

# **COLLECTIVE BARGAINING AGREEMENT**

**NAZARETH AREA SCHOOL DISTRICT**

**AND**

**TEAMSTERS UNION LOCAL #773  
ALLENTOWN, PENNSYLVANIA**

**SEPTEMBER 1, 2019 TO AUGUST 31, 2022**

## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
	General Provisions .....	
1.	Recognition .....	1
2.	Term of Agreement .....	1
3.	No Lock-Out - No Strike Provision .....	1
4.	Wage Provisions .....	1
5.	Other Employee Benefits.....	1
6.	Hours of Work and Other Conditions of Employment.....	2
7.	Grievance Procedure.....	2
8.	Waivers .....	2
9.	Conformity to Law .....	2
10.	Execution Date and Signatures .....	3
	<b>Appendix A</b>	
11.	Wages of Employment .....	4
	11.1. Compensation Per Hour.....	4
	11.3. Overtime Pay .....	4
	11.4. Employee Status.....	5
12.	Retirement Bonus.....	5
13.	Method of Payment .....	7
	<b>Appendix B</b>	
14.	Court Appearances .....	8
15.	Jury Duty .....	8
16.	Bereavement Leave .....	8
17.	Holidays .....	8
18.	Vacations .....	9
19.	Sick Leave.....	10
20.	Personal Day.....	11
21.	Workshops and Conferences .....	12
	<b>Appendix C</b>	
22.	Hospitalization Insurance .....	13
23.	Income Protection Plan .....	16
24.	Group Term Life Insurance.....	16
25.	Workers' Compensation .....	17
26.	Dental Plan.....	17
27.	Vision Plan .....	18
28.	Prescription Drug Insurance .....	18
29.	Insurance Coverage - Retirees.....	19
30.	Union Dues Deductions.....	20

<b>Appendix D</b>		
31.	Regular Work: Day/Week/Year.....	21
32.	Other Conditions .....	21
	32.1. Lunch Period.....	21
	32.2. Reporting Pay .....	21
	32.3. Guaranteed Call-Out.....	21
	32.4. Time Cards/Record of Hours Worked .....	22
	32.5. Searches for Explosives.....	22
	32.6. Tool Allowance For Maintenance Employees.....	22
	32.7. Work Coverage During Absences .....	22
	32.8. Assignment of Duties .....	22
33.	Subcontracting .....	22
<b>Appendix E</b>		
34.	Grievance Procedure.....	23
	35.1. Definitions .....	23
	35.3. Procedures .....	24
35.	Reprimand, Suspension, and Discharge.....	25
36.	Seniority .....	26
37.	Union Steward.....	27
<b>Appendix F</b>		
38.	Managerial Rights .....	28
<b>Appendix G</b>		
39.	Head Custodian.....	29
<b>Appendix H</b>		
40.	Standard Prescription Drug Utilization Management Program Definitions	30

## **AGREEMENT**

### **1. Recognition**

Local #773, affiliated with the International Brotherhood of Teamsters, hereinafter called the Bargaining Unit, is hereby recognized by the Nazareth Area School District, hereinafter called the Employer, as the Bargaining Agent for the subdivision of the employer unit as certified and determined by the Pennsylvania Labor Relations Board and comprised of all full-time Maintenance, Information Technology Technicians, and part- and full-time Custodial employees, hereinafter called the Bargaining Unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

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

Both parties covered by this Agreement agree faithfully to do and perform all duties and obligations under the terms and conditions as contained herein.

### **2. Term of Agreement**

The term of this Agreement shall begin on September 1, 2019, and shall continue in full force and effect until August 31, 2022, or until such later date as the two parties may hereinafter agree upon in writing as 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 signature thereto.

Definition: For the purpose of this Agreement, a year shall represent the period commencing on the first day of July and concluding on the last day of June the following year.

### **3. No Lock Out - No Strike Provision**

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

### **4. Wage Provisions**

The parties agree that wages to be affected by this Agreement are accurately reflected in Appendix A, made part of this Agreement, and that the schedule of wages as set forth in Appendix A shall be the schedule which shall remain in force for the entire period of this Agreement.

### **5. Other Employee Benefits**

The parties agree that other employee benefits to be provided for under this Agreement are accurately reflected in Appendices B & C, attached to and made part of this Agreement.

Any changes in other employee benefits to which the parties may agree shall be evidenced by a revised Appendices B & C, which shall be executed by the parties and attached hereto and made part of this Agreement.

Definition: For the purpose of this Agreement, an employee/employees, shall refer to and be limited to, a member/members of the Bargaining Unit.

## **6. Hours of Work and Other Conditions of Employment**

The parties agree that hours of work and other conditions of employment affected by this Agreement are accurately reflected in Appendix D attached to this Agreement.

Changes in hours of work or other conditions of employment to which the parties may agree shall be evidenced by a revised Appendix D, which shall be executed by the parties and attached hereto and made part of this Agreement.

## **7. Grievance Procedure**

It is in the interest of the general public that grievances be reconciled and disposed of as expeditiously as possible.

The parties agree that a grievance that arises out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Appendix E, attached hereto and made part of this Agreement.

## **8. Waivers**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement, during the term of this Agreement, will be conducted on any item whether contained herein or not, except by written consent.

## **9. Conformity to Law**

Nothing contained herein shall be construed to deny or restrict any employee such rights, nor to limit such responsibilities, as he/she may have under the Public School Code of 1949 as amended, the Public Employee Relations Act, Act 195, or any other applicable laws and regulations. The rights granted to the employees herein shall be deemed to be in addition to those provided elsewhere.

The parties hereto shall comply with all provisions of this Agreement, unless and until any provision or provisions are held to be contrary to law by legislation, by the Supreme Court of the Commonwealth of Pennsylvania or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are so held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purposes of modifying the same to conform to the law.

**10. Execution Date and Signatures**

IN WITNESS WHEREOF, Local #773, Affiliated with the International Brotherhood of Teamsters, and the Nazareth Area School District have hereby duly executed the Agreement on this 13th day of August, 2018.

