

**Shippensburg Area Education Support
Professionals/PSEA/NEA**

Collective Bargaining Agreement



Reopener July 1, 2023 ~ June 30, 2026

**SAESPA Reopener Ratified: October 19, 2023
SASD Reopener Board Approved: October 23, 2023**

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This Agreement

- A. Made this _____ day of October 2023 to be effective July 1, 2023 and through June 30, 2026 BETWEEN the SHIPPENSBURG AREA SCHOOL DISTRICT, hereinafter called School, AND the SHIPPENSBURG AREA EDUCATIONAL SUPPORT PERSONNEL, PSEA/NEA, hereinafter called Association.
- B. WHEREAS, the parties hereto, having negotiated in good faith pursuant to the Pennsylvania Law, Act 195, and Act 88 of 1992, and having arrived at an agreement deemed fair and just to both parties.
- C. NOW WITNESS, both parties aver such an agreement sets forth the terms and conditions to which each party agrees to be bound, and that such an agreement has been reached voluntarily without undue or unlawful coercion by either party.

**ARTICLE I.
RECOGNITION**

1.00 Definition of Unit

The Shippensburg Area Educational Support Personnel-PSEA-NEA is hereby recognized as the Exclusive Bargaining Agent for all wages, hours, and other terms and conditions of employment as specified in Section 701 of Act 195, for a Bargaining Unit described by the Pennsylvania Labor Relations Board in its ORDER dated February 8, 1996 and coded PERA R-95-592-E.

UNIT: All full-time and regular part-time nonprofessional employees including but not limited to maintenance employees, custodial employees, cafeteria employees, secretarial employees and aides; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

The District agrees there will be no subcontracting during the life of this agreement.

**ARTICLE II.
GRIEVANCES**

2.00 Scope and Definitions

- a) All grievances which arise out of the interpretation of the terms of this agreement shall be subject to processing through binding arbitration as provided hereafter.
- b) The term "days" shall mean business days.

2.01 Procedures

- a) Grievances must be processed as rapidly as possible; therefore the number of days provided on each level (see Section 2.02, "Processing" Level Four), should be considered the maximum allowable time for their resolution.
- b) The Association recognizes the right of any member of the bargaining unit, whether a member or non-member of the Association, to discuss his/her problems on an informal basis with any member of the Administrative Staff without the intervention of the Association; however, it is agreed that, should he/she fail to obtain redress in this way, he/she shall still have the right to initiate the grievance procedures on the appropriate level.
- c) A member of the Association's Executive Committee or Committee Chair or Building Rep may attend, on any level, any meetings, hearings, appeals, or other proceedings. The employee may choose the member from this group.
- d) It is understood that no reprisals on the part of the Board or the Administrative Staff shall be brought to bear on any member of the bargaining unit filing a grievance.

2.02 Processing

a) Level One

An aggrieved party shall within seven (7) days of alleged incident or violation or seven (7) days from when employee should have been reasonably aware of an incident or violation first discuss his/her grievance with his/her immediate superior. He/She may be accompanied by a representative of the Association, if he/she so desires. Should he/she fail to obtain redress from this quarter, within four (4) days from aforementioned meeting, he/she shall fill out three (3) copies of the grievance form, giving one to his/her principal or first level of supervision and one to the Association. The principal or first level of supervision shall, within five (5) days after receipt of the complaint, meet with the aggrieved party in an attempt to resolve the grievance. The principal or first level supervisor shall render a decision within five (5) days after his/her conference with the aggrieved party and shall communicate his/her decision to the aggrieved party in writing.

b) Level Two

- 1) The aggrieved party, should he/she fail to obtain redress on Level one, shall within five (5) days after receiving the decision of his/her principal or first level supervisor, inform the Superintendent of his/her grievance in writing and name his/her representative, if any. The aggrieved party shall also inform the Association of his/her decision to carry his/her grievance to Level Two.
- 2) The Superintendent shall, within ten (10) days after receipt of the complaint, meet with the aggrieved party to hear his/her grievance.

He/She shall inform the aggrieved party and the Association of his/her decision, in writing, within five (5) days after the date of the hearing and shall give his/her reasons for same.

c) Level Three

- 1) If the grievance cannot be resolved on Level Two, the aggrieved party may then have recourse to the Board of School Directors. He/She shall make his/her request for a hearing, in writing, giving his/her reasons for wanting the hearing. He/She shall do this within ten (10) days after receiving the decision of the Superintendent. The Board shall hear the grievance within fifteen (15) days after the receipt of said request and shall render its decision, in writing, within ten (10) days after the hearing.

d) Level Four

- 1) If, for any reason, no satisfactory resolution of the grievance can be reached on Level Three, the Association may, within fifteen (15) days after return of the decision of the Board, submit the grievance to arbitration and notify the other party of this intent. The arbitration shall take place within fifteen (15) days after the arbitrator has received notification of the intent of the Association to submit the grievance to his/her arbitration. If arbitrator is unavailable for a hearing within fifteen (15) days, the hearing shall be held at the next date mutually agreeable to all parties.
- 2) The arbitrator may be selected by mutual consent through the Pennsylvania Bureau of Mediation. Failure to obtain mutual consent gives either party the right to proceed under Sec. 901 (1) of the Act 195.
- 3) The arbitrator shall declare his/her decision, in writing, and shall set forth the reasons for his/her conclusions.
- 4) This arbitration shall be binding upon both parties in accordance with the laws of the Commonwealth of Pennsylvania.
- 5) Any costs to this arbitration shall be borne equally by the Association and the Board.

2.03 Miscellaneous

- 1) The failure of the aggrieved party to initiate the grievance procedure herein outlined within the time limits specified at each level shall be construed as an acceptance on his/her part of the decision previously rendered and shall be an automatic waiver of all right to appeal on that grievance in the future. The failure of an Administrator to render a decision concerning the grievance within the time limits specified on any level shall give the aggrieved party the right to proceed to the next level. Similarly, failure of the Board to render a decision within the time

limits specified for Level Three shall give the aggrieved party the right to proceed to Level Four. However, all time limits may be extended by mutual agreement.

- 2) If, in the judgment of the Association, a grievance affects a group or class of members of the bargaining unit, the Association may begin processing the grievance at the appropriate level.

ARTICLE III. TERMS AND CONDITIONS

3.00 Length of Work Day/Work Year

3.00.1 Secretaries

- 1) The work day for full-time twelve (12) month secretaries is seven (7) or more hours per day and thirty-five (35) or more hours per week. Secretaries working less than the full-time hours are considered part-time.
- 2) All secretaries working more than four (4) hours per day are entitled to a fifteen (15) minute break during the work day. All breaks are scheduled by the immediate supervisor.
- 3) All secretaries working more than four (4) hours per day are entitled to a thirty (30) minute unpaid lunch. All lunch periods are scheduled by the immediate supervisor.
- 4) In any office with two (2) or more secretaries, break and lunch periods shall be scheduled so as to ensure that appropriate secretary coverage is available at all times.
- 5) Work schedules are prepared by the employee's immediate supervisor.
- 6) Work assigned on Saturday and/or Sunday will be for emergency and/or unusual circumstances only.

3.00.2 Food Service

- 1) The work day for full-time school year food service employees is six (6) or more hours per day and thirty (30) or more hours per week. Food service workers working less than full-time are considered part-time.
- 2) All food service employees working more than four (4) hours per day are entitled to a fifteen (15) minute break during the work day. All breaks are scheduled by the immediate supervisor.
- 3) All food service employees working more than four (4) hours per day are entitled to a thirty (30) minute unpaid lunch. All lunch periods are scheduled by the immediate supervisor.

- 4) The work year for food service employees will be in accordance with the school calendar.
- 5) Work schedules are prepared by the employee's immediate supervisor.

3.00.3 Assistants

- 1) The work day for full-time school year assistants is six (6) or more hours per day and thirty (30) or more hours per week. Assistants working less than full-time are considered part-time.
- 2) All assistants working more than four (4) hours per day are entitled to a fifteen (15) minute break during the work day. All breaks are scheduled by the immediate supervisor.
- 3) All assistants working more than four (4) hours per day are entitled to a thirty (30) minute unpaid lunch. All lunch periods are scheduled by the immediate supervisor.
- 4) The work year for assistants will be in accordance with the school calendar.
- 5) Work schedules are prepared by the employee's immediate supervisor.

3.00.4 Custodian/Maintenance

- 1) The work day for full-time twelve (12) month custodial/maintenance employees is eight (8) or more hours per day and forty (40) or more hours per week. Custodial/maintenance employees working less than full-time are considered part-time.
- 2) All custodial/maintenance employees working eight (8) hours per day are entitled to two (2) fifteen (15) minute breaks during the work day. All custodial/maintenance employees working more than four (4) hours per day are entitled to one (1) fifteen (15) minute break during the work day. All breaks are scheduled by the immediate supervisor.
- 3) All custodial/maintenance employees working more than four (4) hours per day are entitled to a thirty (30) minute unpaid lunch. All lunch periods are scheduled by the immediate supervisor.
- 4) Work schedules remain the prerogative of the immediate supervisor. Work schedules required for coverage of extra-curricular and/or community events shall be as follows: First is voluntary within custodian staff. Second is voluntary within support staff within the District. Third is rotation within the full time custodial employees in the District, starting with the least senior qualified person. An employee assigned on a rotating basis will be permitted one bye in the rotation. For part-time employees, these employees will not be scheduled to exceed 29.75 hours in a week that would entitle these part-time employees to health insurance benefits.
- 5) Employees working events where the School District receives reimbursement for the wages and payroll related benefits will receive double time pay for the hours worked for

the event. If the District waives the reimbursement requirement, the District will pay the double time pay for the hours worked for the event.

- 6) Work on Saturday and/or Sunday will be for extra-curricular activities, community events, and/or emergency situations only.

3.00.5 Technology

- 1) The workday for full-time twelve (12) month technology employees is eight (8) or more hours per day and forty (40) or more hours per week. Technology employees working less than full-time are considered part-time.
- 2) All technology employees working eight (8) hours per day are entitled to two (2) fifteen (15) minute breaks during the workday. Part-time technology employees working more than four hours per day are entitled to one (1) fifteen (15) minute break during the workday. All breaks are scheduled by the immediate supervisor.
- 3) All technology employees working more than four (4) hours per day are entitled to a thirty (30) minute unpaid lunch. All lunch periods are scheduled by the immediate supervisor.
- 4) Work schedules remain the prerogative of the immediate supervisor.

