agree that there will be no discrimination against any Employee because of race, color, creed, sex, national origin, age or disability. The remedy for such violation of this section by the Employer or the Union shall be the grievance procedure, as set forth in this Agreement, unless either party has elected an alternative legal or administrative resolution.

Section 3.2 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any Employee because of his/her membership in the Union or because of any Employee's lawful activity and/or support of the Union.

ARTICLE 4 - DUES and D.R.I.V.E. DEDUCTIONS

Section 4.1 Members of the Union on the date of this Agreement may continue to elect to have dues deducted from salary.

Section 4.2 All Employees of the Employer who join the Union subsequent to the date of this Agreement may elect to have dues deducted from salary. Such dues deduction will be initiated by signed authorization to the Employer at least two weeks prior to a regular scheduled pay.

Section 4.3 Any member of the Union may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

Section 4.4 Upon filing with the Employer by the Union of a signed authorization from the Employees (on the authorization form which has been agreed to by the Employer and the Union and made a part hereof by reference), the Employer shall deduct from the pay of each Employee who shall have given such authorization, an initiation fee, fees,

assessments and dues. Such authorization shall be irrevocable for the duration of this Agreement and shall be automatically renewed from year to year thereafter unless revoked during a period of fifteen (15) days prior to the expiration date of this or any subsequent Agreement. Such deduction will be made in equal installments, at the frequency of two (2) deductions per month (first and second pay dates per month only).

Section 4.5 In the event there are not sufficient funds in a particular pay from which Union dues would normally be deducted, Union dues shall be deducted from the next calendar pay, which has sufficient funds.

Section 4.6 D.R.I.V.E. - The Employer agrees to deduct from Employees in the Bargaining Unit for a donation to D.R.I.V.E. upon written authorization by the Employee at least two weeks prior to a regular scheduled pay.

Section 4.7 The Employer shall remit initiation fees, dues, fees, assessments and D.R.I.V.E. contributions to the Secretary/Treasurer of the Union within fifteen (15) days from the end of the month in which the deductions are made.

Section 4.8 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including but not limited to attorneys' fees, which may arise out of any action taken or not taken by the Employer, on behalf of the Employer, or in any way relating to complying with the provisions of this Article. In addition to the foregoing, the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of enforcing maintenance of membership provision requirement.

Section 4.9 The Employer, on or before September 1 of each year, will provide the Union with a list of the names and addresses of all bargaining unit members. The Employer will also provide the union with the name and address of any Employee hired after September 1, such notice to be provided within thirty (30) days after the date of hire.

ARTICLE 5 - BARGAINING UNIT WORK

Section 5.1 Supervisors shall not perform work usually performed solely by Employees covered by this Agreement except for purposes of instruction and training or in the instances of absences and emergencies. However, supervisors may continue to use technology and productivity tools such as, but not limited to, computers and copiers. Supervisors may also utilize any techniques and methodology to accomplish their own duties and responsibilities, regardless of whether such techniques or methodology are similar or identical to those utilized by bargaining unit members.

Section 5.2 Supervisors shall not be used to displace any bargaining unit Employee.

ARTICLE 6 - SUSPENSION OR DISCHARGE

Section 6.1 The Employer shall not suspend or discharge any Employee without just cause. The Employer shall have the right to suspend or discharge any Employee for just cause by the following procedure:

- a) FIRST OFFENSE – Verbal warning from the supervisor.
- b) SECOND OFFENSE – A letter of warning from the supervisor stating any further offenses could lead to discharge; copy to the Employee; copy to Employee's personnel file; and copy to chief steward.
- c) THIRD OFFENSE – A letter of warning from Human Resources or other appropriate administrator stating any further offenses could lead to discharge, or a letter of notice that the Employee has been suspended without pay; copy to the Employee; copy to Employee's personnel file; and copy to chief steward.
- d) FOURTH OFFENSE – A letter of notice from the Superintendent or his/her designee that the Employee has been discharged; copy to the Employee; copy to Employee's personnel file; copy to chief steward; and copy to business agent.
- e) This procedure is only a guideline for progressive discipline for offenses that are not of a serious nature. In any given case a first or subsequent offense may result in more severe disciplinary action than that listed above.

Section 6.2 The Employer shall have the right to suspend or discharge any Employee immediately for offenses the Employer considers to be of a severe nature.

Section 6.3 The Union may contest any suspension or discharge action through the grievance procedure. However, the Union will not proceed to arbitration over any penalty where the Employee has elected to proceed to a hearing under the provisions of Section 514 of the Public School Code of 1949, as amended, or the Local Agency Law.

Section 6.4 The Union must provide a notice of appeal of the suspension or discharge to the Employer in writing within ten (10) working days from the date of the suspension or discharge.

Section 6.5 If the Union and the Employer are unable to resolve the appeal as provided for in Section 7.4, then it may be referred to the grievance process at step two (2) of Article 8 within ten (10) working days after the above notice of appeal is given to the Employer.

Section 6.6 Any Employee discharged must be paid in full for all wages owed by the Employer including earned vacation pay, if any, within ten (10) working days from the date of the discharge.

Section 6.7 A letter of warning must be issued within sixty (60) working days after the Employer has become aware of the alleged violation. In lieu of an official notice or letter of such action, the Employer may file a letter of intent to investigate with the Union and the affected Employee.

Section 6.8 Any Employee who is counseled by the Employer for an alleged violation of work rules has the right to Union representation.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1 A grievance is a difference or dispute between the Employer and the Union as to the meaning and application of or compliance with the provisions of this Agreement and shall be settled in accordance with the provisions of this Article or Article 7 as warranted.

Section 7.2 Grievances shall be settled in the following manner:

- a) FIRST STEP – The chief steward or assistant steward shall present a grievance to the Supervisor upon a form agreed to by the Board and the Union that is dated and signed by the grievant within ten (10) working days after the occurrence of the event on which the grievance is based. The Supervisor shall provide a written response within ten (10) working days after receiving the written grievance. Copy to chief steward; and copy to business agent.
- b) SECOND STEP – If the issue is not resolved in the First Step, the Business Agent may submit an appeal to Human Resources, within five (5) working days from receipt of the Employer's written response in the First Step. Human Resources shall provide a written response within ten (10) working days. Copy to chief steward; and copy to business agent.
- c) THIRD STEP – If the issue is not resolved in the Second Step, the Business Agent may submit an appeal to the Superintendent, within ten (10) working days from receipt of the Employer's written response in the Second Step. The Superintendent shall provide a written response within ten (10) working days. Copy to chief steward; and copy to business agent.
- d) FOURTH STEP – If the issue is not resolved in the Third Step, the Business Agent may submit an appeal to an impartial Arbitrator, provided that notice of such appeal is provided in writing to the Employer within ten (10) working days from receipt of the Employer's written response in the Third Step. The impartial Arbitrator shall be selected by mutual agreement of the parties within fifteen (15) working days following receipt of such notice, or if they are unable to agree within that time, a joint request shall be addressed promptly to the Director of the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators from which the parties shall strike

out the undesirable names. The decision of the Arbitrator shall be final and binding on both parties; provided however, that the arbitrator shall have authority only to interpret and apply the provisions of the Agreement and shall have no authority to add to, detract from or alter its terms. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by both parties.