Local #773, Affiliated with the  
International Brotherhood of  
Teamsters

Nazareth Area School District

By \_\_\_\_\_  
Business Agent

By \_\_\_\_\_  
President

\_\_\_\_\_  
Shop Steward

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Shop Steward

## APPENDIX A

### 11. Wages of Employment

11.1 The following shall be the hourly rates in effect during the term of this Agreement.

#### Compensation per Hour

<u>Classification</u>	<u>19-20</u>	<u>20-21</u>	<u>21-22</u>
Maintenance I	25.36	26.05	26.76
Maintenance II	28.53	29.30	30.09
IT Technician	26.42	27.14	27.87
Custodian	22.96	23.58	24.22
PT Custodian	14.80	15.21	15.62

11.2 The Maintenance I classification consists of the positions known as Inventory Manager, Groundskeeper, and Utility person. Current individuals serving the District in said capacity shall continue to be classified as Maintenance II and receive the compensation rate of a Maintenance II employee. Effective September 1, 2010 any individual hired as an Inventory Manager, Groundskeeper, and/or Utility person shall be classified as a Maintenance I employee and shall receive the compensation rate of a Maintenance I employee (subject to section 11.2.2 of the Agreement).

11.2.1 Head Custodian will be assigned at the discretion of the District, but when assigned, the rate will be \$1.75 per hour for the elementary buildings, NAIS and NAMS, and \$2.00 per hour for NAHS above the scheduled salary for duties beyond the normal requirements for custodians. Head Custodian will not be assigned any supervisory duties.

11.2.2 All first year employees, excluding part-time employees, will make 90% of the salary of the classification for which they are hired. Second year employees will earn 95%; and third year employees, 100% of the salary.

11.3 Overtime pay shall be based upon the following:

11.3.1 The employee shall receive one and one-half (1½) times the stated rate (as set forth in Appendix A, Article 11 of this Agreement) for that employee's classification.

11.3.2 Overtime pay shall occur in the following instances, unless such work is part of a flexible work schedule.

11.3.3 All work performed beyond forty (40) paid hours per workweek.  
(Commencing 12:01 a.m. THURSDAY morning)

Paid hours include, but are not limited to, sick days, vacation days, and holidays. Uncompensated leave does not qualify as paid work. To be eligible for overtime pay, sick day(s) on a Monday or a Friday must be documented with a doctor's note in order to be counted as paid hours.

- 11.3.4** All work performed on Saturdays and Sundays. Unless such work is part of a flexible work schedule.
- 11.3.5** All work performed on Holidays (as per the school calendar) as set forth in Article 17 of the Agreement.
- 11.3.6** A list in each school building should be properly posted according to seniority within each employee classification in each building. In the event of the availability of overtime work within that school building and within a particular classification and specialty area, the overtime shall be distributed on a rotating basis beginning with the most senior employee within the classification. An employee who refuses overtime shall be bypassed and the next employee according to the list will be eligible for the overtime. Rotation shall continue vertically from one employee to the next and shall not return to the top of the list until the entire list has been exhausted. All Custodians will be used for overtime. The rotation shall be followed throughout the term of the Agreement and consideration shall be given to the number of overtime hours involved, so that an attempted balance is reached between employees.
- 11.3.7** A minimum of one-half hours shall be applied against all overtime accumulated within a working day.
- 11.3.8** When required by the employer, employees covered by this Agreement will work a reasonable amount of overtime.

#### **11.4 Employee Status**

- 11.4.1** A full-time employee is one who is employed for at least forty (40) hours a week and is expected to be employed for at least fifty-two (52) continuous weeks during the fiscal year.
- 11.4.2** An employee who has been in the employ of the school district for less than ninety (90) working days shall be considered a probationary employee.
- 11.4.3** The ninety (90)-day probationary period will be waived for any person hired as regular full-time after working for a minimum of five (5) consecutive months, during the long-term disability of a regular employee, as a temporary employee.

### **12. Retirement Bonus**

- 12.1** Each employee represented by this agreement who serves the Nazareth Area School District on a full-time basis continuously for at least fifteen (15) years immediately prior to his/her final year of service shall receive a bonus of one percent (1%) of their final year's base salary excluding overtime for each year of service to the Nazareth Area School District, including the final year; provided, however, that the employee has submitted written notice of his/her intention to retire from public school service to the Superintendent of Schools on or before March 1 of the final year of service in the Nazareth Area School District.



(This notice may be waived by the School Board for the reasons of illness or urgent family circumstances.)

The employer shall make a non-elective employer contribution to the Enhanced TSA Retirement Program of the employee's choice, in accordance with the employer's 403(b) plan vendor list, in the amount of one percent (1%) of the employee's final years salary equivalent for each year of service to the Nazareth Area School District, however, the employee must have submitted written notice of his/her intention to retire from public school service to the Superintendent of Schools on or before March 1 of the final year of service in the Nazareth Area School District. (The notice date may be waived by the school board for reasons of illness or urgent family circumstances.) Payment by the school district shall be made following retirement. The employee shall have no cash option.

A qualifying employee who fails to give the timely written notice as requested above shall, following retirement, receive an amount equal to one-half of a percent (0.5%) of his/her final year's salary equivalent for each year of service to the Nazareth Area School District, or twenty thousand dollars (\$20,000), whichever is less.

Any payments made under this contract provision shall be subject to any deductions imposed by any governmental body.

In the alternative to the above, employees shall have the option of receiving a payment of \$35.00 for each unused, accumulated sick day earned before retirement. Retirement for the purpose of this contract provision shall be defined as follows:

To be eligible for the sick leave rebate, employees shall have accrued a minimum of thirty (30) total public school years of service, with at least (10) years of said service having been in Nazareth, and at least twenty-five (25) years of said service shall have been in the Commonwealth of Pennsylvania.

Chronological age, with regard to this specific contract provision, shall not be a factor and the choice of the selection of either payment under the final year's salary or the unused sick leave rebate shall be the sole discretion of the retiring employee.

All other employees not qualifying for the final year salary provision accruing a minimum of fifteen (15) years of continuous years of service in the Nazareth Area School District shall receive a payment of \$25.00 for each unused, accumulated sick day at retirement.

### **13. Method of Payment**

**13.1** Each employee shall be paid once every two weeks on a pay schedule determined by the District. Wages paid shall represent all regular and overtime hours worked during the two week pay period beginning Thursday and ending the second Wednesday thereafter. Each employee shall receive his/her paycheck the third Thursday after the Wednesday defining the end of the pay period.

As of the execution of this Agreement, all members of the bargaining unit will be required to participate in the District's direct deposit system. The District will comply with all State and Federal regulations in reference to the guidelines for payroll accounting/distribution.

The District will permit each bargaining unit member to have a choice of a combination of up to three accounts and/or institutions.

If a payday should occur on a Federal holiday, the deposit shall be given on the last business day preceding the holiday.

In the case of an extreme emergency, the payday may be extended up to two days, provided the employer has made every effort to meet that scheduled payday. Examples of extreme emergencies would be, and not limited to: extensive power outages within the district or at the location of the payroll system and/or severe weather conditions which would limit travel.