3.01 Probationary Period

All newly hired regular service employees shall be employed initially on a probationary basis for thirty (30) calendar days. All paid leave days shall be counted as days worked towards meeting the thirty (30) day probationary period. Unpaid days shall not be counted towards meeting the thirty (30) day probationary period. The supervisor shall complete an evaluation on the District approved evaluation form prior to the completion of the thirty (30) calendar day probationary period.

- (a) If the employee is rated satisfactory at the completion of the probationary period, the supervisor shall recommend a change in the status to regular status.
- (b) Upon satisfactory completion of the probationary period the District will reimburse the employee for the costs incurred getting the necessary clearances for the position. In order to receive reimbursement the employee must complete the District form requesting reimbursement and attach the appropriate receipts.
- (c) If the employee is rated unsatisfactory during the initial probationary period, the employee shall be terminated without challenge but the union may represent said employee(s) in those handling of grievances other than those pertaining to dismissal.

Probationary employment does not apply to temporary employees such as daily substitutes or long-term substitutes.

3.02 Early Dismissal

There will be a two-hour paid early dismissal for full-time employees prior to Easter, Thanksgiving and Christmas vacations.

3.03 Four Day Work Week

If the District chooses to implement a four-day work week during the summer months for which administration sets such dates, 12-month employees will work their normal work week hours in four days.

Staff will have a thirty-minute lunch break which does not count towards time worked.

Employees working ten or more hours per day are entitled to three fifteen-minute breaks. Employees working between eight hours per day and 9.75 hours per day are entitled to two fifteen-minute breaks. Employees working less than eight hours per day are entitled to one fifteen-minute break.

Employees working more than forty hours per week, at their supervisor's request, are entitled to overtime or comp time (earned at time and a half) pay.

Leave (personal, vacation, sick) will be calculated as follows: for those employees working forty hours per week, one day of leave taken will be calculated as 1.25 days of the appropriate leave time. Those employees working less than forty hours per week will either make up the time by working the additional hours per week upon returning to the five-day work week, use comp time which they may have accrued or make-up the time on the same day for ½ leave requests.

**ARTICLE IV.
SALARIES**

4.00 Salaries

The salary plan in Appendix A-1 will be implemented for all bargaining unit members with the start of the 2022/23 work year.

- a) Years of service are calculated as of July 1 each fiscal year. Years of service will be round up to the next whole number at 0.75 and above.
- b) Bargaining unit members will move to the next step/band based on the years of service listed for each step/band.
- c) For anyone who is earning a higher wage rate per their classification (level) and years of service with the District, the employee will lose no hourly rate in pay. Their rate of pay will be status quo until they qualify through movement on the wage scale and the yearly rate increases in future years. Those individuals who are earning a higher wage rate will be eligible for a lump sum payment as of July 1 each year based on the following calculation: \$1.20* regularly scheduled hours per day*regularly scheduled

days for 2023/24 and \$0.25*regularly schedule hours per day*regularly scheduled days for 2024/25 and 2025/26. This amount will not be added to their base pay.

- d) New employees will be placed at the agreed rate for the level which the position is placed.
- e) Rubric for placement of new hires on the pay scale
 - a. Prior Shippensburg Area School District Experience:
 - i. 1 year of prior experience = 1 year of experience on pay scale
 - ii. No Maximum
 - b. Prior PA Public School Experience:
 - i. 1 year prior experience = 1 year of experience on pay scale
 - ii. Maximum of 5 years on pay scale
 - c. Private Sector Work-Related Experience:
 - i. Every two (2) years of experience = 1 year of experience on pay scale
 - ii. Maximum of three (3) steps [or eight (8) years of experience] on pay scale

4.01 Pay Day

Pay periods for members of the bargaining unit continue on a two (2) week schedule. Any errors in the employee's paycheck should be reported immediately to the Business Office.

4.02 Overtime

The District does not intend to increase the regular work time of employees, but overtime is sometimes necessary. Any time worked over forty (40) hours per week is to be considered and properly recorded as overtime when assigned by an employee's Supervisor. The recording of this time is to be made on the time card. Overtime will be compensated according to the Fair Labor Standards Act (FLSA).

4.03 Shift Premiums

Swing shift employment shall be hours worked from 9:00 A.M. to 5:30 P.M. The P.M. shift employment shall be any hours worked between 3:00 P.M. to 11:30 P.M.

In addition to the base rate, a premium is paid for P.M. employment. It is agreed that P.M. shift differential shall be set at fifty cents (\$.50) per hour for each year of the CBA.

It is agreed that there is no shift differential paid for the swing shift. The current base rate for those individuals on the swing shift shall be maintained and any salary increases negotiated for the bargaining unit shall be added to this rate.

On Act 80 days, inclement weather days or other days when school is not in session, custodians working the PM shift, who would like to flex their time and begin working earlier on these days may do so with the supervisor's prior approval.

For those volunteering to alter their work schedule they will be paid the shift differential for only those hours worked from 5:30 PM to 11:30 PM as identified in this section above.

Hours worked prior to 5:30 PM PM will be paid at the day rate. This opportunity to flex a work schedule for these days is strictly voluntary.

Individuals whose schedule is temporarily altered will be paid the shift differential for only those hours worked from 5:30 PM to 11:30 PM as identified in this section above. This is in compliance with Arbitration awarded for in 2002.

4.04 Reporting Pay

When an employee is called out on an emergency after regular working hours or reports to work and then school is canceled due to weather or emergencies, or is called into work for any purpose and is then sent home the employee shall be guaranteed at least two (2) hours of time to be reported on his/her Record sheet.

All full-time, twelve (12) month employees shall report to work whenever school is delayed or closed due to weather or other emergencies.

Employees should report to work as close to normal hours as road conditions permit. If an employee is unable to be present at work as directed, then the employee will be required to utilize a vacation day, personal day, accumulated compensatory time, or uncompensated leave.

In the event roads are closed by state decree, no member of the bargaining unit shall be required to report and shall suffer no loss of pay.

Those employees scheduled to remove snow shall be required to report to work as directed by their immediate supervisor.

If school is cancelled due to weather or other emergencies and the employees' duties are fulfilled and with approval from their immediate supervisor, a member of the bargaining unit may leave the workplace and be paid for hours worked.

4.05 In-Service

All full-time employees are required to attend in-service days. All instructional assistants will be paid for two (2) in-service days at the beginning of the school year. If a program is not planned, the day shall be considered a work day. They shall be compensated at their normal hourly rate for time during in-service.

When a part-time employee is required to attend in-service by their supervisor(s) or building principal, they shall receive their normal hourly rate for time during in-service.

In-service is defined as those days scheduled on the school calendar as teacher in-service days or the equivalent as determined by employee's supervisor.

The District will provide a minimum of twenty hours of staff development for assistants to meet Chapter 14 staff development requirements. If the staff development extends

beyond the employee's normal work day/year, the District will compensate the employee at his/her appropriate hourly rate for all additional time spent in training.

4.06 Time Cards

Employees are required to report hours worked on a SASD Time and Attendance Record Sheet. Start, finish time and total hours worked will be included on the Record Sheet. It is agreed that any member of the bargaining unit shall be permitted to leave the school premises during his/her lunch time. Employees will record time away from school premises on his/her Record Sheet.

4.07 Substitute Work

If an employee agrees to also substitute for another employee, the regular employee will be paid his/her regular hourly rate for the time spent substituting.

**ARTICLE V.
ABSENCES/LEAVES**

5.00 In General

The Board, in its discretion, may grant any member of the bargaining unit a leave of absence up to one year. This leave shall be without pay or benefits. The employee may purchase benefits under the COBRA provision. Request for this leave shall be made in writing to the Superintendent at least ninety (90) days prior to the time such leave is to begin. If leave is requested for emergency reasons and ninety (90) days cannot be given, the employee shall, in writing, request approval from the Board of School Directors.

5.01 Bereavement Leave

No more than five (5) days of leave without loss of pay shall be granted to any full-time support staff employee who loses, through death, a member of his/her immediate family.

Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, stepchild, stepparents, stepbrother, stepsister, stepparents of spouse or near relative who resides in the same household, or any person with whom the employee had made his/her home.

Five (5) days of leave shall be granted to part-time employees who lose, through death, a member of the immediate family.

Any support staff employee who loses, through death, a grandfather, grandmother, grandchild, brother in-law or sister in-law shall be granted three (3) days of leave without loss of pay.

Any support staff employee who loses, through death, a near relative shall be granted leave without loss of pay on the day of the funeral.

A near relative shall be defined as first cousin, great-grandfather, great-grandmother, aunt, uncle, niece, nephew, son-in-law, and daughter-in-law.

Support staff employees shall be granted one (1) day of bereavement leave for the funeral of a close friend or members of family not previously identified.

Leave under this section shall not be restricted to one death per year.

Bereavement leave shall be recorded on the employee's time card.

The day of the funeral shall be calculated within the number of days for bereavement leave.

5.02 Sick Leave

All support staff employees shall be entitled to sick leave with pay based upon the number of months they work in a year and number of hours worked per day - ten (10) days times the number of hours worked per day for 9 ½ month employees; eleven (11) days times the number of hours worked per day for the 200 day position and twelve (12) days times the number of hours worked per day for 12 month employees.

Sick days are calculated on the basis of hours normally worked in a day. Sick days are cumulative indefinitely.

New employees shall be granted two (2) sick days upon employment and the remaining allotment of sick days upon completion of the probationary period. Total allotment of sick days earned during their first year of employment will be one (1) day per month worked.

Each employee is required to report absences due to illness to his/her Supervisor at least one (1) hour before his/her normal starting time for that day. When the Supervisor cannot be reached, a message must be left at the employee's building office.

An employee shall use the sick leave for his/her personal illness/injury or for care for immediate family illness/injury.

The definition of family is as defined in the School Code Section 1154 (b) i.e., father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home.