Section 7.3 Only an authorized Business Agent of the Union may invoke the arbitration procedures set forth in Article 7 on behalf of the Union.

Section 7.4 Failure by the Union at any level to appeal a grievance to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.

Section 7.5 Any grievance not answered by the appropriate Employer authority within the time limits specified herein shall automatically be referred to the next level of the grievance procedure. Failure of the copy to the chief steward or business agent to be received shall not invalidate the response.

Section 7.6 Time limits provided in this Article may be extended by verbal or written agreement of both parties.

Section 7.7 The Union may initiate a grievance at any level of this procedure, provided that no grievance may be initiated above the Second Step without the written consent of the Employer.

Section 7.8 Upon the reasonable request of the Union or the Employer, the other party shall make available information that is relevant to the resolution of a grievance.

Section 7.9 Employees required, as determined by the Employer, to participate in arbitration hearings during regular work hours will not suffer a loss of pay or benefits.

ARTICLE 8 - STEWARDS AND UNION BUSINESS

Section 8.1 The Employer recognizes the right of the Union to designate a chief steward and assistants. The authority of the chief steward and assistants designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a) The representation of members of the bargaining unit in meetings with their immediate superiors in the event that said meetings involves the imposition of discipline.
- b) The presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement.
- c) The transmission of such messages and information, which shall originate with and are authorized by the Union or its officers provided such messages and information (1) have been reduced to writing or (2) if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

Section 8.2 The chief steward and assistants may only perform the duties and activities set forth in Section and have absolutely no authority to take strike action or any other action interrupting the Employer's business, except as authorized by the official action of the Union. The Employer recognizes these limitations upon the authority of the chief steward and assistants and shall not hold the Union liable for any unauthorized acts. In the event that the chief steward and assistants exceed the authority defined in Section 9.1, the Employer shall have the authority to impose proper discipline, including discharge.

Section 8.3 The Superintendent or designee shall exercise his/her discretion to provide released time without loss of regular hours or pay for the chief steward or designee. The Superintendent and chief steward shall make every effort to cooperate for the benefit of the District and the staff.

Section 8.4 In order to enable the Employer to administer the terms of this Article the Union shall provide the Employer with a complete listing of stewards and shall provide updates, in a timely fashion, as changes occur.

Section 8.5 The Employer will permit space on bulletin boards for the use of the Union in each place of work. Posting on such boards are to be confined to official Union business. A copy of each item posted shall be provided to the main office of the building prior to posting. The Union shall also have the reasonable use of the inter-school mail system.

Section 8.6 Authorized agents of the Union who are not Employees of the District shall have access, including parking facilities, to visit the Employer's establishment during working hours for the purpose of adjusting disputes, investigating and ascertaining compliance with this Agreement, provided however, that agents of the Union shall not interrupt the Employer's operations. In reporting to a school building or other school district facility, the officials of this Union will observe the reporting and security requirements imposed by the Employer.

Section 8.7 No member of the bargaining unit shall engage in organizational activity, grievance activity, or any other union related activity on the premises of the Employer during work hours of the Employee except with the express prior agreement of the Employer. No member, official or representative of Teamsters shall interfere with or interrupt the work activities of any member of the bargaining unit during the work hours of the individual without the express prior agreement of the Employer.

ARTICLE 9 - STRIKES AND LOCKOUTS PROHIBITED

Section 9.1 The Union agrees that for the duration of this Agreement, members of the bargaining unit will not engage in a strike as that term is defined in the Public Employee Relations Act, known as Act 195, or in Chapter 11-A of the School Code, known as Act 88. The Employer agrees that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

ARTICLE 10 - JOB PRESERVATION

Section 10.1 For the purpose of preserving work and job opportunities for the Employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type presently performed primarily by bargaining unit members will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other group, person or non-unit Employee, except as necessary to provide for the education of or to comply with the legal rights of any handicapped or exceptional student.

Section 10.2 It is understood that the Employer may continue to use contracted services and to utilize non-unit personnel and non-District personnel to the same extent and for the same purposes that such contractors and personnel have been utilized in the past, and that non-unit District personnel may continue to perform any work required for them to accomplish their job responsibilities. This shall specifically permit any District Employee to utilize computers or other equipment or technology in the performance of their duties. District Employees shall also continue to utilize any instructional or office methodology or technique to perform their duties.

ARTICLE 11 - MANAGEMENT RIGHTS

Section 11.1 The Employer hereby reserves to itself the authority conferred upon it by law. Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.

Section 11.2 It is understood and agreed that the Employer possesses the right, in accordance with applicable laws, to direct, manage and control all operations of the District including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, to determine the employment, classifications, and initial and subsequent assignment of Employees, the types of work to be performed, the shifts, schedules and hours of work, the number of Employees required, to select and hire Employees, to promote, suspend, lay off, demote, or discharge Employees, and to make, apply and enforce rules and regulations, provided that such rights shall not be exercised by the Employer in violation of the express provisions of this Agreement.

Section 11.3 Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel, except as otherwise provided by the express provisions of this Agreement.

Section 11.4 The listing of specific rights in this Article is not intended to be nor shall be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

ARTICLE 12 - SAVINGS OR SEPARABILITY

Section 12.1 In the event that any provision of this Agreement is held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and negotiations between the parties shall be held within ten (10) days after such court decision for the purpose of mutually agreeing upon a substitute provision. Notwithstanding the procedures of this paragraph or the results thereof, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 13 - COMPENSATION CLAIMS

Section 13.1 The Employer shall continue to provide Worker's Compensation protection or the equivalent thereof for all Employees.

Section 13.2 An Employee injured on the job who cannot complete their shift shall be paid for the balance of that shift at their regular rate. Employees suffering an injury during the course of their employment shall promptly report such injury to the building principal or supervisor.

Section 13.3 An Employee using an Employer designated physician for after-care while actively employed, shall be paid for time lost from work to keep follow-up appointments only if such appointments cannot be scheduled outside the Employee workday as determined by the carrier.

Section 13.4 An Employee who suffers an injury during the Employee workday and who seeks care on the premises the day of the injury, shall not lose pay.

Section 13.5 An Employee will be paid in accordance with the Worker's Compensation Act in the event of an absence as a result of a work related injury.

Section 13.6 The Employer will continue to pay their portion of the cost of the Employee health care program in accord with those obligations under the health care provisions of this agreement during the Employee's absence.

Section 13.7 Employees enrolled in the health care program at the time of the work related injury shall be continued in the current Employer program in accordance with district policy, FMLA, and COBRA rules and regulations.

Section 13.8 The worker's compensation insurance benefits as provided in this Article shall be coordinated with the sick leave and other paid leave and insurance benefit provisions of the Agreement and with other disability benefits provided by law, including Social Security disability benefits, such that no Employee shall receive compensation to exceed the amount of the Employee's regular base salary.

Section 13.9 After a one year (365 calendar days) absence from the date of injury, the Employee will lose seniority.

ARTICLE 14 - COMMUNICATIONS, UNION MEETINGS and BOARD AGENDA

Section 14.1 Communications The Business Administrator and representatives of the Union shall meet at the request of either party, at a mutually convenient time and place, for the purpose of reviewing concerns of either party as to the administration and implementation of this Agreement. The parties requesting the meeting shall submit to the other an agenda, at least one week prior to the meeting date, of those items to be discussed.