## APPENDIX B

### 14. Court Appearances

14.1 Any full-time employee covered by this Agreement who shall be required to attend a Court of Law as a witness under subpoena shall be excused from duty without loss of pay if the court appearance is District related for the period so required. Any payment received as result of this court appearance must be reimbursed to the district.

### 15. Jury Duty

15.1 Any full-time employee covered by this Agreement who shall be called for jury duty by a Court of the Record, shall be excused from duty without loss of pay for the period so required. The employee shall keep all compensation received for their jury duty services. In addition hereto, all employee benefits shall continue throughout any term of jury duty regardless of length of said term.

### 16. Bereavement Leave

16.1 All full-time and part-time employees, including those on probation, and covered by this Agreement, shall be allowed a bereavement leave of absence not to exceed three (3) workdays in the event of death in the immediate family. The employee shall report for duty on the next regularly scheduled work day following the expiration of the three (3) consecutive work days and shall not forfeit any salary for any regular working days missed.

All full-time and part-time employees covered by this Agreement shall be allowed one (1) day with regular pay to attend the funeral of a near relative.

Definition: The term "immediate family" shall include the following:

Wife, Husband, Mother, Father, Sister, Brother, Son, Daughter, Grandchild, Father-in-Law, or Mother-in-Law. (Similar absence will be allowed in the case of the death of a near relative, provided they reside within the same household as the employee, immediately preceding the death.)

Definition: The term "near relative" shall include the following:

Step-Mother, Step-Father, Step-Son, Step-Daughter, First Cousin, Grandfather, Grandmother, Aunt, Uncle, Niece, Nephew, Brother-in Law, Sister-in-Law, Son-in-Law, or Daughter-in-Law.

### 17. Holidays

17.1 All full-time members of the Bargaining Unit covered by this Agreement shall be granted thirteen (13) paid holidays.

Holidays will generally follow the schedule below; however, the Board reserves the right to designate the holiday schedule as set forth in the school calendar.

<u>Month</u>	<u>Holiday Schedule</u>
July	Independence Day
September	Labor Day
November	Thanksgiving Day
November	Day after Thanksgiving Day
December	Day before Christmas Day
December	Christmas Day
December	Day before New Year's Day
January	New Year's Day
February	Presidents' Day
April	Good Friday
April	Easter Monday
May	Memorial Day

One floating holiday to be used at the discretion of the employee with approval of his/her immediate supervisor and approval will not be unreasonably withheld.

- 17.2** Any absence chargeable to sick leave immediately preceding or following a holiday/vacation/personal period or day, shall require a doctor's statement upon written request from the immediate supervisor. Failure of the employee to provide such verification shall result in employee forfeiture of sick pay. The pay for such paid holidays shall be for eight (8) hours at the rate of the classification in which the employee is employed.

## **18. Vacations**

- 18.1** Employees are eligible for vacation on the basis of their years of continuous service to the Nazareth Area School District. Vacations are "earned" during one year of service and are taken during the next year of service. Only completed months of employment, including paid vacation, paid holidays, and paid sick leave will be counted to arrive at earned vacation days. Employees who are injured on the job shall earn vacation; however, employees who are absent from work as a result of such injury for a period of one year or longer will not earn vacation benefits. Vacations shall not be earned during any period in which an employee is receiving benefits under the school district's Income Protection Program.

- 18.2** All vacations must be scheduled with the immediate supervisor prior to May 30th of the preceding year. Vacations shall be scheduled by the immediate supervisor upon written request by the employee. All time off accrued may be taken at the employee's discretion, in a manner in which assures staff balance and minimum interruption with the effective and orderly operation of the Department. Employees shall be afforded the option of using a maximum of three (3) vacation days in half day increments.

- 18.3** Vacations for full-time members of the Bargaining Unit shall be provided for according to the following procedures:

- 18.3.1** Employees whose service started after July 1 of each fiscal year shall be granted vacations on the basis of .833 days for each month of employment prior to June 30th of the same fiscal year.

**18.3.2** For purposes of computation, employees whose service started between July 1 and March 31 shall, on the next following July 1, be considered to have achieved their first vacation anniversary. For purposes of computation, employees whose service began April 1 through June 30 shall be considered to have achieved their first vacation anniversary on the July 1 following their first complete year of employment.

Continuous Years of Service                      Earned Vacation Days

Full-Time Employees:

After 1 full year of service completed                      = 10 days

After 5 full years of service completed                      = 15 days

After 10 full years service completed                      = 20 days

After 25 full years of service completed                      = 25 days

Five days must be used in one five day consecutive period.

**18.4** Should an employee terminate employment before June 30, then such employee shall be paid for earned vacation not taken to and including the date of termination.

**18.5** All vacations shall be taken as and when scheduled unless the Employer and Employee agree on a schedule change.

**18.6** All vacation days due in any given fiscal year shall be scheduled and used within that same year, therefore resulting in no accumulation of these particular days.

**19. Sick Leave**

**19.1** In any year whenever a full-time employee covered by this Agreement is prevented by illness or accidental injury from performing his/her occupation, the Employer shall pay said employee for each day of absence based upon accumulated unused sick days, the full daily pay to which the employee is entitled, as if said employee were actually engaged in the performance of duty.

Each full time employee shall earn sick leave of twelve (12) days for each year.

Each part-time employee shall earn sick leave of ten (10) days for each year, equal to the number of hours a part-time employee is scheduled to work per day.

Accumulated unused leave may be taken in any one or more fiscal years. In determining the leave to be credited during the first year of employment, it shall be computed on the basis of one (1) day for each month to a maximum of twelve (12), of regular full time employment prior to the close of the fiscal year.

No sick leave shall be earned during a probationary period, unless employment continues thereafter.

No sick leave shall be taken until it is earned.

No employee's salary shall be paid if an accidental injury is incurred while the employee is engaged in remunerative work unrelated to the employee's school duties.

No days covered under Workers' Compensation shall be charged against an employee's accumulated sick leave.

Any use of sick leave exceeding three (3) consecutive days shall automatically require a certificate from a physician stating the following:

That the employee on sick leave has been examined;

- \* The nature of the illness or injury;
- \* That the employee is unfit to work
- \* The probable date on which the employee will be able to return to work.

When a sick day is needed, custodians are required to call off of work at least ninety (90) minutes prior to the start of their shift to allow ample time to secure coverage.

## **20. Personal Day**

**20.1** The employer grants the permission for each full-time member of the Bargaining Unit to take three (3) days of personal leave; and for each part-time employee of the Bargaining Unit to take one (1) day of personal leave, without loss of pay, during each of the four contract years, with no stated reason required, conditioned upon compliance with the following regulations: Newly hired employees shall not receive personal days during their first full year. After one full year of service, newly hired employees shall receive the prorated number of personal days for the remainder of the contractual year.