The employee shall issue notice to the District of the use of family care days by following the same procedure as used for his/her own personal illness/injury.

Abuse of sick leave provisions may result in termination from employment.

An effort will be made to schedule doctor appointments during non-working hours.

Sick leave will be paid at the employee's current wage rate.

Sick leave shall be recorded on the employee's time card.

A physician's excuse will be required of each employee who is absent due to his/her personal illness/injury or family illness/injury for three (3) or more consecutive work days or ten (10) or more cumulative work days in one (1) year, unless unusual circumstances due to serious illness are present. Days taken that have a doctor excuse shall not be included in the ten or more day cumulative count.

Sick leave will be taken in hours, full or half day increments. A supervisor can authorize less than one hour of sick leave up to five (5) times per work year, per employee. The employee must make up the time within the same work week.

5.03 Instructional/Educational Leave

It is agreed that any member of the bargaining unit, with prior approval of the appropriate principal/supervisor and the superintendent, may be granted up to three (3) days per school year for instructional/educational leave at the employee's current wage. Examples of such leave are attendance at conferences or training.

5.04 Family Medical Leave

The employer shall comply with the requirements of the Family and Medical Leave Act of 1993 ("FMLA"). Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed to the employees under the FMLA. All definitions shall correspond to those defined in the Act and its regulations. When an employee is eligible for FMLA leave and qualifies for and is entitled to accrued paid sick, vacation, personal or family leave, the employee must utilize such paid leave before taking FMLA leave. FMLA leave will run consecutive to all other forms of employee leave.

5.05 Personal Leave

All support staff employees are entitled to personal leave during each fiscal year provided the employee completes and submits the proper forms.

All part-time employees are entitled to three (3) personal days. (i.e. if an employee works two hour shifts he/she is entitled to three, two-hour personal days.)

Full-time employees are entitled to three (3) personal days.

The employee is not required to state a reason for the personal day, but must submit a request in writing to his/her Supervisor at least three (3) working days in advance of the leave.

With the approval of the Supervisor, an employee may use a personal day(s) without three days notice for snow days or for other emergencies. Personal days may be accumulated up to five (5) days.

Unused personal days that cannot be accumulated shall be reimbursed to the employee at his/her per diem rate. All reimbursement due under this section shall be placed in a 403(b) account, selected by the member, that is currently in the District's 403(b) approved plan. This is an employer contribution and there is no cash option. Should a member not have a 403(b) account established, the unused personal days that cannot be accumulated shall be forfeited.

Personal leave shall be recorded on the employee's timecard.

Personal leave, for full-time employees only, will be taken in full or half-day increments. Part-time employees can only take full day personal leave.

For the initial year of hire, employees hired between July-October shall receive three (3) personal days. Employees hired between November – February shall receive two (2) personal days. Employees hired between March – June shall receive one (1) personal day.

5.06 Association Leave

It is agreed that any member of the bargaining unit who is an authorized delegate of the local Association to the Pennsylvania State Education Association House of Delegates or the PSEA-ESP House of Delegates shall be granted leave to attend that convention if attendance requires the member to be absent from his/her assigned duties in the Shippensburg Area School District. Association leave may also be used by any bargaining unit member selected by SAESP to attend PSEA's summer Leadership Workshop. Total Association days shall not exceed four (4) per year.

5.07 Jury Duty

All employees are encouraged to fulfill their civic obligations when called for jury duty. If an employee is required to serve on jury duty, the employee will receive his/her regular straight-time wages, less the amount paid for jury duty, for a period up to two (2) weeks in any calendar year. Employees should notify their supervisor and the Personnel Department as soon as they receive notice to report for jury duty. Employees are required to report to work on those days when they are excused from jury duty.

5.08 Sick Leave Bank

The Association and the District have developed a Sick Leave Bank policy that will be separate from the Collective Bargaining Agreement.

5.09 Leave Without Pay

Leaves without pay shall be available to the employee for up to four (4) days per year. Any days in excess of the four (4) days shall follow current board policy.

**ARTICLE VI.
EMPLOYEE PROTECTION**

6.00 Statutory Savings Clause

This Collective Bargaining Agreement incorporates by reference such rights as may exist under the Public School Code of 1949, as amended, and Act 195 of 1970, as amended, and all other state and federal laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

6.01 File Access

Each member of the bargaining unit shall have access to his/her personnel file upon request to the Office of the Superintendent and be permitted to review the contents of said file and make copies of the same during normal administration office hours. Employee will be responsible for paying current rate for price of copies.

6.02 Just Cause

No member of the bargaining unit shall be discharged without just cause.

6.03 Seniority

Seniority shall mean the relative status of a support service staff employee with respect to the total length of service with the Shippensburg Area School District from the effective date of employment. Seniority lists for full and part-time staff will be maintained within a particular classification (secretarial, assistant, custodial, food service).

Employees classified as part-time employees shall accrue one-half year seniority for each year worked as part-time.

Employees classified as full-time employees shall accrue one year seniority for each year worked as full-time.

Total seniority for those employees who have worked in full-time and part-time positions in the same classification shall be determined by adding the seniority accrued in both classifications.

Seniority shall continue to accrue during official suspensions (furlough) and Board-approved leaves of absence.

An employee who works more than the normal school year shall not accumulate more seniority than an employee who works the normal school year. Separate seniority lists shall be developed for part-time support service staff and full-time support service staff, and seniority shall be determined by the effective date of employment.

Seniority and recall rights shall be broken by any of the following:

- 1) Resignation or retirement
- 2) Discharge or termination
- 3) Failure of a suspended employee to report annually (between July 1-10) to the employer, in writing, the employee's current address and intent to accept the same or similar position when offered.
- 4) Failure of the suspended employee to report for work within ten (10) calendar days of being notified of a recall, in writing, by certified mail.

Should it be necessary for the Board to suspend (for the purposes of force reduction) members of the support service staff, if two or more employees within the same classification have the same length of service in the Shippensburg Area School District, the seniority tie will be broken by a lottery.

Any exception to this list must be filed, in writing, with the employer within fourteen (14) calendar days of the posting. The seniority list shall be amended to reflect subsequent classification changes as they occur.

The employer shall post, in each building, and a copy sent to the Association president, on or before November 1 of each year and changes as they occur thereafter, a list reflecting the seniority and classification of each employee.

6.04 Layoff/Bumping
Full-Time

In the event a reduction in the full-time work force becomes necessary, full-time employees shall be laid off from the classification or classifications affected on the basis of seniority within the District.

Any full-time employee who is laid off must exercise his/her full-time seniority rights by bumping the least senior full-time employee in the same classification and in the same or in another building.

Further, any full-time employee, who is displaced and who was previously employed as a full-time employee in another classification, shall have the right to displace the least senior employee in such other classification if he/she is qualified for the position.

Any full-time employee displaced in the manner described above who chooses not to take layoff may then bump a less senior part-time employee in the same classification or a classification in which he/she was previously classified, if he/she is qualified for the position. An employee who exercises this option shall maintain full-time seniority and recall rights to a full-time position, if and when one becomes vacant.

Full-time or part-time employees who desire to not exercise his/her bumping rights as a result of a reduction in the workforce will be furloughed and placed on a recall list for available positions in the future as per this section.

Any full-time or part-time employee who is being displaced shall have a minimum of twenty-four (24) hours to make a decision on his/her available options.

Part-Time

In the event a reduction in the part-time work force becomes necessary, part-time employees shall be laid off from the classification or classifications affected on the basis of an employee's seniority within the District.

Any part-time employee, who is displaced, must exercise his/her part-time seniority rights by bumping the least senior part-time employee in the same classification and in the same or in another building.

Further, any part-time employee, who is displaced and who was previously classified in another classification, shall have the right to displace the least senior part-time employee in such classification if he/she is qualified.

Employees to be laid off shall receive written notice ten (10) workdays prior to the effective date of the layoff.

6.05 Recall

Recalls from layoff of full-time employees shall be on the basis of seniority within the classification, provided the employee to be recalled has the qualifications to perform the work required.

Recalls from layoff of part-time employees shall be on the basis of seniority within the classification, provided the employee to be recalled has the qualifications to perform the work required.

No new employees shall be hired for vacancies within a classification affected by a reduction in force until all laid-off members, who are desirous and are qualified, have been given the opportunity to refuse recall.

Refusal of an essentially similar position involving essentially the same number of work hours shall be interpreted to mean a break in seniority and future recall rights.

6.06 Vacancies/Posting/Bidding

All vacancies will be electronically posted. The District will actively advertise the vacant positions and endeavor to utilize all sources available.

Employees of the District will be given the opportunity to apply for any position that becomes vacant. Qualified employees will be considered.

Applications shall be submitted electronically to the Human Resource Department within five (5) days of the vacancy having been posted. Any qualified candidate for a vacancy who is an employee of the District shall be interviewed for that position. Upon awarding any vacant position to a non-employee, and prior to board action or the individual starting the District will inform a bargaining unit employee that applied for the vacant position that he/she did not get the position. Within five (5) working days of the start date of the new employee, the District will inform the bargaining unit member(s) applying for the vacant position of the reasons for the hiring of the non-employee.

6.07 Involuntary Transfer

If an involuntary transfer(s) occurs, whether permanent or temporary the employee shall suffer no loss in benefits or hourly rate as a result of the transfer. The exception would be for the need to transfer to a lower position to maintain employment due to a reduction in force.

In the event of a transfer to a higher paying position, the employee shall, after five (5) cumulative days per work year, receive the higher rate of pay. The employee shall track his/her time in the higher paying position, complete the Higher Pay Rate Five (5) Cumulative Days form located at Frontline Central after five (5) cumulative days in the position and submit to his/her supervisor for processing for payment.

6.08 Required Conferences/Hearings

Whenever any employee is required to meet with any Employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given reasonable notice of the time and nature of the meeting and shall be entitled to have an Association representative present.

6.09 Derogatory Material

No material derogatory to an employee's conduct, service, character, or personality shall be placed in any personnel file unless the employee has received a copy and has had an opportunity to review the material. The employee shall have the right to submit a written answer to such material. The answer shall be attached to the file copy.