Section 14.2 Meetings of Union The Union shall have the right to schedule meetings in the schools with approval of the Employer.

Section 14.3 Copy of Agenda The Employer will make the monthly Board agenda available on the District's website.

ARTICLE 15 - PROBATIONARY EMPLOYEES

Section 15.1 An Employee shall be a probationary Employee until he or she has worked for the Employer for ninety (90) workdays.

Section 15.2 After completing a probationary period of ninety (90) work days, an Employee shall gain seniority status and his/her seniority date on the seniority list shall revert to the first day of the probationary period.

Section 15.3 The probationary period shall not be used to avoid hiring additional regular Employees.

Section 15.4 An Employee who is filling his/her probationary period shall work under the terms of this Agreement with the exception that both parties recognize that his/her employment is on a trial basis; and he or she may be terminated, suspended, or otherwise disciplined by the Employer for any reason and such shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 16 - SENIORITY

Section 16.1 Seniority shall prevail only as specifically delineated in this Agreement.

Section 16.2 Definition

- a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any full-time or regular part-time capacity in the bargaining unit.
- b) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hiring.
- c) No Employee may receive more than one (1) year of credit for each school year of service.
- d) In the event of a tie in seniority, determination will be by date of hire and if necessary, by lottery.

Section 16.3 Seniority shall be broken when an Employee

- a) Quits, resigns or takes a job elsewhere when his/her regular work is available;
- b) Is discharged for just cause;
- c) Is laid off for a period of twenty-four (24) consecutive months or a period exceeding the length of the Employee's continuous service, whichever is less;
- d) Fails to report for work following recall from layoff within ten (10) working days or following recall from a decision of an arbitrator reinstating an Employee who was discharged within three (3) working days after being notified by mail at the last address in the Employer's records;

- e) Fails to return following the end of a leave of absence, vacation or sick leave unless the Employee presents an excuse acceptable to the Employer;
- f) Is absent for three (3) consecutive working days without notifying the Employer, unless the Employee presents an excuse acceptable to the Employer;
- g) Is employed by another Employer during a leave of absence, except for military duty. This shall not prevent part-time Employees from continuing other employment outside the hours of their work with the Employer;
- h) Fails to return to work following a disciplinary suspension;
- i) Is promoted out of the bargaining unit.
- j) Normal or early retirement.

Section 16.4 Lay-off - If it becomes necessary to reduce the Employer's work force for any reason, the following shall apply:

- a) The Employer shall furnish the Union with all pertinent information, including copies of documents used in making determinations relevant to layoffs.
- b) A part-time Employee may not bump a full-time Employee, but may only bump into a part-time job with an equal to or lower number of hours in an equal or lower paid job classification.
- c) Reduction in force shall be by job classification and in reverse order of bargaining unit seniority.
- d) Probationary Employees within the classification shall be the first ones affected.
- e) After probationary Employees are laid off, bargaining unit seniority shall apply within a classification.
- f) Full-time Employees scheduled to be laid-off, may use bargaining unit seniority to displace a less senior Employee in an equal to or lower paid classification provided that the Employee scheduled to be laid-off has the present ability to perform the work as determined, by the Employer. This determination shall be subject to the grievance procedure. This does not apply to Department 2 (Special Education).
- g) Should there be vacant positions or positions filled by probationary Employees, such positions may be filled by Employees who have been laid-off from classifications that are paid the same or more and for which the Employee has the present ability to perform the work as determined by the Employer. This determination shall be subject to the grievance procedure. Bargaining unit seniority shall prevail in assigning such positions.
- h) The Employer shall give all affected Employees five (5) working days' notice of lay-off.
- i) No new appointments to temporary vacancies shall be made while there is a laid-off, qualified Employee, in the determination of the Employer, available to fill such vacancy. This determination shall be subject to the grievance procedure.

Section 16.5 Recall - Employees shall be recalled in the reverse order from which they were laid-off under the following conditions:

- a) Probationary Employees laid-off have no recall privileges.
- b) Notice of recall will be sent by certified mail to the Employee's last known address. It is the Employee's responsibility to provide the Employer with their current address.

- c) Refusal to accept recall to other than a position of equal or greater scheduled hours of work shall not constitute a waiver of recall rights or result in a break or loss of seniority.
- d) Laid-off Employees shall retain recall rights to their original laid-off position, for the twenty-four (24) month period or the length of continuous service, whichever is less.

Section 16.6 Vacancies

- a) A vacancy shall be defined as an employment classification or a position covered by this Agreement that is not presently being filled by virtue of an Employee's quit, retirement, resignation, termination or promotion to a higher rated bargaining unit classification and which the Employer determines shall be filled. Additionally, a vacancy shall also include newly created employment classifications within the bargaining unit.
- b) The District will make every effort to post all permanent bargaining unit vacancies on the District's website for a minimum of five days when practicable with an email posting to the Chief Steward and Business Agent, and to those bargaining unit members who sign up for the District's ListServ, based upon guidelines that may be established and modified from time to time by the Human Resources Department. Those Employees who wish to apply for said open jobs must notify Human Resources in writing by the date the posting ends.
- c) All vacancies will be filled as soon as possible after the expiration of the official position posting. Vacancies will be filled at the discretion of the Employer.

Section 16.7 Any Employee on the seniority list who is absent because of illness or injury shall continue to accrue seniority during any period of paid sick leave or Family Medical Leave.

Section 16.8 Employee classifications and departments shall be outlined and set forth in Articles 28 and 29.

Section 16.9 Within thirty (30) days after signing this Agreement and at least annually thereafter, the Employer shall mail a copy of the seniority list to the Union. The list shall consist of the Employees covered by this Agreement arranged according to their bargaining unit seniority. At least annually thereafter, the Employer shall mail to the Union a master bargaining unit seniority list comprised of all the Employees covered under this Agreement.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

Section 17.1 The regular work week for Employees shall be up to five (5) days Monday through Friday.

- a) Full time Employees shall receive up to a 60 minute unpaid lunch.
- b) Employees may leave the premises during the lunch period under the following conditions:
 - (1) The appropriate supervisor is notified.
 - (2) The Employee shall sign in and out, giving time of departure and return.

Section 17.2 Definitions

- a) A full time 12-month Employee is defined as an Employee whose assigned position is scheduled to work at least 35 hours per week excluding lunch.
- b) A full time 10-month Employee is defined as an Employee whose assigned position is scheduled to work at least 35 hours per week, excluding lunch, and whose working days include all teacher days plus five (5) days prior to the first teacher day and five (5) days after the last teacher day.
- c) A full time student day Employee is defined as an Employee whose assigned position or positions is scheduled to work at least 35 hours per week, excluding lunch, and who works every student day.

- d) A part-time Employee is defined as an Employee whose assigned position or positions is scheduled to work less than 35 hours per week, excluding lunch or less than the number of days determined in Section 17.2 a, b or c.

Section 17.3 The hours of work for each classification of Employee covered by this agreement will be determined by the Administration in accordance with the needs of the District. Work schedules indicating the hours of work for each Employee or Employee classification will be promulgated annually in writing by the appropriate building or District level administrator. The District shall continue to have the ability to adjust the working hours and job requirements for each position.