**20.2** Such leave may be taken only if written notice of intent to take such leave has been given to the immediate supervisor under whom the member of the Bargaining Unit serves. The employee must provide at least two (2) full work days advanced notice of the date of the intended leave based on their normal work schedule. Personal leave shall then be scheduled by the immediate supervisor in a manner that assures staff balance and minimum interruption with the effective and orderly operation of the Department. If the event qualifies and/or is deemed as an emergency day, the two (2) full work days advanced notice is waived.

**20.3** Any personal leave that is not taken during the fiscal year may be converted to sick leave. Personal leave once accumulated as sick leave may not thereafter be utilized as personal leave. If no election is made by the employee at year end, unused personal leave will be automatically accumulated as sick leave.

**20.4** All employees shall be granted two (2) uncompensated non-weather related days of leave per year in the event an emergency prevents them from fulfilling their work responsibilities. Request for an emergency day leave shall be made as soon as possible after the employee becomes aware of the need for such leave. Employees shall not lose, nor be required to reimburse the District for pro-rated cost of any benefits for those days. Employees are required to use all vacation and personal days prior to the use of said days.

**21. Workshops and Conferences**

**21.1** All full-time employees shall be allowed/required to attend workshops and conferences without suffering any loss in pay or other conditions of employment. The conference must be pre-approved by the Superintendent and immediate supervisors. The workshops and conferences shall be at district expense.

## APPENDIX C

### 22. Hospitalization Insurance

#### **Medical Benefits:**

Except as set forth below, the employer will provide the following coverage for all full-time bargaining unit members and their qualifying dependents.

The employer provides medical and prescription drug benefits to all full-time bargaining members and their qualifying dependents, which are eligible, through the Employee Benefit Trust of Eastern Pennsylvania (EBTEP) and the current Plan Document. This Document shall be revised in accordance with the laws and/or as agreed to in writing by both parties.

In the event the Collective Bargaining Agreement between the Nazareth Area School District and the Nazareth Area Education Association differs with regard to medical benefits from those that are in effect on the effective date of this agreement, Teamsters Union Local #773 agrees to accept those alterations and to incorporate them into this agreement as an example of “me-too” coverage for applicable employees.

#### **Annual Open Enrollment Period:**

The employer will have an annual open enrollment period prior to the beginning of each plan year. During this period, all eligible employees will have an opportunity to make an election to be enrolled in the medical and prescription drug benefits or not to enroll and which dependents will be enrolled. Elections will be for both medical and prescription drug combined, and employees will not have the ability to elect only one. Employees will also have the ability to make changes to their dental and vision elections. Changes cannot be made to these elections outside of the annual open enrollment period, except due to a Family Status Change. A Family Status Change includes:

- Marriage, divorce, annulment or legal separation;
- A change in your dependent child’s custody;
- Death of your spouse, dependent child or other eligible dependent;
- Birth or adoption of your child;
- A change in employment status that affects eligibility for plan coverage of you, your spouse or your dependent, including: a termination or beginning of employment, a strike or lockout, a beginning of or return from an unpaid leave of absence, or a change in worksite;
- An event that causes your dependent to change eligibility;
- A change of residence that affects your eligibility for coverage.

#### **Medical Benefits:**

##### ***Current Traditional Major Medical Plan:***

The Board shall continue to provide the current traditional major medical coverage, with a two hundred fifty (\$250.00) dollars annual deductible per covered individual, and five hundred dollars (\$500) annual deductible per family including children under age twenty-six (26) years of age as defined in the ACA. This coverage includes an eighty percent



(80%) – twenty percent (20%) co-insurance on the first two thousand (\$2,000) dollars and thereafter, one hundred percent (100%) coverage. The Traditional Major Medical Plan shall be provided each year of the Agreement.

**PPO Plan:**

In addition to the coverage specified in the current plan, the employer will provide a PPO Plan each year of the Agreement with an in-network annual medical deductible of five hundred (\$500) dollars for each covered individual in the plan and children under age twenty-six (26) years as defined in the ACA. Regular office visits with a primary care doctor will require a twenty dollars (\$20) copay, while office visits for specialists will require a forty dollars (\$40) copay. See the simplified chart below for a brief summary of these and other key medical benefit provisions.

<b>Medical Benefits:</b>	<b>PPO Plan</b>	
	<b>In Network</b>	<b>Out of Network</b>
<b>Deductibles</b>	\$500 per person \$1000/family	\$1,000 per person \$3,000/family
<b>Coinsurance</b>	0%	20%
<b>Coinsurance Out of Pocket Max</b>	n/a	\$2,000/\$6,000
<b>Emergency Room Copay</b>	\$100 – waived if admitted	
<b>OV Copay/Specialist Copay</b>	\$20/\$30	30%
<b>Urgent Care Copay</b>	\$40	30%

OOP MAX SINGLE: \$3,675  
 OOP MAX FAMILY: \$7,350

**Prescription Drug Benefits:**

The Nazareth Area School District will provide a prescription drug benefit program as outlined below for all full-time members of the bargaining unit and their dependents. This prescription drug program will be provided with both medical plan options, the Traditional Major Medical as well as the PPO.

For a thirty (30) day supply of prescription drugs purchased at retail, the applicable copays will be:

- \$5.00 for a generic
- \$10.00 for a brand name

Employees may elect a ninety (90) day supply through mail order, the applicable copays will be:

- \$10.00 for a generic
- \$20.00 for a brand name

The district will also apply standard prescription drug utilization management programs including the following:

- Mandatory Specialty Pharmacy distribution

- Mandatory Generic Policy
- Step Therapy for select classes of medication
- Drug quantity limits for certain high cost

Note: Any prescribed medication currently being taken by employees as of August 31, 2016 shall be grandfathered into the Step Therapy program.

See the simplified chart below for a brief summary of the prescription drug benefits.