6.10 Safe Working Conditions

Employees shall not be subjected to unsafe or hazardous conditions at their work sites or be required to perform tasks which endanger their health, safety, or well-being.

When buildings are closed because of emergencies or unsafe or hazardous conditions, employees shall suffer no loss in pay.

A Work Safety Committee shall be formed to determine unsafe or hazardous conditions. This committee shall be composed of an equal number of SAESPA members and District people. Each group shall choose their own representatives.

6.11 Evaluations

Evaluations shall be confidential and shall be completed by the immediate supervisor. Evaluations are intended to enhance employee performance by providing positive and/or constructive feedback on that performance. An unsatisfactory evaluation can be used to support the dismissal of an employee.

6.12 Training

Employees required to obtain CPR/First Aid Training will be reimbursed by the District for the cost of training, if any, and the cost of obtaining the certificate upon successful completion.

The District will cover the cost of obtaining clearances for all employees required to maintain clearances for background checks as identified in Act 153 of 2014.

6.13 Cafeteria Substitutes

There are times when cafeteria employees are absent for various reasons and substitutes are needed to fill in during the absences. The following process will be used to cover such absences with appropriate substitutes and not divert bargaining unit work to Chartwell employees.

- 1) The District will actively advertise for substitutes for the cafeteria and create a list of people interested in substituting.
- 2) Bargaining unit members who work part-time for the District and who are interested in substituting in a cafeteria position will be included on the substitute call list.
- 3) The District will contact substitutes on other substitute lists to see if there is an interest in substituting in the cafeteria as well.
- 4) The District will make contact with Shippensburg University to seek college students who are willing to work as a substitute in the cafeteria.
- 5) The District will make every effort to secure a substitute from the list as soon as the District is aware an employee will be absent.
- 6) Only after exhausting contacting all available substitutes on the list the District can have one of the Chartwell employees fill in for the day.
- 7) The occasional use of a Chartwell employee as a day to day substitute will not be a precedent for the district to divert bargaining unit work outside the bargaining unit.

6.14 Summer Meal Program

- 1) Chartwell's Food Service Director and Chef from Chartwell will prepare/package the meals each day the meal program is in operation for the summer.
- 2) If other people are needed to prepare/package meals, either due to additional people needed to get the meals prepared and ready for delivery or Chartwell's Food Service Director and Chef from Chartwell are absent, the District will use bargaining unit members from SAESPA.
- 3) The District will create a list of volunteers from SAESP, prior to the end of the school year, who are willing to work during the summer to fill in as needed with preparing/packaging meals.

- 4) The District will select from the volunteers on the list when needing people to work.
- 5) Bargaining unit members who agree to volunteer to work at any time for the Summer Meal Program will be paid their hourly rate as per the Collective Bargaining Agreement.
- 6) This agreement shall not be used by the District as a precedent for subcontracting bargaining unit work.

6.15 Flexible Instructional Days (FID)

The purpose of FIDs is to reduce or eliminate the need to cancel a school day of student instruction as well as the need to schedule and use so-called "Snow Days". In the event the District decides to implement Flexible Instructional Days (FID), bargaining unit members shall be paid as follows:

- 1) Bargaining unit members who have work that can be completed remotely and have the necessary technology at home may have the option of working remotely.
- 2) Superintendent and/or designee has final say on remote work capabilities.
- 3) For those who cannot work remotely or come into the building the District will provide appropriate training and/or alternate work duties or permit them to make up the work hours. Superintendent and/or designee has final say on when and how to make up the work hours (typically not more than 40 hours in a work week). The decision for an employee to work remote or make up work hours will not be arbitrary or capricious.
- 4) Staff will receive notification of a FID via email, District website or automated phone call.
- 5) Bargaining unit members will be able to take personal, vacation or sick leave on a FID.

6.16 Teleworking

In the event of a crisis/disaster that would close schools and have children learning virtually, support staff, provided that they acknowledge in accordance with District protocols, that they can and will adhere to all District teleworking policies and procedures may be permitted to telework provided their job duties support teleworking and they have the technology and capability of fulfilling the essential functions of their positions remotely as determined by the Superintendent or his/her designee. Superintendent and/or designee has final say on remote work capabilities.

The District will, when possible, provide, for those bargaining unit members who are unable to complete their normal work responsibilities remotely, options that could be done remotely to assist in the education process.

Bargaining unit members who cannot work remotely may be permitted to make up the work hours missed. Superintendent and/or designee has final say on when and how to make up the work hours. The decision for an employee to work remote or make up work hours will not be arbitrary or capricious.

6.17 Coverage of Classes Taught Remotely

- 1) The District may assign a classroom assistant to monitor a class of students while the teacher is teaching virtually.
- 2) The teacher will remain on camera for teaching and supervising the class and the classroom assistant throughout the entire class period(s).
- 3) Should any minor discipline issues arise, the classroom assistant will work collaboratively with the teacher to address issues. Major issues should be reported to the teacher and principal immediately to address. The classroom teacher and/or principal will be responsible for providing consequences to the student.
- 4) Classroom assistants serving as monitors may have duties that are above and beyond standard classroom assistant duties including times they are outside of direct teacher supervision such as transitioning through hallways, handling classroom management, monitoring recess, etc.
- 5) Bargaining unit members who are asked to monitor a class shall be paid, in addition to their normal daily rate, an additional \$5.00 per hour. Any portion of an hour worked exceeding 10 minutes shall receive the additional \$5.00/hour.

6.18 Emergency Vacancy

Should a vacancy occur, which both parties mutually agree creates an emergency situation for work that needs to be completed in a particular time frame, the District will offer the additional work to current bargaining unit members first. If there is a bargaining unit member who has the ability to complete the work and agrees to take on the additional work, he/she will be paid overtime for all time spent needed to complete it. Should no bargaining unit member be interested or have the ability to complete the emergency work the District may temporarily use someone outside the bargaining unit. Should the parties agree the situation will last more than two weeks, the parties agree to discuss the need for a temporary agreement to cover work until the position is filled.

ARTICLE VII.

INSURANCE AND MEDICAL BENEFITS

7.00 Life Insurance

A term life insurance policy in the face amount of twenty-five thousand dollars (\$25,000) for full-time employees shall be provided at the sole cost of the school district.

7.01 Hospitalization and Major Medical

The District will provide a QHDHP with a deductible of \$1,500/\$3,000 for in-network. See Appendix B for a complete description of the plan design. The District will pay 100% of the premium.

The District will establish a Health Savings Account (HSA) for bargaining unit members and deposit forty-five (45%) on January 1 each year of the CBA. The District and the employees will each pay one-half of any administrative costs for setting up/maintaining the HSA/HRA.

For new hires starting later in the contract year, the District will prorate the amount to be deposited into the HSA based upon the month the new hire begins. One day worked in a month equals a month for HSA calculations.

Money in the HSA account will be used first for medical costs.

In the event an employee or his/her dependent(s) do not meet the criteria to qualify for an HSA, as per IRS Regulations, the District will provide that employee with a Rollover Health Reimbursement Arrangement (HRA) account.

The District will contribute the same employer contribution into an employee's HRA as being contributed to employee HSAs for the given benefit year for those employees who do not meet the criteria to qualify for a HSA. Funds placed in the HRA shall remain with the employee and will roll over from year to year in compliance with the IRS Regulations. The District's contribution into the employee's HRA will follow the same payment schedule as the HSA. HRA funds may be used in compliance with applicable law.

Employees may opt out of Hospitalization coverage and receive twenty-five (25%) percent of the premium for the coverage for which the employee was eligible for prior to the opt out. An employee must show proof of alternative coverage to be eligible for the opt out. An employee may opt back in if the employee experiences a life-changing event that eliminates the alternative coverage. Employees may voluntarily opt out or opt in one time a year.

The School District shall establish the plan described above in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code, as amended.

7.02 Dental

The Board shall provide a program of prepaid dental care protection for each member of the bargaining unit and their dependents* at least equal to the current coverage.

a) The Basic Program (100% UCR)

Diagnostic preventive and basic restorative services

Routine oral examination and prophylaxis

Periapical and bitewing x-rays

Full mouth x-rays

Topical application of fluoride for dependent children

Repair of broken partial or full removable dentures

Space maintainers that replace prematurely lost teeth of children

Palliative emergency treatment for dental pain

Amalgam, silicate, acrylic, synthetic porcelain and composite filling restorations to restore diseased or accidentally broken teeth

Simple extractions

Endodontics, including pulpotomy, direct pulp capping and root canal treatment

Anesthetic services
Consultations

- b) Oral Surgery (100% UCR)
Surgical removal of teeth
Surgical removal of maxillary mandibular intrabony cysts
Procedures performed for the preparation of the mouth for dentures
Apicoectomy (dental root resection)
- c) Periodontics (80% UCR)
Periodontal examinations Gingival curettage
Gingivectomy and gingivoplasty
Osseous surgery in connection with periodontal disease
Mucogingivoplastic surgery
- d) Prosthetics and Crown, Inlay and Onlay Restorations (80% UCR)
Single unconnected crown, inlays and onlays
Crown, inlay and onlay restorations
Replacement of crowns, inlays and onlays
Initial insertion of bridges
Initial insertion of partial or full dentures
Replacement of an existing partial or full dentures or bridge with a new denture or bridge
Addition of teeth to an existing partial denture or to a bridge
Relining or rebasing dentures
Repair of broken crowns, inlays, onlays or bridges
- e) \$1,500.00 Annual Maximum

7.03 Vision

- (a) The Board shall provide a plan for family, basic vision insurance at least equal to the current coverage to members of the bargaining unit and their dependents.
- (b) Payment for lenses to:

Single	\$35
Bifocal	\$55
Trifocal	\$65
Aphakic	\$95

7.04 Carrier/Plan

A change in carrier/plan may occur if, in the interest of cost containment, a less expensive price is available from a carrier/plan which will guarantee at least equal coverage. "At least equal coverage" is to be determined to the satisfaction of the Board of Directors and the general membership of the SAESPA/PSEA/NEA who are insurance participants.

7.05 Extension and Termination of Benefits

An employee who has been granted a leave without pay under the FMLA will receive up to twelve (12) weeks of full Health Insurance coverage according to the Family Medical Leave Act.