Section 17.4 Each full-time Employee who reports to work on a scheduled day shall be guaranteed a regular work day or paid time, except as provided in Section 17.8 and except for cancellation of school due to emergency situations or inclement weather.

Section 17.5 Each part-time Employee who reports to work on a scheduled day shall be guaranteed a regular work day or paid time, except as provided in Sections 17.8 and 30.5b and except for cancellation of school due to emergency situations or inclement weather.

Section 17.6 Time worked in excess of forty (40) hours a week shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate of pay.

Section 17.7 Employees required to work on a scheduled holiday as defined by the District's most recently amended calendar shall be paid at straight time hourly rate in addition to straight time holiday pay for all hours actually worked.

Section 17.8 Whenever an Employee is required to perform an unscheduled emergency call-in, the Employee shall be guaranteed two (2) hours of paid time or the actual time worked, whichever is greater.

Section 17.9 Overtime shall be administered in the following manner:

- a) Employees will be asked to work overtime within each classification based on the work requirements as defined by the Employer. No overtime may be worked without prior authorization of the supervisor.
- b) Overtime assignments within a particular school building will be made on a rotating system. If an Employee declines to accept the overtime, that Employee goes to the bottom of the rotation and the overtime is offered to the next Employee in the building.
- c) If no qualified Employee in the building accepts the overtime, the Employer may either assign the overtime work within the building or request other Employees within the classification to accept the overtime work.
- d) In the event that no one accepts the overtime offering and the Employer chooses not to force the Employee to accept such overtime, then the Employer may use contract, leased, temporary or substitute or supervisory workers for the overtime work.

Section 17.10 Sick leave and personal leave shall not be counted as time worked for purposes of computing overtime.

Section 17.11 Overtime payments shall not be pyramided.

Section 17.12 The Employer and the Employee may at any time mutually agree to shift hours of work by starting earlier or later than the regularly scheduled starting and ending times. Employees shall have established starting and ending times of work as scheduled by the District Superintendent or his/her designee subject to change with seven (7) calendar days notice to the effected Employees.

Section 17.13 Employees will be required to attend in-service day(s) as scheduled by the Administration for the purpose of staff development. Employees will be paid their regular hourly rate for the required hours attended. Advanced notice will be given when possible. Employees who choose to participate in training activities but are not required to do so will not be eligible for pay.

Section 17.14 Healthroom Nurses may be required to work additional days prior to the start of school for students.

Section 17.15 Special Education Aides who are required to meet the number of hours of professional development mandated by the Commonwealth of Pennsylvania, Department of Education, will be eligible for payment for documented hours completed up to the State minimum. Training and time must be preapproved in writing by the Supervisor. The pay rate for the training hours will be at the Special Education Aide's regular hourly rate.

ARTICLE 18 - PERSONNEL FILE

Section 18.1 An Employee in the Bargaining Unit shall have the opportunity to review his/her personnel file upon request, and submit a written rebuttal to any material derogatory to the Employee's conduct, service, character, or personality. To facilitate this process, the Employee will make an appointment with the Human Resources Office.

Section 18.2 The Employee shall receive notification of any evaluations or reprimands, which are placed in his/her file. A notation on the Employee's copy of the document indicating that a copy has been placed in the personnel file shall be considered adequate notification. Letters of commendation may be included in the Employee's personnel file. The parties agree that certain personal information, which includes academic references and other similar documents of privileged nature are exempt from the foregoing inspection. If an Employee's personnel file, or any of its contents, is subpoenaed in accordance with law, the Employee shall be immediately notified, and may have a copy of the subpoena upon request unless prohibited by law.

ARTICLE 19 - LEAVE OF ABSENCE

Section 19.1 All absences require supervisor approval. For any absence of 3 or more days, the employee must contact Human Resources in regards to their leave and approval of time off. The employee will be required to provide documentation.

Section 19.2 The Employer shall comply with the terms of the Family and Medical Leave Act (FMLA). A year for FMLA purposes shall be a rolling year. All leaves of absence, paid or unpaid, will run concurrently with FMLA. Eligibility for FMLA leave is defined by law and is in accordance with District policy.

Section 19.3 Upon written application to the Employer, a full time Employee may be granted a medical leave of absence for illness or injury for a maximum period of one (1) year (365 calendar days). The Employee may continue their benefits under the District healthcare plans in accordance with District policy, FMLA and COBRA rules and regulations.

Section 19.4 Part-time employees who do not qualify for FMLA leave but need to be absent from work due to their own serious health condition, will be allowed to use accrued but unused sick time. Should the absence need to extend beyond the available sick days, the employee may be granted additional unpaid time off for a total of 12 weeks. Should the employee not be able to return to work due to the continuation of a serious medical condition, additional time may be granted at the discretion of the employer in consideration of prior absence history and in accordance with applicable regulations.

Section 19.5 Upon written application to the Employer, a full-time employee may be granted a leave of absence without pay or other benefits, for the purpose of caring for a pre-school adopted child or newborn infant for a maximum period of one year (365 calendar days). The conditions controlling this type of leave are as follows:

- a) Whenever possible, the Employee shall give the District ninety (90) calendar days notice of such leave. When this is not possible, the request shall be submitted as soon as it can be with the leave not to commence prior to the acceptance of custody or occurrence of natural birth.

Section 19.6 Employees who request leaves of absence for extended medical, family or personal reasons, will be considered on a case by case basis and must be submitted in writing to the Human Resources Department prior to the leave dates.

Section 19.7 A leave of absence will not be granted to an Employee without the Employer's written consent. The Superintendent or designee may, at his/her sole discretion, grant short term leaves of absence without pay where the reasons, the surrounding circumstances and the prior absence history of the bargaining unit member are deemed meritorious. The granting of leave in any one case shall not establish a precedent for any future case, and no practice shall be deemed to be established by the granting or denial of such leave. Denial or limitation of short-term leave shall not be subject to the grievance procedure or arbitration.

Section 19.8 The Employer agrees to grant time off, without discrimination or loss of seniority rights and without pay, to Employees designated by the Union to attend labor conventions or to serve in any capacity on official Union business, provided forty-eight (48) hours written notice is provided to the Employer by the Union, specifying length of time off. The Union agrees that the request is subject to the approval of the Employer with the exception of elected positions and subject to the condition that there shall be no disruption to the operations of the Employer.

Section 19.9 An Employee on an approved leave shall retain his/her date of hire for seniority upon his/her return from leave. After one year (365 calendar days) of absence, the employee will lose seniority.

Section 19.10 Upon completion of an approved leave, the Employee shall be reinstated to the job held prior to the leave or to a comparable job.

ARTICLE 20 - PERSONAL LEAVE

Section 20.1 Full time Employees in the Bargaining Unit shall be granted three (3) paid personal days per year. Part time Employees in the Bargaining Unit shall be granted two (2) paid personal days per year.

Section 20.2 Personal days are to be requested in writing at least twenty-four (24) hours in advance of the days requested, except in cases of emergency, and are subject to approval by the supervisor.

Section 20.3 Personal days shall be approved based on the date of the request.

Section 20.4 Personal days may be used to extend paid or unpaid holiday or vacation periods with prior written approval by the supervisor.