<b>Prescription Drugs</b> <b>Deductibles</b> <b>Copayments</b> <b>(Generic, Brand Preferred, Brand Non-Preferred)</b>	<b>Retail</b>	<b>Mail Order</b>
	\$0	\$0
	\$5/\$10	\$10/\$20
	Specialty Rx, Mandatory Generic, Step Therapy, Quantity Level Limits	
<b>Rx Management Programs</b>		

**Employee Premium Sharing:**

Employee premium sharing for the PPO Plan (plus Prescription Drug plan) will be as follows (per-pay/26 pay period):

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Single	\$ 30.38	\$ 30.38	\$ 31.90
H/W	\$ 65.85	\$ 69.14	\$ 72.60
P/C	\$ 50.69	\$ 50.69	\$ 53.22
P/CC	\$ 58.54	\$ 58.54	\$ 61.47
Family	\$ 70.95	\$ 74.49	\$ 78.22

Employee premium sharing for the Traditional Plan (plus Prescription Drug plan) will be as follows (per-pay/26 pay period):

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Single	\$ 48.56	\$ 48.56	\$ 50.99
H/W	\$105.84	\$111.13	\$116.69
P/C	\$ 83.42	\$ 83.42	\$ 87.59
P/CC	\$ 96.48	\$ 96.48	\$101.30
Family	\$111.10	\$116.67	\$122.49

New Employees:

The Traditional Plan is closed to new enrollees employed after June 30, 2019 therefore, they must elect the PPO plan.

Employee premium sharing will continue to be made on a pre-tax basis under an IRS Section 125 Plan. If the IRS disallows such a plan at any point in time during the contract, the employee contributions will be "post-tax".

Premium sharing shall be equally divided over the employee's established pay schedule.

Dependents shall mean the spouse and the unmarried dependant children under twenty-six (26) years of age. The term "children" shall mean any child who is (1) a blood descendent, (2) a legally adopted child (including a child living with the adopting parents during the period of probation), (3) a stepchild residing in the household and (4) a child permanently residing in the household in which the member of the bargaining unit is the head of household and being solely supported by the member of the bargaining unit, provided the member if the bargaining unit is related to the child by blood or marriage or is the child's legal guardian.

### **23. Income Protection Plan/Sick Leave**

**23.1** The Nazareth Area School District will purchase and will pay the full cost of an income protection plan for all full-time members of the bargaining unit. The plan shall provide the following: a month benefit of sixty percent (60%) of the bargaining unit member's monthly salary towards lost income. Benefits will begin after exhaustion of all sick leave and/or; thirty (30) consecutive work days of absence due to illness or injury with benefits continuing to social security normal retirement age; provided that benefits are issued in accordance with the insurance policy.

**23.2** In the event the Collective Bargaining Agreement between the Nazareth Area School District and the Nazareth Area Education Association Changes with regard to income protection benefits from those that are in effect on the effective date of this agreement, Teamsters Union Local #773 agrees to accept those alterations and to incorporate them into this agreement as an example of "me-too" coverage for applicable employees.

**23.3** The intent of this contract provision is that under no circumstance shall an employee receive an amount that exceeds his or her per diem pay.

**23.4** This provision shall apply with equal force to all members of the bargaining unit including, but not limited to, employees receiving workers compensation payments, any disability annuity from the PSERS, or any other benefit generated by District-paid contributions. The employee's selection of income protection or sick leave shall be made within five (5) days of the commencement of said sickness or injury.

**23.5** The claim will be handled in accordance with the procedures of the insurance policy which may be modified by the insurance company from time-to-time.

### **24. Group Term Life Insurance**

The District will pay the premium cost of term group life insurance covering each full time member of the bargaining unit in an amount equal to the employees' highest salary, rounded off to the nearest \$1,000, at a minimum of \$20,000. The policy will provide:

- a. Double indemnity clauses for accidental death
- b. Dismemberment provisions
- c. Extended insurance provisions
- d. Conversion privilege

Beneficiary: A member of the bargaining unit may name anyone he/she desires as the beneficiary to whom the insurance will be paid in accordance with the terms of the policy.

The claim will be handled in accordance with the procedures of the insurance policy which may be modified by the insurance company from time-to-time.

## **25. Workers' Compensation**

All employees shall be covered under Workers' Compensation, at the Employer's expense, in the case of injury while performing the school related duties. Days covered under Workers' Compensation shall not be charged against cumulative sick leave. There shall be no reduction of wages or charge against cumulative sick leave for the day of injury or workplace illness.

Employees absent from work who are unable to perform their regular work due to an occupation injury shall retain their seniority rights for a period not exceeding two (2) years calculated from the date upon which all accumulated compensated leave is exhausted. The Board of School Directors reserves the right to preserve this seniority beyond two (2) years at its sole discretion.

## **26. Dental Plan**

The employer will purchase and will pay the full cost of dental benefits for the members of the bargaining unit and their dependents, which are eligible, through the Employee Benefit Trust of Eastern Pennsylvania (EBTEP) and the current Plan Document. That plan shall provide a maximum benefit of \$1,500.00 per person per calendar year, and shall permit utilization of the \$1,500.00 benefit for orthodontics.

The Nazareth Area School District will purchase and pay the full cost of a dental benefit program as outlined below for all full-time members of the bargaining unit and their dependents.

The employer provides dental benefits to the bargaining unit members and their dependents, which are eligible, through the Employee Benefit Trust of Eastern Pennsylvania (EBTEP) and the current Plan Document. This Document shall be revised in accordance with the laws and/or as agreed to in writing by both parties.

Dependents shall mean the spouse and the unmarried dependent children under twenty-three (23) years of age. The term "children" shall mean any child who is (1) a blood descendant, (2) a legally adopted child (including a child living with the adopting parents during the period of probation), (3) a stepchild residing in the household and (4) a child permanently residing in the household in which the member of the bargaining unit is the head of household and being solely supported by the member of the bargaining unit, provided the member of the bargaining unit is related to the child by blood or marriage or is the child's legal guardian.

In the event the Collective Bargaining Agreement between the Nazareth Area School District and the Nazareth Area Education Association differ with regard to dental benefits from those that are in effect on the effective date of this agreement, the Teamsters

Union Local #773 agrees to accept those alterations and to incorporate them into this agreement as an example of “me-too” coverage for applicable employees.

The District retains the right to replace the dental plan set forth in this Agreement with benefits plan offered on a state-wide basis once such a plan is implemented.

## **27. Vision Plan**

The Nazareth Area School District will purchase and pay the full cost of Vision Benefits of America vision care program or its equivalent, for all full time members of the bargaining unit and their dependents.

Dependents shall mean the spouse and the unmarried dependent children under twenty-three (23) years of age. The term "children" shall mean any child who is (1) a blood descendant, (2) a legally adopted child (including a child living with the adopting parents during the period of probation), (3) a stepchild residing in the household and (4) a child permanently residing in the household in which the member of the bargaining unit is the head of household and being solely supported by the member of the bargaining unit, provided the member of the bargaining unit is related to the child by blood or marriage or is the child's legal guardian.

In the event the Collective Bargaining Agreement between the Nazareth Area School District and the Nazareth Area Education Association differs with regard to vision benefits from those that are in effect on the effective date of this agreement, Teamsters Union Local #773 agrees to accept those alterations and to incorporate them into this agreement as an example of “me-too” coverage for applicable employees.