Upon termination of employment for any reason, the employee will receive Health and Term Life Insurance coverage for the month in which service was rendered to the District. Any partial service will entitle the employee to a full month of benefits to the end of that month.

For any reason other than gross misconduct, covered employees and eligible dependents have the right to continue coverage through Consolidated Omnibus Budget Reconciliation Act (COBRA). Please contact the Personnel Office for any additional information.

7.06 Purchase of Health and Dental Benefits

An employee who retires, under the terms of Act 110 of 1988 may purchase applicable benefits in place at time of retirement through direct pay, the Blue Cross, Blue Shield, Major Medical, Dental and Vision Insurance at the then prevailing rates and applicable health plan. Monthly premium rates may be obtained through the Personnel Office. Payments are due in the Personnel Office by the first of each month. The District assumes no responsibility for cancellation of this insurance due to late payments or other circumstance arising from an individual's neglect.

7.07 Coverage

All coverage for new employees, who are eligible to receive benefits as identified under Article VII of this agreement, shall become effective on the first day of the first full month after the employee's probationary period in which they are employed in the Shippensburg Area School District.

**ARTICLE VIII.
MISCELLANEOUS BENEFIT PROVISIONS**

8.00 Management Rights

Except as expressly limited by the provisions of this agreement, the Board retains all normal, inherent and legal rights of a public employer in regard to the operation and administration of the School District and its various functions.

Nothing in this Agreement shall be construed as a delegation or waiver of any rights, powers or duties vested in the Board or any of its representatives by virtue of any provisions of the laws of the Commonwealth of Pennsylvania.

8.01 Reimbursement for Travel

It is agreed that any member of the bargaining unit whose regular assigned duties require traveling in their personal vehicle during the school day shall be compensated at a rate equal to the standard mileage rate published by the Internal Revenue Service.

8.02 Athletic Passes

All members of the bargaining unit shall receive a pass admitting him/her and one guest to all athletic events. If both husband and wife are members of the bargaining unit, a single pass will be issued to each.

8.03 Credit for Military Service

It is agreed that members of the bargaining unit entering employment in the District shall be given credit for military service and placed on step 2 of the appropriate pay level, if such has been performed prior to his/her employment in the District, to establish his/her wage rate. This provision will be made retroactive to July 1, 2022.

8.04 Holidays

All full-time and part-time twelve (12) month employees in the bargaining unit shall receive the following paid holidays:

- Martin Luther King's Birthday
- President's Day
- Good Friday
- Easter Monday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day, Day after, Monday after
- Christmas vacation (day before Christmas through New Year's day)

All full-time and part-time twelve (12) month employees and all full-time employees working less than twelve (12) months employed in the 1997/98 work year and employed for the 1998/99 work year shall receive an increase in their base rate which shall become a permanent part of their hourly rate beginning with the 1998/99 work year as a result of the District buyout of three (3) previously paid holidays. The additional increase in the employee's hourly rate shall be calculated in the following manner: the employee's 1997/98 three (3) day daily salary total divided by total hours worked per year. This additional amount shall be added to the 1998/99 hourly rates negotiated in Section 4.00 and remain a permanent part of the employee's base rate until resignation/retirement from the District.

At the discretion of the Supervisor, the employee may be required to work during the holiday(s). The employee shall be paid for the day worked and shall be granted another

day off in lieu of the previously declared holiday. This "in lieu of day" shall be mutually agreed upon by the employee and his/her supervisor and shall be within three (3) months of the original scheduled holiday.

Employees working less than twelve (12) months, however, may choose to use personal days to cover the unpaid winter/holiday break.

8.05 Vacation

Any employee who is laid off, retired, or separated from service of the District for any reason, shall be compensated for all unused vacation time accumulated at the time of separation, prorated from the previous July 1.

If an employee dies while in service, payment shall be made to the employee's beneficiary. Payment under this paragraph shall be based on his/her hourly rate.

All twelve (12) month employees will become eligible each July 1 for vacation in accordance with the following schedule.

<u>Years of Completed Service</u>	<u>Earned Vacation Days</u>
1 month – 11 months	½ day/month to 6 days/yr.
1 year of service	6 work days
2-9 years of service	10 work days
10 – 14 years of service	15 work days
15+ years of service	15 work days + 1 additional day/yr. to 20 work days total

Vacation accrual is based on the fiscal year of July 1 – June 30th.
Vacation is earned to be used for the next fiscal year.

There shall be a maximum of twenty (20) days per year of vacation for an employee.

An employee may carry over up to five (5) vacation days a year. Employees who become twelve (12) month employees after continuous service as part-time or school year employees shall be placed on the vacation schedule by converting their completed service years into 12 month service. For example, a full-time school year employee who worked 5 years would be placed on the schedule as if he/she had 3 ¾ years of completed service.

Employees must submit vacation request in writing with at least three (3) working days' notice. With the approval of the Supervisor, an employee may be granted vacation with less than three (3) working days' notice.

8.06 Voluntary Payroll Deductions

In addition to deductions which are mandated by law, the school district will deduct for full-time employees, at their request, payment to the following organizations by the District:

- 1) United Fund
- 2) Tax-sheltered Annuities
- 3) 1st Ed Credit Union
- 4) Pennsylvania State Employees' Credit Union

Current contracted companies shall be used when purchasing a tax-sheltered plan. Employee shall complete all documents required by current laws/regulations. Notification to initiate any such plan must be delivered, in writing, fourteen (14) days prior to the initial deduction, and may be terminated by notifying the employer, in writing, fourteen (14) days prior to the date of requested termination.

8.07 Tuition Assistance

All members, both full-time and part-time, of the bargaining unit are eligible for tuition assistance. The District agrees to provide per employee life time maximum of \$10,000 for tuition assistance for all members of the bargaining unit. Payment shall be for "tuition" only, not related costs. All courses must be related public school sector and are to be approved by the Superintendent and the Business Administrator. Course(s) must be taken in an accredited or District-approved educational institution.

Requests for tuition assistance shall be submitted to the District on or before July 15th for courses in the fall semester, on or before December 15th for courses in the spring semester and submitted on or before May 1st for courses during the summer semester.

In the event that any course is not satisfactorily completed with the grade of "C" or better, or "pass" on a pass/fail system, the member of the bargaining unit shall reimburse the District all the monies paid for said course(s).

In the event that a member of the bargaining unit who has received tuition assistance leaves the District within one year of the completion of the credits, the member shall reimburse the District for all monies paid for said course(s).

8.08 Retirement Payments

The District's retirement plan is designed to assist full-time employees at retirement. Upon retirement from the Shippensburg Area School District, under the terms of the Public School Employees' Retirement System and upon completion of no less than fifteen (15) years of continuous service in the District, each said full-time employee shall be paid 100% of accumulated unused sick leave at a rate of sixty dollars (\$60) per day not to exceed five thousand four hundred (\$5,400) for 2022/23 and 2023/24; sixty-five dollars (\$65) per day not to exceed five thousand eight hundred fifty (\$5,850) for 2024/25 and

2025/26. Upon completion of no less than fifteen (15) years of continuous service in the District, part-time employees shall be paid twenty-five dollars (\$25) per day for accumulated unused sick leave up to a maximum of thirty (30) days for 2022/23 and 2023/24 and thirty dollars (\$30) per day for accumulated unused sick leave up to a maximum of forty (40) days for 2024/25 and 2025/26.

It is the responsibility of the employee to file a written request for the payment of the District Retirement Pay. Retirement payments are not subject to retirement withholdings.

All reimbursement due under this section shall be placed in a 403(b) account, selected by the member, that is currently in the District's 403(b) approved plan. This is an employer contribution and there is no cash option.

Upon death of said employee, the beneficiary, as specified on the applicable life insurance application, will receive the retirement payment as outlined above.

8.09 Tax-Sheltered Annuity 403(b)

The District shall permit payments for unused sick days into a Section 403(b) Tax - Sheltered Annuity account. Such account must be established prior to retirement.

**ARTICLE IX.
ASSOCIATION PROVISIONS**

9.00 Dues Deduction

PSEA dues deduction will be made available to the Shippensburg Area ESP and will be deducted in approximately fifteen (15) equal payments beginning with the first payroll in October. A list of participating employees shall be forwarded to the District's Business Administrator on or before September 15. The list shall include each employee's name, social security number and dollar amount for deduction. Authorization cards shall be attached to the list. All monies paid in by the Association members shall be remitted to the Association monthly. In the event that any member of the Association terminates his/her employment in the District, the District shall have no further obligation to deduct nor be responsible in the event of a deduction after termination. If dues are deducted and remitted to the Association in accordance with the procedure specified in this section, the Association shall be solely responsible in the event anyone claims that the deduction or remission was improper.

9.01 Direct Deposit

Beginning July 1, 2009 all employees will be required to have their pay given through mandatory direct deposit, at a participating bank of the employee's choosing, provided all bargaining unit members without home email will be provided access to a District

provided email account. Appropriate forms shall be provided by the District Business Office.

9.02 Inter-Office Mail

The Association shall be allowed to use the inter-office mail throughout the school term for distribution of its items to its membership to the extent that mail procedures are provided by the District.

9.03 Policy Handbooks

Policy handbooks shall be made available to members of the bargaining unit on the District's website. Notification of posting and clear instructions will be given to all staff on where to find the documents on the website upon posting. Should a hard copy be needed, members may make a copy on the district copiers at no cost to the bargaining unit member.

9.04 Orientation Day

The Association shall be permitted one-half (1/2) hour, being the half hour before the regular order of business on orientation day, to conduct its business with the members of the bargaining unit.

9.05 School Board Communications

It is agreed that the President of the Association or his/her designee shall be entitled to:

- (a) A copy of the agenda of the next Board meeting prior to the meeting.
- (b) A copy of all committee reports and minutes acted upon by the full Board.

9.06 Maintenance of Membership

Employees who are members of the Association on the effective date of this agreement, or who become members during its term, shall maintain their membership for the term of this agreement by paying annual dues. Members of the Association may resign from the Association during a period of fifteen (15) days prior to the expiration of this agreement in accordance with the provisions of Act 195.