Section 20.5 A "paid personal leave day" for pay purposes shall be defined as the current rate of pay times the number of regularly scheduled hours of work per day for the Employee.

Section 20.6 During the first ten (10) days of the scheduled school year and the last ten (10) days of the scheduled school year, personal days shall not be approved or taken except for emergency reasons.

Section 20.7 Full-time and part-time Employees may accumulate up to five personal days by advancing unused personal days to the following year. Once accumulated, Employees may elect to use no more than five personal days in any one year.

Section 20.8 The Employer will pay severance to an Employee who retires under the provisions of the Public School Employees Retirement System at the rate of \$45 per day for each day of accumulated but unused personal leave.

ARTICLE 21 - SICK LEAVE DAYS

Section 21.1 Employees in the bargaining unit shall be entitled to paid sick leave as set forth hereinafter:

- a) Sick leave allotments shall be credited to each Employee on July 1st of each year. Employees must work at least one day in the new school year in order to re-establish sick leave eligibility at the beginning of the school year.
- b) Sick leave shall be accumulative from year to year without limit.

- c) All or any part of such unused, accumulated sick leave may be used in any one contract year in half or whole day increments.
- d) 12-month employees shall accrue 12 sick days per year. All other employees shall be provided 10 sick days per year.
- e) During the first and last year of employment, sick leave days will accrue on a pro-rata basis. If the Employee terminates his/her employment before completing a full fiscal year period, his/her sick leave allowance will be prorated based on actual days worked. If the Employee has overdrawn the number of sick days, the final pay will be adjusted to recover any money owed to the District.
- f) A "paid sick leave day" for pay purposes shall be defined as the current rate of pay times the number of regularly scheduled hours of work per day for the Employee.
- g) The exception to Section 21.1(e) is that the Employer will pay severance pay upon the death of an Employee, payment made to the beneficiary or estate, or to an Employee who retires under the provisions of the Public School Employees Retirement System at the rate of \$45 per day for each day of accumulated but unused sick leave.
- h) 12-month employees may utilize up to twelve (12) days, all other employees ten (10), of their allotted sick leave, with the approval of the Employer, for absence due to illness in the immediate family, father, mother, brother, sister, son, daughter, spouse, parent-in-law or near relative who resides in the same household, or a person with whom the Employee has made their home.
- i) The Employer reserves the right to require a doctor's certificate for absences due to illness or injury.

ARTICLE 22 - BEREAVEMENT LEAVE

Section 22.1 Whenever an Employee shall be absent from duty in the event of a death in the Employee's immediate family, there shall be no deduction in wage of said Employee for an absence not in excess of three (3) consecutive working days.

Section 22.2 Members of the immediate family shall be defined as spouse, children, mother, father, brothers, sisters, parent-in-law, grandparent, grandchild, or near relative who resides in the same household, or any person with whom the Employee has made his/her home.

Section 22.3 Whenever an Employee is absent because of the death of a near relative of the Employee or spouse, there shall be no deduction in wage of said Employee for absence not in excess of one (1) day. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent-in-law.

ARTICLE 23 - JURY DUTY

Section 23.1 A member of the bargaining unit who is summoned for jury duty shall make a request for a leave of absence immediately upon receipt of notice of jury duty service. Such leave shall be granted with pay upon proper application. Employee will be paid the difference of regular wages minus any payment made by the court for jury service. Prior to receipt of payment, the Employee shall be required to present a statement issued and signed by the Clerk of Court stating the number of days the Employee was on jury duty.

ARTICLE 24 - HOLIDAYS

Section 24.1 Full-time twelve (12) month Employees are entitled to paid holidays in accordance with the School District calendar as adopted by the Board of Directors. Full time twelve (12) month Employees shall be required to work one (1) day during the winter or spring recess. Twelve (12) month Employees who volunteer to work additional days beyond the one (1) required day during the winter or spring recess will be paid at straight time hourly rates for all such hours worked, which must be preauthorized in writing by the Superintendent or his/her designee. Full time ten (10) month Employees are eligible for up to nine paid holidays as designated by the Human Resources Office annually.

Section 24.2 A "paid holiday" for pay purposes shall be defined as the current rate of pay times the number of regularly scheduled hours of work per day for the Employee.

ARTICLE 25 - VACATION

Section 25.1 All full time twelve (12) month Employees shall be granted paid vacation in accordance with the following schedule:

Continuous Full Time 12-Month Service		
Credit as of		
<u>June 30th of any Current Year</u>		<u>Vacation Eligibility</u>
Less than 1 year of service	-	Prorated based on days worked
1 through 5 years of service	-	10 days
6 years of service	-	11 days
7 years of service	-	12 days
8 years of service	-	13 days
9 years of service	-	14 days
10 through 14 years of service	-	15 days
15 or more years of service	-	20 days

Section 25.2 All vacation periods will be governed by administrative regulation in order to provide for efficient operations. Prior supervisory approval is necessary before any vacation may be taken. No more than two (2) weeks of vacation can be taken consecutively without prior written permission of the superintendent or designee.

Section 25.3 Up to five (5) days of unused accumulated vacation may be carried over to the following year.

Section 25.4 Vacations are granted for service as calculated on July 1. Vacations can be earned and taken in the same fiscal year.

Section 25.5 A "paid vacation day" for pay purposes shall be defined as the current rate of pay times the number of regularly scheduled hours of work per day for the Employee.

Section 25.6 Vacation credit shall be granted for full time 12-month employment only.

Section 25.7 During the first and last year of employment vacation days will accrue on a pro-rata basis. If the Employee terminates his/her employment before completing a full fiscal year period, his/her vacation leave allowance will be prorated based on actual days worked. If the Employee has overdrawn the number of sick days, the final pay will be adjusted to recover any money owed to the District.

ARTICLE 26 - REIMBURSEMENT FOR STUDY/SKILL DEVELOPMENT

Section 26.1 The Employer shall reimburse Employees for certain costs incurred in study or other activities embarked upon for the purpose of maintaining, improving, or increased current skills, or developing new skills. The reimbursement costs are limited to enrollment fees (tuition) paid to the institution or organization, which provided the instruction or conducts the activity in which the Employee enrolls.

Section 26.2 The reimbursements will be made available for study/skill development per year for each Employee. Courses or activities must be approved in advance in writing by the Superintendent or designee. Courses or activities should be related to the Employee's work as a condition for approval.

Section 26.3 Courses or activities may be for college credit at institutions whose credits are approved by the Pennsylvania Department of Education or courses required to maintain certification for positions held in this School District, or activities in the areas of work for which the Employee seeks skill maintenance, enhancement, or development, all subject to District pre-approval.

Section 26.4 Reimbursement for full time Employees will be made at the rate of seventy-five percent (75%) of their cost, after submission of a certified transcript showing evidence of satisfactory completion of a pre- approved course with a grade of "B" or better. Reimbursement for part time Employees will be prorated based on the percent of time the Employee is regularly scheduled to work. In instances where study/skill development is approved in institutions or organizations that do not give a grade, the Employee must provide evidence of satisfactory completion of the course or activity. In any case, written proof of payment must be submitted. Reimbursement is limited to twelve (12) credits per fiscal year – July 1 through June 30.