The Vision Care benefits are subject to the terms and conditions of a Master Agreement between Nazareth Area School District and Vision Benefits of America.

## **28. Prescription Drug Insurance**

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing medical and other group insurance benefits to its employees and limiting future increases in these costs:

The Nazareth Area School District will purchase and pay the full cost of a prescription drug benefit program as outlined below for all full-time members of the bargaining unit and their dependents.

The employer provides prescription drug benefits to the bargaining unit members and their dependents, which are eligible, through the Employee Benefit Trust of Eastern Pennsylvania (EBTEP) and the current Plan Document. This Document shall be revised in accordance with the laws and/or as agreed to in writing by both parties.

Dependents shall mean the spouse and the unmarried dependent children under twenty-six (26) years of age. The term "children" shall mean any child who is (1) a blood descendant, (2) a legally adopted child (including a child living with the adopting parents during the period of probation), (3) a stepchild residing in the household and (4) a child permanently residing in the household in which the member of the bargaining unit is the

head of household and being solely supported by the member of the bargaining unit, provided the member of the bargaining unit is related to the child by blood or marriage or is the child's legal guardian.

In the event the Collective Bargaining Agreement between the Nazareth Area School District and the Nazareth Area Education Association differ with regard to prescription benefits from those that are in effect on the effective date of this agreement, the Teamsters Union Local #773 agrees to accept those alterations and to incorporate them into this agreement as an example of "me-too" coverage for applicable employees.

The District retains the right to replace the prescription drug plan set forth in this Agreement with benefits plan offered on a state-wide basis once such a plan is implemented.

## **29. Insurance Coverage – Retirees**

Employees who receive medical benefits and retire during the term of this agreement shall have the option of retaining membership in the Group Health, Prescription, Vision, Dental and Major Medical Insurance Plan at the employee's expense. Retirement for the purpose of this contract shall be defined as follows:

An employee retiring from the District having completed twenty-five (25) years of service in the Pennsylvania Public School Employees' Retirement System and who has served Nazareth Area School District successfully for fifteen (15) consecutive years, may continue to subscribe to medical insurance coverage only for the individual retiring employee at District expense for a maximum period of three (3) years from the date of retirement or Medicare eligibility, whichever occurs first. This provision shall not apply to coverage for the retiring employee's spouse, and also shall not apply to prescription, vision or dental insurance coverage. Employees may continue dependent medical coverage, prescription, vision and/or dental insurance coverage with the premium being paid by the employee.

Coverage under this provision shall terminate upon Medicare eligibility, or as close thereto as is practical – the date on which said employee is eligible to join Capital Blue Cross/Blue Shield Retired Group Plan. The responsibility for the transition from coverage under this agreement to group coverage under the Retired teachers Group Plan is the sole responsibility of the employee.

The Nazareth Area School Board agrees to bill participating employees under this provision on an annual basis, and the responsibility for making timely monthly payments to the Nazareth Area School Board shall be solely that of the employee electing this coverage.

The parties understand that the coverage in this contract provision represent a total package and must be selected as such. Exercise of their option shall take place prior to the effective date of retirement.

### **30. Union Dues Deductions**

**30.1** The Employer agrees that it will deduct regular dues, of an amount certified by the Union annually, from the pay of each member of the Bargaining Unit, who in writing, voluntarily authorizes the Employer to do so.

Such deductions shall be made a month in advance and remitted to the Secretary/Treasurer of the Union by the fifteenth (15th) day of the month in which the deduction occurred.

In addition, the Union agrees to indemnify and hold the Board harmless from any and all claims, suits or other forms of liability arising out of deductions of money for union dues under this provision.

Members of the Bargaining Unit authorizing the Board to provide dues check off shall provide the Board continuous authority during the length of this Agreement, unless revoked in writing, by both parties.

## APPENDIX D

### 31. Regular Work: Day/Week/Year

**31.1** The regular workday for full-time members of the Bargaining Unit shall be between eight to ten (8 to 10) hours per day, excluding lunch break.

The Immediate Supervisor shall determine the regular work time schedule for each full-time employee.

The regular work year shall be two hundred and sixty (260) days.

Flexible scheduling for employees may be required if an employee is given two (2) consecutive days off after a five (5) day workweek.

### 32. Other Conditions

#### 32.1 Lunch Period

All employees shall have a minimum thirty minute break for lunch at such time as scheduled by the Director of Facilities and Operations, or his/her designated representative.

Members of the Bargaining Unit on the second and third shifts shall have their lunch break with pay but shall not be permitted to leave their respective buildings. Members of the Bargaining Unit on the first shift shall be permitted to leave their respective buildings during their lunch break and shall have such break without pay. If a first shift employee is required by the Employer to stay within the building during his/her lunch break, that employee shall be paid for that time.

Both 15 minute breaks within the working day must be taken on the job site within the designated area and designated time.

Custodians may not leave their building during their lunch period if on paid status.

Maintenance employees eligible to leave their assigned work area for lunch are required to include travel time within their 30 minute lunch period.

#### 32.2 Reporting Pay

Reasonable notification to an employee that one is not to report to work shall occur a minimum of one (1) hour prior to the employee's regular starting time, otherwise that employee may anticipate working the regularly scheduled hours as defined by the Employer, except in an emergency situation.

#### 32.3 Guaranteed Call-Out

Any employee called back to work after the completion of their regularly scheduled work hours shall be assured a minimum of two (2) hours work, or two (2) hours of pay at one and one-half (1½) times their straight time hourly rate.



When there are multiple call-outs with the same employee on the same day (2 or more) that said employee shall have the right to work a flex shift the following day.

The routine check of buildings on Saturdays, Sundays, and Holidays is not to be considered a call back, and a minimum of one (1) hour shall be paid at one and one-half (1½) times their straight time rate.

#### **32.4 Time-Cards/Record of Hours Worked**

All employees shall be required to punch in and out (for any and all hours worked for the Nazareth Area School District) via the time clock and cards, as supplied by the Nazareth Area School District and located within each school building. Each employee is to accordingly tabulate the total number of hours per day and per week onto this same time card. Information Technology Technicians may use the swipe card to record their daily hours when appropriate.

#### **32.5 Searches for Explosives**

Under no circumstances will an employee represented by this Agreement be compelled to search for explosives or explosive devices.

#### **32.6 Tool Allowance for Maintenance Employees**

Employees represented by this Agreement classified as "Maintenance" shall be allowed no more than Two Hundred Dollars (\$200.00) annually to purchase hand tools, providing these purchases are made with the pre-approval of the Director of Facilities and Operations, and they are made through and with advice from the District Business Office, using approved vendors

#### **32.7 Work Coverage during Absences**

The School District avows that effort will be exerted to employ substitute workers when Bargaining Members classified as Custodians are absent from work, due to illness, for more than forty-eight (48) hours.