**ARTICLE X.
MISCELLANEOUS PROVISIONS**

10.00 Strikes and Lockouts

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Law, Act 195, and Act 88 of 1992. As a condition of the various provisions of this agreement to which the parties have agreed, the Association pledges that the members of the Association will not engage in a strike (as that term is defined in the Act) during the term of this agreement, and the School pledges that it will not conduct or cause to be conducted a lockout during the term of this agreement.

10.01 Waiver Clause

The parties agree that all negotiable items have been discussed during the negotiation meetings leading to this agreement, and that no additional negotiation on this agreement, or any provision of it will be conducted, whether contained herein or not, during the life of this agreement, unless jointly agreed to by the parties of interest.

10.02 Separability

If any provision or application of this agreement is held to be contrary to law, that provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

In the event of such finding by a court of law, negotiations to reach new agreement on such matter shall commence within ten (10) days of receipt of notice of said finding.

In the event agreement is not reached within twenty (20) days after negotiations have begun, the impasse shall be referred to binding arbitration under the rules and regulations of the Pennsylvania Bureau of Mediation.

10.03 Meet and Discuss

The parties agree that they shall meet at the call of the other, within ten (10) days or within a reasonable time thereafter, to discuss recommendations presented by either of the parties.

The party requesting the session shall provide written notice of, and the agenda for, such session to the Superintendent of Schools, or President of the Association, whichever is appropriate, no later than five (5) days prior to the session.

10.04 Drug and Alcohol Policy/ Testing

1. POLICY

- A. It is the intent of the District to operate and maintain its facilities in a safe and efficient manner and to provide a safe work environment for its employees as well as its clients. Consistent with the spirit and the intent of this policy, the District prohibits the possession, ingestion, use, distribution, sale and being under the influence of controlled substances and/or alcohol on the District's premises. Open alcohol containers, drug paraphernalia and/or contraband are also prohibited on the District's premises (premises include all District property, facilities, buildings, storage areas, parking areas, vehicles, etc...) The use of controlled substances, alcohol, or other contraband that impairs job performance or safety is also banned. Violations of this policy may result in immediate discipline up to and including discharge. Additionally, the District may provide its employees with opportunities for rehabilitative assistance, when required, so that they may retain their employment relationship.

2. PURPOSE

- A. The purpose of this Drug and Alcohol Abuse Assistance program, here and after meaning Program, is to set forth policies and the procedures concerning employee possession or use of Alcohol and Controlled Substances or Drugs, as defined in Paragraph 4.
- B. The District encourages the formation of a Labor/Management Committee composed of two (2) members from labor and two (2) members from management to review problems encountered in the implementation of the program and to recommend modification thereto. The District acknowledges that that any revisions to the policy will not be done until after notice to the Association with opportunity for mutually agreed upon terms.

3. SCOPE

- A. This Program shall apply to employees covered under this Agreement.
- B. This policy and program prohibits the possession, ingestion, use, trafficking and being under the effects of drugs or any other substance which affects the senses on the employer's premises (premises include all District property, facilities, buildings, storage areas, parking areas, vehicles, etc..)
- C. This policy and program outlines the procedures to be implemented regarding the reporting, testing, rehabilitation and restoration of active employment necessary to ensure compliance with our policy of operating in a totally safe, healthful and productive environment.

4. DEFINITIONS

- A. Controlled Substances – Any drug or substance listed in Controlled Substance Drug Device and Cosmetic Act 64, including but not limited to:
 - Cannabis (Marijuana, Hashish, Hashish oil, etc..)
 - Stimulants (Amphetamines, Methamphetamine, cocaine, crack, etc...)
 - Depressants (Barbiturates, Quaaludes, Benzodiazepine, Methaqualone, Valium, etc...)
 - Narcotics (Morphine, heroine, opium, Propoxyphene, Dilaudid, etc..)
 - Hallucinogen (LSD, PCP, mescaline, peyote, Phenacyclidine, "designer drugs", etc...)
- B. Drug – Any substance which requires a prescription or other writing from a licensed physician or dentist for its use and which may impair an employee's ability to perform his/her job or whose use may pose a threat to the safety of others. A drug shall also encompass any controlled substance listed on Schedules I-IV of 21 CFR§ 1308.
- C. Alcohol – Any alcoholic beverage, the consumption of which affects the performance and actions of an employee to the extent that he/she may pose a threat to the safety of himself or his co-workers.

- D. Medical Authorization – A prescription or other writing from a licensed physician or dentist for the use of a drug in the course of medical treatment, including the use of methadone in a certified drug program.
- E. Contraband – Any substances whose improper use may impair an employee’s ability to perform his/her job or whose use may pose a threat to the safety of others. This shall include, but not be limited to, glue, aerosols, paint, inhalants, markers, chemicals, over-the-counter medications, items with high concentrations of alcohol whose use deviates from the manufacturer’s intended use and/or impairs work performance or creates a safety risk.
- F. Occupational Medical Facility-The facility that will conduct the breathalyzer test for alcohol testing and will collect the urine specimen and transmit said urine specimen to the laboratory for testing.
- G. Laboratory-The laboratory certified by the U.S. Department of Health and Human Services or the laboratory meeting the same standards as used by the U.S. Department of Health and Human Services to certify laboratories that will perform the testing on the urine specimen.
- H. Medical Review Officer-The licensed physician with knowledge and clinical experience in controlled substance disorders who will be responsible for receiving the laboratory results, reviewing these results, and then providing a final overall report following review to the District's Safety Administrator. The medical review officer may not be employed by the laboratory(s) performing the drug testing at issue and may not be the District's school physician.
- I. Screening-The initial urine test administered to determine if any of the controlled substances defined in Section 4.1 are present.
- J. Safety Coordinator-The official of the School District assigned to serve as the contact for the occupational medical facility, laboratory, and medical review officer administering the testing called for by this policy.

5. REPORTING

- A. When an employee is scheduled for a drug or alcohol test, he/she is under the affirmative obligation to report the use of any drug or substance, whether or not used pursuant to proper medical authorization. Questions concerning the effect of a drug on performance should be referred to the Superintendent. Employees must be aware that the improper use or abuse of over the counter medications could impact work performance, compromise safety and subject them to disciplinary action, up to and including dismissal. Employees should report the over-the-counter medications and medications prescribed by a licensed physician to the hospital so as to not result in a false positive. Employees are not required to report these medications to the District. A positive result for the reported over-the-counter medication or prescription medication shall only be reported by the Medical Review Officer in his Report to the District if levels exceed the prescribed levels (for prescription medications) and/or recommended levels for over the counter medications. The District will accept the minimum information necessary from the testing lab to indicate positive/negative results.

- B. Each employee shall provide evidence of medical authorization upon request. The failure to report the use of such drugs to management as directed in 5 (a) above, or the failure to provide evidence of medical authorization upon request may result in disciplinary action.
- C. Staff shall have an opportunity to meet with a representative from the Hospital/Drug Screening Agency to address concerns they may have.

6. TESTING

- A. Employees of the District shall submit to drug/alcohol testing on the basis of the following circumstances:
 - 1. When a supervisor or management employee has reasonable suspicion that an employee has used or consumed a controlled substance or alcohol at work, or is under the influence of a controlled substance or alcohol while at work.
 - 2. When a supervisor or management employee has a reasonable suspicion that an employee's performance at work is impaired by alcohol or controlled substance abuse or use.
 - 3. When an employee has been involved in any way in the work place incident, accident or unsafe practice while on school property or while driving a school-owned vehicle.
- B. Reasonable Suspicion. When an employee is suspected of being under the influence, firsthand observation should be made immediately by more than one supervisor or manager. Some examples of the signs an employer may observe are described below.

Observational signs

- Bloodshot eyes/dilated pupils.
- Slurred speech.
- Unsteady walk/uncoordinated movements.
- Shakes or tremors.
- Unexplained sweating or shivering.
- Fidgeting/inability to sit still.
- Sleeping at work or difficulty staying awake.
- Alcohol on the individual's breath or alcoholic odor.
- Attendance problems-tardiness, pattern of absences or excessive absenteeism
- Inability to focus or concentrate.

When two or more members of management make observations significant enough to warrant reasonable-suspicion drug testing, this should be documented and explained to the employee being sent for testing.

- C. All employees are encouraged to report any unusual behavior, that may present an unsafe condition, to their immediate supervisor or a district administrator who will in turn evaluate the need for testing in accordance with 6.A.2. above.

- D. Refusal to take such tests as provided above may result in disciplinary action up to and including discharge. Inasmuch as it is the District's serious intent to achieve full participation, the provisions Section 8 for Counseling and Restoration shall not apply to employees dismissed as a result of such refusal. Refusal to take such tests shall be treated as a positive result for the presence of drugs and/or alcohol.
- E. Any employee voluntarily reporting his/her abuse of controlled substances, drugs or alcohol will be temporarily placed on an unpaid leave of absence for participation in a rehabilitation program. An employee at his/her option may elect to use accrued paid leave for participation in an in-patient rehabilitation program. The Superintendent, at his/her discretion, may approve an out-patient program if an in-patient rehabilitation program is not available.
- F. An employee reporting to work under the influence of drugs and/or alcohol may be afforded an opportunity to preserve the employment relationship contingent upon the totality of circumstances involved, participation in counseling/rehabilitation and successfully meeting the conditions of a rehabilitation program.
- G. Employees, who are referred to counseling pursuant to Paragraph 6.G where counselor recommends, will be placed on an unpaid leave to complete the appropriate rehabilitation.
- H. When an employee is referred to counseling and counseling reports that the employee has not met the requirements of the Drug and Alcohol Program, the employee may be subject to discipline up to and including discharge. The provisions of Section 8 shall not apply to employees dismissed under this Paragraph.
- I. Tampering with or Substitution of a Specimen. Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, shall constitute cause for the discharge of the employee who engages in such activity.
- J. An employee who is directed to undergo testing has the right to contact an Association representative.
- K. The District shall bear the cost of the drug tests which are administered.