Section 26.5 In the event that an Employee separates from employment for any reason, other than for retirement pursuant to the provisions of PSERS, the Employee shall be required to reimburse the District for tuition reimbursement received for courses completed within six months of the date of employment separation except for Technicians. Technicians level I and/or II shall be required to reimburse the District for tuition reimbursement received for courses completed within one year of date of employment separation.

ARTICLE 27 - EVALUATION

Section 27.1 Every Employee shall be evaluated annually, or as warranted, by the supervisor designated for the position. A conference shall be conducted with the Employee to discuss the evaluation. The Employee shall be provided a copy of any evaluation report prepared by the supervisor. No Employee shall be required to sign a blank or incomplete evaluation form or report. An Employee's signature on a completed evaluation form or report means only that the Employee has reviewed the evaluation.

Section 27.2 An overall rating of proficient (satisfactory) or above is required to receive a salary increase. Those Employees rated needs improvement or unsatisfactory will receive prior notification. Needs improvement and unsatisfactory ratings will be given a sixty (60) day re-evaluation.

Section 27.3 An Employee whose overall performance is rated needs improvement will not receive an annual increase for the subsequent school year. If the Employee's performance is re-evaluated as proficient after a sixty (60) days probationary period, the employee will then be eligible for a prorated annual increase. An Employee whose overall performance is rated unsatisfactory will not receive the annual increase.

ARTICLE 28 - DEPARTMENTS AND CLASSIFICATIONS

DEPARTMENT - 1

- Instructional Support (Classroom aides, kindergarten aides, literacy aides, math aides, etc.)
- Title I Support
- Special Education Paraprofessional Level I (Special Education Instructional Support)
- Library Support
- IB CAS Coordinator and Knowledge Commons Support
- Teacher Support (High School, Middle School, Elementary)
- Building Clerical Support (High School)
- Career Center Advisor
- Receptionist/Clerical (High School, Middle School)
- Attendance Clerk (High School)

DEPARTMENT = 2

- Special Education Paraprofessional Level II (Low Incidence, Personal Care Assistant, Transition Program)
- Special Education Paraprofessional Level III (Job Coach)

DEPARTMENT = 3

- Administrative Assistant Level 1 (Assistant Principal, School Counseling, Elementary Office, Building, Food Service)

DEPARTMENT = 4

- Administrative Assistant Level II (Principal’s Administrative Assistant))

DEPARTMENT = 5

- Technician – Level I (Client Services Support, Site Services Support)

DEPARTMENT = 6

- Technician – Level II (Client Services Support, Site Services Support)

DEPARTMENT = 7

- Healthroom Nurse

ARTICLE 29 - WAGES AND PAY CLASSIFICATIONS

Section 29.1– The minimum starting hourly pay rate and maximum hourly pay rate ranges for each job classification will be as follows:

	Minimum	Maximum
Department 1	\$15.29	\$24.34
Department 2	\$20.90	\$28.86
Department 3	\$18.68	\$29.99
Department 4	\$20.09	\$32.84
Department 5	\$25.23	\$33.38
Department 6	\$27.92	\$35.55
Department 7	\$26.88	\$38.18

The salary ranges (minimum and maximum) listed above are for the 2022-2023 fiscal year. The minimums will be adjusted by 2.5% or higher at the discretion of the District for each of the subsequent years.

Technicians in the level II category must maintain the required certifications in order to remain in the level II pay category. Should certifications lapse, the Employee will be reclassified as a level I Technician and the pay rate will be adjusted accordingly.

Section 29.2 Hourly salary increases for bargaining unit members will be:

2022-2023:

- Department 1
 - \$1.00 flat increase or new minimum starting rate for pay class, whichever is greater
- Department 2 – 6
 - 3.3% or new minimum starting rate for pay class, whichever is greater
- Department 7
 - \$2.00 flat increase plus 3.3% or new minimum starting rate for pay class, whichever is greater

2023-2027: 3.3% each year or new minimum starting rate for pay class, whichever is greater

Longevity Payment: Employees who reach 10 years of satisfactory service in the District as of July 1 of each year of the agreement will receive an additional \$.50/hour base wage increase. This increase will be included after the annual pay rate adjustment.

The employee must be rated as satisfactory or above in order to be eligible to receive the new pay rates.

New pay rates go into effect each year as follows: 12-month staff July 1st, 10-month staff 5 days prior to the first teacher day, student day staff on the first student day.

Section 29.3 If the bargaining unit member was employed anytime during the first semester of the school year, he/she will receive the full increase amount in the following year. Those Employees who start after the beginning of the second semester will receive a prorated salary increase for the following year.

Section 29.4 Employees at the top of the range will receive a salary increase up to the maximum of the range for that year in accordance with the range adjustment defined in Section 29.1.

Section 29.5 The Employer reserves the privilege to advance an employee more than the stated salary increase for the year for outstanding service as determined by the employer and approved by the Superintendent or designee. Such advancements shall not be subject to the grievance process.

Section 29.6 All Employees shall be required to receive their pay by means of direct deposit to a financial institution of their own choosing.

ARTICLE 30 - OTHER TERMS AND CONDITIONS

Section 30.1 *Permanent Changes in Classification* - When an Employee is permanently assigned to a different rated job or classification, the Employee shall be paid the rate appropriate to the new job or classification. Said rate shall be payable for the date the change occurred. This may result in a reduction or an increase of salary where appropriate.

Section 30.2 *Temporary Assignment/Lower or Higher Rated Job or Classification* - Employees temporarily assigned to perform the tasks in a lower job class or classification shall suffer no loss of pay as a result of such assignment. Employees who are temporarily assigned to a different rated classification and required to perform the duties of that classification shall be paid at the rate for the higher classification for the hours worked in that position.

Employees must follow time reporting procedures set forth by the payroll department anytime the employee works in another job classification, unless directed otherwise by the payroll department.

Section 30.3 *Mileage Reimbursement* - When Employees utilize private vehicles in conjunction with District activities and are so authorized by the District, the mileage compensation shall be the prescribed rate approved for business expense deductions for Federal Income Tax purposes. The effective date for mileage reimbursement rate changes shall be in line with IRS guidelines.

Section 30.4 *Tax Sheltered Annuities* - All Employees shall be able to contribute to District approved Tax Sheltered Annuities through payroll deduction in accordance with the Employer's approved plan documents.

Section 30.5 *Emergency Closings*

Office Personnel:

Two-Hour Delay for Students: Staff may report up to one-hour later than their regularly scheduled start time. With pre-approval of the supervisor, an Employee who reports later than their regularly scheduled start time may make up the lost time during their lunch break, or before or after their regularly scheduled start or end time. Missed time must be made up before the end of the current school year (not to exceed 40 hours in any work week.) Timecard should reflect hours worked and must be authorized by the supervisor/principal.

Early Dismissal for Students: Staff will work their regularly scheduled hours unless otherwise instructed by the Superintendent.

School Cancelled/Flexible Instruction Day (FID) for Students: If schools are closed, or a FID day is used, for students, all 12-month Employees are required to report to work. At the Employee's request, the Employee may choose to have the day paid as a personal or vacation day. For cancellations, 10-month and student day staff will be rescheduled to work on the student make-up day. With pre-approval of the supervisor, 10-month and student day Employees who are unable to work on FID days, may make up the lost time during their lunch break, or before or after their regularly scheduled start or end time before the end of the current school year (not to exceed 40 hours in any work week.) Timecard should reflect hours worked and must be authorized by the supervisor/principal.