#### **32.8 Assignment of Duties**

In addition to duties assigned by current job descriptions, members of this Bargaining Unit understand and acknowledge that supervisory personnel may make additional assignments on a temporary basis, provided these assignments are reasonable and purposeful.

### **33. Subcontracting**

In the event the Employer subcontracts any Bargaining Unit positions prior to August 31, 2010, the Employer agrees to continue the employment, through August 31, 2010, of the affected Bargaining Unit members who are employed as of July 1, 2005. No guarantee of continued employment is extended to employees hired after July 1, 2005. The Employer reserves the right to reassign the affected Bargaining Unit members to other Bargaining Unit positions with accompanying wage adjustments.

## APPENDIX E

### 34. Grievance Procedure

#### 34.1 Definitions

**34.1.1** Grievance - A "grievance" shall mean a claim by a member of the Bargaining Unit or a group of the same, that there has been a violation, misinterpretation, or misapplication of a term or terms of this Agreement.

**34.1.2** Days - The term "days" when used in this article, shall in all instances mean working days.

**34.2.1** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every effort should be made to expedite the process.

When grievances arise, there shall be no suspension of work.

**34.2.2** Unobstructed Use: It shall be the firm policy of the Board to assure to every member of the Bargaining Unit the unobstructed use of the grievance procedure without prejudice in any manner to his/her employment status.

**34.2.3** Assistance: A grieving member or members of the Unit may seek and use the assistance of a designated representative of Local #773, affiliated with the International Brotherhood of Teamsters, in the presentation and for appeal of any grievance. Likewise, the party receiving the grievance or the appeal may use the assistance of a designated representative of the Nazareth Area Board of School Directors in the processing and responding to such grievance or appeal.

**34.2.4** Specified Time Limits: Failure of the grieving member of the Unit to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. Failure of an administrator at any step to communicate his decision to the grieving employee within the specified time limits, shall result in the awarding of the decision to the aggrieved. All time limits may be extended by mutual agreement in writing.

**34.2.5** Legal Costs: Professional legal counsel costs, if any, will be borne by the party incurring such costs.

**34.2.6** Withdrawal of Grievances: Nothing herein is to preclude a grievant from withdrawing the grievance without prejudice at any step of this grievance procedure. If at any step before a decision is rendered, the grievant desires to withdraw the grievance, the grievant shall submit a properly completed withdrawal request form to the person or body

processing that step of the grievance. No further action or response will then be required to that grievance.

### **34.3 Procedures**

The parties agree that grievances that arise out of this Agreement shall be resolved in accordance with the following grievance procedure.

#### **34.3.1 Step One:**

Any employee who believes he has a grievance shall within three (3) days from the day the grievance arose, discuss the matter with the Director of Facilities and Operations (herein referred to the Director) and the Shop Steward, in an attempt to arrive at a satisfactory settlement. Disposition of the grievance shall be made by the immediate Director within three (3) days after its presentation to him. If the grievance is presented in writing, the disposition by the Director shall be in writing.

#### **34.3.2 Step Two:**

If no satisfactory settlement is reached in Step One, the grievance shall be reduced to writing. Such grievance shall be signed by the aggrieved employee and the Shop Steward, and shall set forth the alleged grievance. One copy shall be furnished to the Superintendent of Schools within one (1) day after the Director's Step One answer. The second copy shall be retained by the Shop Steward and the third copy shall be mailed to the Union Office. Disposition of the grievance shall be made by the Superintendent of Schools, or his designated representative, within three (3) days after its presentation to him.

#### **34.3.3 Step Three:**

If no satisfactory settlement is reached in Step Two, the aggrieved employee may no later than three (3) days following the reply of the Superintendent of Schools, appeal the grievance to the Nazareth Area School District, Board of School Directors. The Board of School Directors shall review the grievance and hold a hearing, in executive session, if necessary, no later than their next Regular Meeting, replying to the grievance in writing within seven (7) days thereafter.

#### **34.3.4 Step Four:**

If the action in Step Three above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195. The costs of such arbitration shall be shared equally by both parties to this Agreement.

If the grievance fails to meet the criteria of Section 903 of Act 195, the decision of the Board of School Directors in Step Three shall be final.

## **35. Reprimand, Suspension, and Discharge**

**35.1** To ensure a safe, healthy, and secure environment, it is important that the District establishes guidelines regarding the daily operation. These guidelines enable employees to know what is expected of them as a District employee.

**35.2** The school district will take disciplinary action for proper cause in the following order:

- a. Verbal – Documented
- b. Written reprimand
- c. Final Written Reprimand
- d. Suspension without pay
- e. Discharge

**35.3** The employee will receive written disciplinary reprimands/warnings from his/her immediate supervisor for unsatisfactory performance of duties. Such reprimands/warnings will be made upon the disciplinary form in use by the District or in the form of a written letter. Employees are required to sign the disciplinary form; however, the employee's signature does not constitute an admission of guilt. Copies of such notice shall be sent to the steward and Union within 15 days.

**35.4** Written warnings, reprimands, and/or suspensions are considered active for a period of twelve (12) calendar months. Each violation will expire after that time period. Although written reprimands will be removed from an individual's personal file, it is understood that such documents shall be kept in a separate confidential file in the Human Resources department.

**35.5** The following violations may result in immediate suspension and/or discharge.

- a. Calling or participating in an unauthorized strike, walkout, slowdown, or sit-down.
- b. Drinking of any alcoholic beverage or being under the influence of liquor or drugs during working hours (including lunchtime and breaks).
- c. Reporting to work under the influence of intoxicating beverages, or illegal drugs that result in impaired performance or behavior.
- d. Proven or admitted immoral conduct, theft, or dishonesty.
- e. Unprovoked physical assault upon the Board's representative or the public during working hours.
- f. Proven negligence resulting in a serious accident while on duty.
- g. Unauthorized failure to report for work or to leave work.
- h. Falsifying employment records, time reporting records sickness, or any other cause of absence or other reports.
- i. Arrest, conviction, and/or the serving of a prison sentence.
- j. Engaging in gainful employment in the same category while utilizing a leave of absence (except where the leave is expressly granted for this purpose).
- k. Engaging in unauthorized personal activities during working hours.
- l. Possession of firearms, explosive devices, or instruments of crime on school district property.