7. TESTING PROCEDURES

- A. Type of Test: Testing may include urinalysis for drug and alcohol testing, breathalyzer test, or other approved drug/alcohol test/screen procedure. Alcohol testing will be considered positive if alcohol measures .08 or greater (this is the level above which it is considered legally under the influence). Drug testing will be collected and screened in accordance with mandatory guidelines for Federal Workplace Testing Programs, 53 Federal Register, 11970 and any subsequent revisions thereto.
- B. All specimens will be initially tested (screened) for the following (7) seven drugs or their metabolites at cutoff levels not greater than those specified below:

Testing Standards will follow the Mandatory Guidelines for Federal Workplace Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA).

Source: Dept. of Health and Human Services, from the reference of 73 FR 71858):

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA1	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites Codeine/Morphine ²	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³ AMP/MAMP ⁴	500 ng/mL	Amphetamine Methamphetamine ⁵	250 ng/mL 250 ng/mL
MDMA ⁶	500 ng/mL	MDMA MDA ⁷ MDEA ⁸	250 ng/mL 250 ng/mL 250 ng/mL

1 Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

2 Morphine is the target analyte for codeine/morphine testing.

3 Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

4 Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

5 To be reported as positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

6 Methylenedioxymethamphetamine (MDMA).

7 Methylenedioxyamphetamine (MDA).

8 Methylenedioxyethylamphetamine (MDEA).

(Reference: Federal Register, November 25, 2008 (73 FR 71858)).

- C. A test result determined to be positive under the above criteria may be regarded as negative if the drug or metabolite detected results solely from the individual's consumption of prescribed or over the counter medication in accordance with a physician's instructions. The Employer may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee, and to discuss the implications of its use or impact on the employee's work performance.
- D. An Administrator or designee shall transport employees to and from the testing facility.

- E. In the event the initial screen and the confirmation test are both positive, the laboratory results will be provided to an approved medical review officer. The MRO will review the results, make sure the chain of custody procedures were followed, and contact the individual to make sure there are no medical or other reasons for the result. The MRO will report his or her findings to the Superintendent.
- F. All records of tests and test results will be handled by the Superintendent or his/her designee on a confidential basis and will not be released to a third party without the employee's written authorization. However, the District will provide upon request a semi-annual report to the Association showing the number of tests done, the reason for the test, the number positive, the substance, and the action taken. The District will not release the identity of any employee tested.
- G. A chain of custody will document the handling, storage and testing of the sample(s).

8. COUNSELING AND RESTORATION TO ACTIVE SERVICE

- A. In order to create a drug and alcohol-free work environment and to ensure a safe and productive work place, the District will provide to each employee confirmed as testing positive, appropriate initial and follow up counseling. This service will also be made available to any employee who may voluntarily wish to participate in such counseling. Costs of any treatment, as prescribed by the provided agency will, however, be the responsibility of the employee. The District hospitalization and medical insurance may provide appropriate coverage for treatment of the type required.
- B. An employee who has been provided an unpaid leave of absence to undergo counseling and subsequent treatment will be restored to active duty if he/she is certified by such program or other medical authority as being free from use of alcohol, drugs or controlled substances as defined in this policy and procedure. Employees desiring to obtain counseling or treatment in a program or under medical authority not under the jurisdiction of the District must obtain prior approval to use such treatment program or medical authority. Treatment rendered under such approved program or medical authority must be reviewed and approved by the District prior to recommendation of restoration to duty.

10.05 Dress Code

Custodial and food service staff are required to wear non-slip shoes. If the District requires a specific shoe the employer will cover the cost of the shoe. If the employee can choose the shoe, the employee will cover the cost of the shoe.

**ARTICLE XI.
NEGOTIATION OF SUCCESSOR AGREEMENT**

11.00 Deadline 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. It is further agreed that negotiations for the following term shall begin by the tenth (10th) of January immediately prior to the end of the contract term.

**ARTICLE XII.
DRAFTING, PRINTING, DISTRIBUTION**

12.00 Responsibilities

It is agreed that the Association shall type, arrange the contract sections in a systematic logical sequence and provide the Board with a "copy ready" document. When the Board has proofread and verified the document, the Board shall distribute the contract electronically to each member of the bargaining unit within thirty (30) days after the signing of the contract. Clear instructions will be given to all staff on where to find the documents on the website. Should a hard copy be needed, members may make a copy on the district copiers at no cost to the bargaining unit member.

12.01 New Employees

All new employees who shall be members of the bargaining unit shall be given a copy of this contract which will be distributed electronically by the Board or its agents prior to or on the first day of their employment. The District will provide the new employees with the appropriate information and electronic access to the location of the CBA.

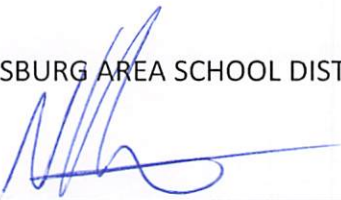
**ARTICLE XIII.
LENGTH OF AGREEMENT**

13.00 Term

The term of this agreement shall begin and July 1, 2023 shall continue in full force and effect until June 30, 2026 or until such later date as the parties hereto may hereinafter mutually agree.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SHIPPENSBURG AREA SCHOOL DISTRICT



President

11/30/23

Date



Secretary

11/30/2023

Date

SHIPPENSBURG AREA EDUCATIONAL SUPPORT ASSOCIATION



President

6.12.2023

Date

Paula Patterson

Secretary

11-30-23

Date

**Appendix A
Pay Level Classifications**

Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Custodian Cashier/Helper Kitchen Helper Noon-time Aides	Head Cook Baker/Asst. Cook Traffic Monitor	Head Custodian Utility/Maintenance Utility Custodian/Delivery Kitchen Supervisor	Secretary 2 Guidance Athletic Building Elementary Building Secondary Building Receptionist Assistants <ul style="list-style-type: none"> • Classroom • Health • Pool 	Secretary 1 PIMS/Child Accounting Fiscal Assistant C.I.A. Assistant Director of Operations District Receptionist/ Business Office Asst. HR Assistants Food Services/ Purchasing Special Education Transportation Accounting Assistant Elementary Student Services Maintenance Technician	Technology Head of Maintenance Registered Behavior Specialist (RBT)	LPN

**Appendix A-1
Salary Plan**

Level I Step /Band	Yrs. Service	2022/23	\$1.20 2023/24	\$0.25 2024/25	\$0.25 2025/26
1	0-2	\$12.00	\$13.20	\$13.45	\$13.70
2	3-5	\$12.72	\$13.92	\$14.17	\$14.42
3	6-8	\$13.44	\$14.64	\$14.89	\$15.14
4	9-11	\$14.17	\$15.37	\$15.62	\$15.87
5	12-14	\$14.89	\$16.09	\$16.34	\$16.59
6	15-17	\$15.61	\$16.81	\$17.06	\$17.31
7	18-20	\$16.33	\$17.53	\$17.78	\$18.03
8	21-22	\$17.06	\$18.26	\$18.51	\$18.76
9	23-24	\$17.78	\$18.98	\$19.23	\$19.48
10	25+	\$18.50	\$19.70	\$19.95	\$20.20

Level II Step /Band	Yrs. Service	2022/23	\$1.20 2023/24	\$0.25 2024/25	\$0.25 2025/26
1	0-2	\$12.50	\$13.70	\$13.95	\$14.20
2	3-5	\$13.28	\$14.48	\$14.73	\$14.98
3	6-8	\$14.06	\$15.26	\$15.51	\$15.76
4	9-11	\$14.83	\$16.03	\$16.28	\$16.53
5	12-14	\$15.61	\$16.81	\$17.06	\$17.31
6	15-17	\$16.39	\$17.59	\$17.84	\$18.09
7	18-20	\$17.17	\$18.37	\$18.62	\$18.87
8	21-22	\$17.94	\$19.14	\$19.39	\$19.64
9	23-24	\$18.72	\$19.92	\$20.17	\$20.42
10	25+	\$19.50	\$20.70	\$20.95	\$21.20

**Appendix A-1
Salary Plan**

Level III Step /Band	Yrs. Service	2022/23	\$1.20 2023/24	\$0.25 2024/25	\$0.25 2025/26
1	0-2	\$13.00	\$14.20	\$14.45	\$14.70
2	3-5	\$13.83	\$15.03	\$15.28	\$15.53
3	6-8	\$14.67	\$15.87	\$16.12	\$16.37
4	9-11	\$15.50	\$16.70	\$16.95	\$17.20
5	12-14	\$16.33	\$17.53	\$17.78	\$18.03
6	15-17	\$17.17	\$18.37	\$18.62	\$18.87
7	18-20	\$18.00	\$19.20	\$19.45	\$19.70
8	21-22	\$18.83	\$20.03	\$20.28	\$20.53
9	23-24	\$19.67	\$20.87	\$21.12	\$21.37
10	25+	\$20.50	\$21.70	\$21.95	\$22.20

Level IV Step /Band	Yrs. Service	2022/23	\$1.20 2023/24	\$0.25 2024/25	\$0.25 2025/26
1	0-2	\$13.50	\$14.70	\$14.95	\$15.20
2	3-5	\$14.50	\$15.70	\$15.95	\$16.20
3	6-8	\$15.50	\$16.70	\$16.95	\$17.20
4	9-11	\$16.50	\$17.70	\$17.95	\$18.20
5	12-14	\$17.50	\$18.70	\$18.95	\$19.20
6	15-17	\$18.50	\$19.70	\$19.95	\$20.20
7	18-20	\$19.50	\$20.70	\$20.95	\$21.20
8	21-22	\$20.50	\$21.70	\$21.95	\$22.20
9	23-24	\$21.50	\$22.70	\$22.95	\$23.20
10	25+	\$22.50	\$23.70	\$23.95	\$24.20

**Appendix A-1
Salary Plan**

Level V Step /Band	Yrs. Service	2022/23	\$1.20 2023/24	\$0.25 2024/25	\$0.25 2025/26
1	0-2	\$14.00	\$15.20	\$15.45	\$15.70
2	3-5	\$15.22	\$16.42	\$16.67	\$16.92
3	6-8	\$16.44	\$17.64	\$17.89	\$18.14
4	9-11	\$17.67	\$18.87	\$19.12	\$19.37
5	12-14	\$18.89	\$20.09	\$20.34	\$20.59
6	15-17	\$20.11	\$21.31	\$21.56	\$21.81
7	18-20	\$21.33	\$22.53	\$22.78	\$23.03
8	21-22	\$22.56	\$23.76	\$24.01	\$24.26
9	23-24	\$23.78	\$24.98	\$25.23	\$25.48
10	25+	\$25.00	\$26.20	\$26.45	\$26.70