Should the Superintendent, at his/her discretion, decide to close schools for all staff and all offices, 12-month Employees will receive their regular pay for that day. Should the Superintendent authorize a modified work schedule for the cancelled student day, 12-month Employees who report for work will receive their regular pay for that day.

Student Day Employees:

Employees who work directly with the students should always follow the student schedules. When there is a delay, cancellation or early dismissal, or a Flexible Instruction Day (FID), a reduction of hours may result.

If the student day employee's principal/supervisor has work available and pre-approves makeup time for weather emergency delays, the student day employee will be able to request makeup time. Missed time must be made up by the end of the current school year (not to exceed 40 hours in any work week.) Makeup time must be **pre-approved** by the principal/supervisor and is solely granted at the employer's discretion. Under no circumstances should employees assume the availability of makeup work or time be made available. Failure to obtain pre-approval for makeup time may result in disciplinary action.

On unscheduled, early dismissals due to inclement weather or emergency, if an Employee reported to work and was dismissed earlier than the Employee's normal dismissal time, he/she will be paid for the regularly scheduled hours for that day.

For Special Education 1:1 Aides who report to work and their assigned student is unexpectedly absent, the aide may be reassigned for that day with pay (up to their regularly scheduled hours) or have the option to leave for the day without pay.

Section 30.6 Resignation of Employment - Employees who decide to terminate their employment with the District are required to submit written notification to the Human Resources Department at least two weeks prior to their last workday.

ARTICLE 31 - PENSION

Section 31.1 Eligible Employees shall be provided pension benefits as provided by the Pennsylvania Public School Employees Retirement System (PSERS).

ARTICLE 32 - HEALTH INSURANCE

Section 32.0 Eligible Employees

- 12 month Employees scheduled to work a minimum of 35 hours per week excluding lunch.
- 10 month Employees scheduled to work a minimum of 35 hours per week excluding lunch.
- Student day Employees scheduled to work a minimum of 37.5 hours per week excluding lunch.

Section 32.1 Insurance Procedures

- a) Actual effective coverage for all members of the benefit program is contingent upon the date of hire, the Employee completing all necessary enrollment forms, and is subject to enrollment dates, subject to product availability and subject to other rules and regulations which the insurance carrier has as part of its normal operating procedures, subject to changes that may be caused by legislative and/or administrative actions by the State or Federal government, and subject to product amendments as may be universally instituted.
- b) A group open enrollment period shall be held each year in May for a minimum of 14 days. During this period, Employees may elect to enroll-disenroll and/or add/delete eligible dependents in the medical, prescription, dental, vision, option out, or Section 125 plan(s). Changes in enrollment shall take effect July 1.
- c) If an excise tax or penalty should be instituted during the term of this Agreement by the Federal or State government, or before a successor Contract is reached, the Union and the District agree that:
 - (1) any health benefits plans offered by the District that trigger an excise tax or penalty under the Patient Protection and Affordable Care Act (ACA) will either be modified or eliminated by agreement of the parties;
 - (2) the District agrees to modify or eliminate healthcare plans with the consent of the Union; and
 - (3) notwithstanding (1) and (2) above, within thirty (30) days of when the excise tax or penalty provisions take effect, no healthcare plan will be provided by the District that exceeds the excise tax or penalty thresholds established by the ACA.

Section 32.2 Health Insurance - The Employer shall pay a portion of the premium for eligible Employees (as defined in Section 32.0) and the balance of the premium shall be paid by the Employee through mandatory payroll deduction as outlined below:

Classification	PC 20/30/70 Rx 10/25/40/100 Dental 100/80/50/50 Vision
12 & 10 Month	2022 – 2027: 13%
Student Day (37.5 hours/week)	2022 – 2027: 13%
Student Day (30-37.4 hours/week)	2022-2027: 100%

The Employer sponsored group insurance plans are:

- a) Medical Insurance
The medical plan for eligible Employees (as defined in section 32.0) shall be Blue Cross Personal Choice 20-30-70 or its equivalent.
- b) Prescription Plan
The Employer shall provide eligible Employees (as defined in section 32.0) a prescription drug plan. The co-payments for the plan shall be \$10 generic, \$25 brand preferred formulary, \$40 brand non-preferred formulary, \$100 specialty drug; 30-day supply for one co-payment; two co-payment for 3-month supply if mail ordered, no out-of-network reimbursement. Mandatory mail order after three (3) 30-day fills at retail, all maintenance drugs must be filled by mail order. Each mail order fill will be subject to the applicable co-pay for up to a 30-day supply and two retail co-pays for a 31-90 day supply. The plan shall also include prior authorization, step therapy, drug quantity management and a value enhanced network.
- c) Dental Insurance
The Employer shall provide a basic family dental insurance plan for eligible Employees (as defined in section 32.0). Costs for services will be at prevailing fees established by the insurer. Benefits will be limited to 100% for preventative care, 80% for basic care, and 50% for major services, with a maximum of \$1,500 per year per eligible

family member. Prosthodontics (replacement of missing teeth) will not be covered under the terms of this Agreement. Orthodontia benefits will be 50% co- insurance and limited to a lifetime maximum of \$1,500 per eligible family member.

d) Vision Care

The Employer shall provide eligible Employees (as defined in section 32.0) a group vision care insurance plan for in-network services only.

Section 32.3 In addition, bargaining unit Employees who do not qualify for health insurance eligibility as defined in Section 32.0 herein and are scheduled to work a minimum of 30 hours per week shall be eligible to participate upon application in the health plan. The Employee will have the option to pay the premiums through payroll deduction. Employees will be responsible for the full premium under the plan. Payments in full are due in the applicable pay period.

Section 32.4 Section 125 Plan - This Plan will permit Employee contributions for insurance coverage to be made on a before-tax payroll deduction basis to the extent allowed under Internal Revenue Service Code Section 125 and related regulations. In addition, should the District implement Flexible Spending Account Plans and/or Dependent Care Account Plans; Employees may participate per the terms and limitations of the Plan Document.

Section 32.5 A comparable plan to any or all of the above coverages or self-insurance may be selected by the District.

- a) The Board shall notify the Teamsters in writing at the earliest date it begins planning to consider an alternative insurance carrier or carriers. The Teamsters shall receive all documents and data furnished by the District to any prospective carrier(s).
- b) Copies of documents evidencing comparability of coverage and sound reputation and financial condition of the prospective carrier(s) shall be furnished both to the Board and the Teamsters. The Board and Teamsters may each request such other documents or meetings with the prospective and/or current carrier(s) as may be desired.
- c) In the event of a continuing dispute over the comparability of another plan to the existing plan, the matter may be processed as a grievance. Should the arbitrator find the plan not comparable, the award shall only direct the District to provide comparable benefits. The arbitrator shall not have the power to order the District to change or not to change carriers.
- d) A self-insurance plan shall be subject to the same conditions as above.
- e) The District may not change carriers more often than every twelve (12) months.