## **36. Seniority**

- 36.1** Employees of the Nazareth Area School District who were employees of another Bargaining Unit and transfer into this Bargaining Unit shall accrue seniority from the first day of employment in this unit. All other benefits to which the employee is entitled as a result of continuous service with the district would not be forfeited.
- 36.2** Any employee who accrues seniority in any classification in this Bargaining Unit and elects to transfer to another classification shall not lose whatever seniority was accrued in that classification.
- 36.3** The employer shall maintain and periodically distribute the seniority list for employees covered by the Agreement. Also a seniority list will be posted in all schools.
- 36.4** Employees shall be laid off in the reverse order of their seniority within the specific job classification and shall be rehired in the reverse order of their lay-off. In case an employee has been laid off or bumped, the employee shall have the right to bump within five (5) working days an employee within the Bargaining Unit within his/her same job classification with less seniority, provided that the employee has the skill, ability, seniority, and qualifications necessary to perform the work which is available. This privilege is limited to one bump for each employee for each lay-off.
- 36.5** Employees absent from work or who are unable to perform their regular work for a period of one (1) year (calculated from the date upon which all accumulated sick leave, vacation leave, personal days, etc. have been exhausted), shall be subject to dismissal. Employees returning within the one (1) year period stated above must work for a period of thirty (30) days in a forty-five (45) work day period in order to maintain their rights under this section. Upon return to work under this section, the Board reserves the right to the following:
- 36.5.1.** The employee must submit a physician's statement attesting to his/her ability to resume work and;
- 36.5.2** That the employer may request that the employee present himself to a physician of the school district's choice for examination and that a determination of physical health or disability be issued in relationship to a resumption of work.
- 36.5.3** In the case of contrary physician statements, the statement of a third physician will be required and shall be the final determinate. The third physician shall be mutually agreed upon by the employee and employer.
- 36.6** The Board agrees to post all job vacancies, within five (5) working days of the Board's approval of the said vacancy, within this Bargaining Unit, including new positions at designated places for five (5) workdays, at which time members of the Bargaining Unit may apply for consideration in filling the position. All bargaining unit members will be given consideration when applying for posted job vacancies.
- 36.7** Vacancies will be awarded to the best qualified person based on the following: seniority, performance, ability, willingness, and health. A successful bidder will be

notified by the District in writing within five (5) working days of the award of the bid. An employee who has vacated a position to accept a promotional position and who is rejected shall be reappointed to his former position or a similar one. New employees shall be considered probationary for the first ninety (90) days of employment as per Appendix A, Article 11, Section 11.4.2. The District agrees to notify the Union within five (5) working days, in writing, whenever a new employee is hired.

**36.8** Notices of Union meetings also may be posted at designated places.

## **37. Union Steward**

**37.1** The authority of the Union Steward and the alternate who are members of this local shall be limited to, and shall not exceed, the following duties and activities, subject to notification and the permission of the Director of Facilities and Operations and/or his/her designee. Such permission shall not be unreasonably withheld.

**37.1.1** The transmission of the following routine messages and information:

- 37.1.1.1** Union Meeting notices
- 37.1.1.2** Notice of Union social events
- 37.1.1.3** Notice of Union elections
- 37.1.1.4** Induction/Orientation

Each month the administration shall conduct a one hour induction/orientation meeting for new members when needed. The meeting shall be divided into three equal segments – personnel items, business office items, union items. A Union representative shall be required to be present for said meetings.

**37.2** The Union Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Union Steward or the alternate has taken strike action, slow-down, or work stoppage in violation of this Agreement.

**37.3** No union work other than stated above shall be permitted during working hours.

**37.4** A union member may serve as an elected official in the union and return to a position within his/her classification when their elected term expires. This would be granted without pay, benefits or seniority accruing. The Nazareth Area School District must maintain the right to furlough the least senior person in that classification upon return of the union employee.

## APPENDIX F

### 38. Managerial Rights

**38.1** The parties recognize that the assignment, transfer, and promotion of personnel is a management function vested exclusively in the Board and that nothing in this Agreement shall be construed to derogate from the power and responsibility of the Board in regard to such matters.

So far as possible, employees shall be given a ten (10) working day notice prior to reassignment or transfer.

Employees wishing a reassignment or transfer to a known vacancy shall notify their Immediate Supervisor in writing of their interest. The Board will consider such requests based upon the qualifications of the employees.

**38.2** Nothing contained in this Agreement shall limit the right to the Board to hire, assign, direct, or discharge employees for causes consistent with the efficient operation of the school district and its programs and in compliance with existing legislation.

The Union recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authorities, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this Agreement.

## **APPENDIX G**

Head Custodian positions are established at current buildings (schools) in the District and assigned to (primarily) day (first) shift. Assigned duties and responsibilities are outlined by a position description.

The assignment for the District communication device will be on a rotating basis, weekly among the head staff, or typically 7 calendar days per every 6 week period. When assigned the pager, the head custodian will respond to calls by reporting to the identified building/area to investigate a real, or perceived, concern.

All concerns will be immediately reported to the Director of Facilities and Operations and/or his/her designee. All reported concerns may involve additional hours for which compensation will be a minimum of two (2) hours per call out. Additional time required on call out will be at the overtime rate that is applicable on that day.

In the event a head custodian, in his or her assigned pager week, needs to transfer the pager to a fellow head custodian due to illness or emergency, immediate notification to the Supervisor is mandatory. Compensation by the District will not change.

When there are multiple call-outs with the same employee on the same day (2 or more) that said employee shall have the right to work a flex shift the following day.



## APPENDIX H

Definitions of standard prescription drug utilization management programs.

### Mandatory Specialty Pharmacy Distribution:

A specialty pharmacy fills prescriptions for specialty drugs. These types of drugs may be injected, infused or taken by mouth. Usually, you cannot get these drugs at a local retail pharmacy and they are not part of mail-service pharmacy. They often need special storage and handling and need to be delivered quickly.

### Mandatory Generic Policy:

Requires pharmacists to substitute a generic for a branded medication if the prescriber did not otherwise specify that the branded drug should be dispensed as written.

### Step therapy for select classes of medication:

A step therapy program encourages safe and cost-effective medication use. Under this program, a “step” approach is required to receive coverage for certain high-cost medications. This means that to receive coverage you may need to first try a proven, cost-effective medication (such as a generic) before using a more costly treatment, if needed.

### Drug quantity limits for certain high cost:

For safety and cost reasons, plans may limit the amount of prescription drugs they cover over a certain period of time. For example, most people who are prescribed a heartburn medication take 1 capsule per day for 4 weeks. Therefore, a plan may cover only an initial 30-day supply of the heartburn medication. If you need more, you may need your prescriber’s help to provide more information to the plan.