Section 32.6 No Duplication of Benefits - Where two (2) Employees are or become married to each other and are eligible for all or a portion of the medical, dental, vision or prescription insurance by virtue of their being members of this bargaining unit or any other bargaining unit recognized by the Employer, the level of benefits will neither be decreased or increased as a result of the marriage. If coverage to both spouses is provided by one family policy, the spouse who is named as the subscriber and the spouse covered as a dependent shall be entitled to the same level of benefits. Where each such spouse has dependents, the Employer will provide the premium for group insurance coverage of all such dependents equal to coverage provided to dependents of other Employees.

Section 32.7 Precise terms and conditions of all group insurance benefits shall be described by the master plan or master contract issued by the carrier, a copy of which will be made available to the Union upon request.

Section 32.8 Coverage shall terminate on the Employee's last working day or the effective date of change in eligibility status.

Section 32.9 Eligible Employees may participate in benefit program(s) provided for the bargaining unit, subject to the procedures and operating guidelines of the carrier(s).

- a) Where the Employer's contribution does not cover the full amount of the premium(s), the Employee assumes the obligation for the cost of the program(s) and agrees that the cost(s) for the program(s) be added together and annualized over the appropriate period of the fiscal year covered by the benefit program(s).
- b) For 12 month Employees, the annualized amount will be deducted from the first and second pay of each month, July through June. For 10 month and student day Employees, the annualized amount will be deducted September through June.
- c) For those Employees who do not receive paychecks during the summer months, additional deductions shall be made and added to the annualized amount above in order that payment for the affected months is made in advance.
- d) Employees who terminate employment before the end of the benefit period shall be entitled to a refund of premium(s) deducted for the summer months only. Other premium(s) paid by deduction shall be considered to be for the period of employment and shall cease with the covered benefit in accordance with the provisions cited under the terms of the carrier for each benefit option.
- e) Employees shall make their choice for such benefit program(s) at the open enrollment period. Changes to the program(s) will only be permitted during the year when special circumstances require such change.
- f) In the event the premium deduction exceeds the amount of the Employee's pay, it will be the responsibility of the Employee to make full payment to the Employer of required premiums as of the pay date.

ARTICLE 33 – OTHER INSURANCE

Section 33.1 Insurance Procedures

- a) Actual effective coverage for all members of the benefit program is contingent upon the date of hire, the Employee completing all necessary enrollment forms, and is subject to enrollment dates, subject to product availability and subject to other rules and regulations which the insurance carrier has as part of its normal operating procedures, subject to changes that may be caused by legislative and/or administrative actions by the State or Federal government, and subject to product amendments as may be universally instituted.

Section 33.2 Income Protection Insurance - The Employer shall pay the premium for Income Protection Insurance for all eligible Employees (as defined in Section 32.0).

- a) There shall be a waiting period of no less than sixty (60) days;
- b) Each Employee must have exhausted all sick leave or other paid leave to which he or she is entitled;
- c) The disability payments shall consist of sixty percent (60%) of salary, up to a maximum of \$1,500.00 per month;
- d) Each beneficiary under this program shall have deducted from the long-term disability payment those benefits received from social security, worker's compensation, retirement benefits or any insurance policy paid for by the Employer;
- e) Disability payments will be paid on a year-round basis to eligible Employees;
- f) Confirmation of a physician licensed to practice medicine in the Commonwealth will be required to qualify for and to continue to receive benefits.

Section 33.3 Life Insurance - The Employer will pay the premium for group term life insurance for all eligible Employees (as defined in section 32.0) in an amount equal to the Employee's salary, rounded to the nearest one thousand dollars (\$1,000.00). This insurance plan will include double indemnity for accidental death and dismemberment.

Section 33.4 Coverage shall terminate on the Employee's last working day or effective date of change in eligibility status.

Section 33.5 A comparable plan to any or all of the above coverages may be selected by the District.

- a) The Board shall notify the Teamsters in writing at the earliest date it begins planning to consider an alternative insurance carrier or carriers. The Teamsters shall receive all documents and data furnished by the District to any prospective carrier(s).
- b) Copies of documents evidencing comparability of coverage and sound reputation and financial condition of the prospective carrier(s) shall be furnished both to the Board and the Teamsters. The Board and Teamsters may each request such other documents or meetings with the prospective and/or current carrier(s) as may be desired.
- c) In the event of a continuing dispute over the comparability of another plan to the existing plan, the matter may be processed as a grievance. Should the arbitrator find the plan not comparable, the award shall only direct the District to provide comparable benefits. The arbitrator shall not have the power to order the District to change or not to change carriers.
- d) A self-insurance plan shall be subject to the same conditions as above.
- e) The District may not change carriers more often than every twelve (12) months unless a carrier will no longer offer coverage during the benefit period. The alternate coverage would be comparable to current coverage.

ARTICLE 34 - PERIOD OF AGREEMENT AND INDEMNIFICATION

Section 34.1 The provisions of this Agreement shall take effect on July 1, 2022 and shall continue in full force and effect through June 30, 2027, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

Section 34.2 The Union agrees to indemnify and save the Board and each individual School Board member and the Downingtown Area School District, including every officer, appointee and/or Employee of the District, harmless against any claims, demands, costs, suits or other forms of liability of any nature, including back pay, and all court and/or administrative agency costs; counsel fees and all other legal costs and expenses that may arise out of or by reason of action by or action not taken by the Board or District for the purpose of complying with this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have executed this Agreement as of the day and year first above written.

DOWNINGTOWN AREA SCHOOL DISTRICT

TEAMSTERS LOCAL UNION NO. 384

DOWNINGTOWN AREA SCHOOL DISTRICT

TEAMSTERS LOCAL UNION NO. 384



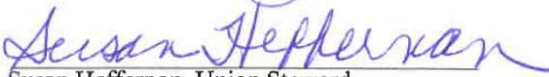
Lee Wisdom, School Board President




Anna M. Jordan, Chief Steward




Ginny Warihay, School Board Secretary



Susan Heffernan, Union Steward



Michael Bonaduce, Teamsters 384



Steve Sharkey, Teamsters 384

DATE: 6/1/22

DATE: 6/1/2022

**MEMORANDUM OF UNDERSTANDING BETWEEN
DOWNTOWN AREA SCHOOL DISTRICT AND
TEAMSTERS LOCAL UNION 384**

This Memorandum is created contemporaneously with the ratification of the 2022-2027 collective bargaining agreement between the Downingtown Area School district and Teamsters Local 384 for the purpose of permanently memorializing certain mutual understandings that are ancillary to but are not part of the collective bargaining agreement. Accordingly, the parties hereby mutually agree as follows:

1. One employee, Denise Ciarlone, who was previously grandfathered for healthcare coverage under the previous Collective Bargaining Agreement received an increase in hours per week to 37.5 (excluding lunch) in order to qualify for the healthcare provisions provided to full-time student day employees with the start of the 2017- 2018 year. Should this employee voluntarily change positions or reduce in hours, eligibility for healthcare coverage will change in accordance with the hours.
2. One red circled Employee at the top of the range, Tamblyn Byerly, will receive a salary increase up to the maximum of the range for that year in accordance with the range adjustment defined in Section 29.1 and any differential from the stated increase will be paid as a supplemental payment not included in the base salary.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Memorandum of Understanding as of the day and year written below.

Downingtown Area School District

Teamsters Local 384



School Board President



Chief Steward



School Board Secretary



Business Agent

Date: 6/1/22

Date: 6/1/2022