Level VI Step /Band	Yrs. Service	2022/23	\$1.20 2023/24	\$0.25 2024/25	\$0.25 2025/26
1	0-2	\$16.00	\$17.20	\$17.45	\$17.70
2	3-5	\$17.39	\$18.59	\$18.84	\$19.09
3	6-8	\$18.78	\$19.98	\$20.23	\$20.48
4	9-11	\$20.17	\$21.37	\$21.62	\$21.87
5	12-14	\$21.56	\$22.76	\$23.01	\$23.26
6	15-17	\$22.94	\$24.14	\$24.39	\$24.64
7	18-20	\$24.33	\$25.53	\$25.78	\$26.03
8	21-22	\$25.72	\$26.92	\$27.17	\$27.42
9	23-24	\$27.11	\$28.31	\$28.56	\$28.81
10	25+	\$28.50	\$29.70	\$29.95	\$30.20

**Appendix A-1
Salary Plan**

Level VII Step /Band	Yrs. Service	2022/23	\$1.20 2023/24	\$0.25 2024/25	\$0.25 2025/26
1	0-2	\$22.00	\$23.20	\$23.45	\$23.70
2	3-5	\$23.39	\$24.59	\$24.84	\$25.09
3	6-8	\$24.78	\$25.98	\$26.23	\$26.48
4	9-11	\$26.17	\$27.37	\$27.62	\$27.87
5	12-14	\$27.56	\$28.76	\$29.01	\$29.26
6	15-17	\$28.94	\$30.14	\$30.39	\$30.64
7	18-20	\$30.33	\$31.53	\$31.78	\$32.03
8	21-22	\$31.72	\$32.92	\$33.17	\$33.42
9	23-24	\$33.11	\$34.31	\$34.56	\$34.81
10	25+	\$34.50	\$35.70	\$35.95	\$36.20

Appendix B

**Shippensburg Area School District
Overview of PPO High Deductible Health Plan Including HRA
Non-Grandfathered**

BENEFIT	PPO High Deductible Health Plan Including HRA PPOSJ061/RXRSJ061	
	Member Responsibilities	
Summary of Cost Sharing	In-Network	Out-of-Network
Benefit Period	January 1 - December 31	
Deductible (per benefit period) Deductible is combined to include medical & prescription drug benefits.	\$1,500 per member \$3,000 per family	\$3,000 per member \$6,000 per family
Coinsurance (percentage you pay after your deductible is met)	No member coinsurance	20% coinsurance
Out-of-Pocket Maximum The most you pay per benefit period, after which benefits are paid at 100%. This includes deductible, copayments and coinsurance for medical including ER and prescription drug.	\$3,000 per member \$6,000 per family	\$6,000 per member \$12,000 per family
Office Visits / Urgent Care / Emergency Room Copayments		
Virtual Care Visits - delivered via the Capital BlueCross Virtual Care platform	\$10 PCP/ \$25 Specialist copayment per visit after deductible	Not covered
Office Visits & Consultations (In-person & Telehealth) performed by a family practitioner, general practitioner, internist, pediatrician or in-network retail clinic.	\$25 copayment per visit after deductible	20% coinsurance after deductible
Specialist Office Visits (In-person & Telehealth)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Urgent Care Services	\$35 copayment per visit after deductible	
Emergency Room	\$100 copayment per visit after deductible, waived if admitted	
Preventive Care		
Pediatric & Adult Preventive Care	No charge waive deductible	20% coinsurance after deductible
Screening Gynecological Exam & Pap Smear (One per benefit period)	No charge waive deductible	20% coinsurance waive deductible
Screening Mammogram (One per benefit period)	No charge waive deductible	20% coinsurance waive deductible
Diagnostic Mammogram	No charge after deductible	20% coinsurance after deductible
Facility / Surgical Services		
Inpatient Hospital Room & Board	No charge after deductible	50% coinsurance after deductible
Acute Inpatient Rehabilitation (60 days per benefit period)	No charge after deductible	50% coinsurance after deductible
Skilled Nursing Facility (100 days per benefit period)	No charge after deductible	50% coinsurance after deductible
Maternity Services & Newborn Care	No charge after deductible	20% coinsurance after deductible
Surgical Procedure & Anesthesia (professional charges)	No charge after deductible	20% coinsurance after deductible
Outpatient Surgery at Ambulatory Surgical Center (facility charge only)	No charge after deductible	Not covered
Outpatient Surgery at Acute Care Hospital (facility charge only)	No charge after deductible	50% coinsurance after deductible
Diagnostic Services		
High Tech Imaging (such as MRI, CT, PET)	No charge after deductible	20% coinsurance after deductible
Radiology (other than high tech imaging)	No charge after deductible	20% coinsurance after deductible
Independent Laboratory	No charge after deductible	20% coinsurance after deductible
Facility-Owned Laboratory (i.e. Health System owned)	No charge after deductible	20% coinsurance after deductible
Therapy Services (Rehabilitative & Habilitative Services)		
Physical Therapy (25 visits per benefit period)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Occupational Therapy (12 visits per benefit period)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Speech Therapy (12 visits per benefit period)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Respiratory Therapy	\$25 copayment per visit after deductible	20% coinsurance after deductible
Manipulation Therapy (25 visits per benefit period)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Acupuncture	Not covered	Not covered
Mental Health & Substance Use Disorder Services		
Mental Health Inpatient Services	No charge after deductible	20% professional, 50% facility coinsurance after deductible
Mental Health Outpatient Services	\$25 copayment per visit after deductible	20% professional, 50% facility coinsurance after deductible
Substance Use Disorder Detoxification Inpatient	No charge after deductible	20% professional, 50% facility coinsurance after deductible
Substance Use Disorder Rehabilitation Outpatient	No charge after deductible	20% professional, 50% facility coinsurance after deductible

Shippenburg Area School District Overview of PPO High Deductible Health Plan Including HRA Non-Grandfathered

PPO High Deductible Health Plan Including HRA PPO1061/RXRS061		BENEFIT
Additional Services		
Home Health Care Services (90 visits per benefit period)		No charge after deductible 20% coinsurance after deductible
Durable Medical Equipment		No charge after deductible 20% coinsurance after deductible
Prosthetic Appliances		No charge after deductible 20% coinsurance after deductible
Orthotic Devices		No charge after deductible 20% coinsurance after deductible
Prescription Drug		
Member Responsibilities		
Specialty Pharmacy (up to a 30-day supply)	Mail Service Pharmacy (up to a 90-day supply)	Retail Pharmacy (up to a 30-day supply)
Deductible per benefit period		
Includes medical and prescription drug benefits		
Generic Preferred	\$5 copayment after deductible	\$5 copayment after deductible
Generic Non-Preferred	\$5 copayment after deductible	\$5 copayment after deductible
Brand Preferred	\$10 copayment after deductible	\$10 copayment after deductible
Brand Non-Preferred	\$20 copayment after deductible	\$20 copayment after deductible
Brand Preferred	\$25 copayment after deductible	\$25 copayment after deductible
Brand Non-Preferred	\$50 copayment after deductible	\$50 copayment after deductible
Prescription Drug Tier		
Generic Preferred	\$5 copayment after deductible	\$5 copayment after deductible
Generic Non-Preferred	\$5 copayment after deductible	\$5 copayment after deductible
Brand Preferred	\$10 copayment after deductible	\$10 copayment after deductible
Brand Non-Preferred	\$20 copayment after deductible	\$20 copayment after deductible
Brand Preferred	\$25 copayment after deductible	\$25 copayment after deductible
Brand Non-Preferred	\$50 copayment after deductible	\$50 copayment after deductible
Contraceptives (Self-Administered)		
Generic Preferred	\$0 copayment after deductible	\$0 copayment after deductible
Brand Preferred	\$0 copayment after deductible	\$0 copayment after deductible
Brand Non-Preferred	\$0 copayment after deductible	\$0 copayment after deductible
Generic Preferred	\$0 copayment after deductible	\$0 copayment after deductible
Brand Preferred	\$0 copayment after deductible	\$0 copayment after deductible
Brand Non-Preferred	\$0 copayment after deductible	\$0 copayment after deductible
Additional Pharmacy Benefits/Details		
Network (for Specialty Pharmacy information please refer to the Guide to Rx Benefits at www.capitalcross.com)		
Broad Plus		
Advantage		
\$0 Preventive Rx Coverage		
No charge		
Restrictive Generic Substitution – In addition to the coinsurance/copayment, the member pays the difference between the brand and generic drug price (when there is a generic alternative) unless the physician requests the brand be dispensed.		
Extended Supply Network (ESN)		
Members have the ability to obtain covered drugs for up to a 90 day supply at in-network retail pharmacies.		

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Deductibles, coinsurance and copayments under this program are separate from any deductibles, coinsurance and copayments required under any other health benefits coverage you may have. *Certain preventive contraindications are required to be covered at no cost to you when filled at an in-network pharmacy with a valid prescription in accordance with the Preventive Health Guidelines. In-network providers and pharmacies agree to accept our allowance as payment in full—often less than their normal charge. If you visit an out-of-network provider or pharmacy, you are responsible for paying the deductible, coinsurance and the difference between the out-of-network provider's or out-of-network pharmacy's charges and the allowed amount. Out-of-network providers may balance bill the member. Some out-of-network facility providers are not covered. Deductibles, any differences paid between brand drug and generic drug prices, and any balances paid to out-of-network pharmacies are not applied to the out-of-pocket maximum. In certain instances, a facility fee may be associated with an outpatient visit to a professional provider. Members should consult with the provider to determine whether a facility fee may apply to that provider. An additional cost-sharing amount may apply to the facility fee.

**Shippensburg Area School District (Support Staff)
Overview of PPO Qualified High Deductible Health Plan
Non-Grandfathered**

BENEFIT	Qualified High Deductible Health Plan PPQ53057/RXQ51057 & PPQ51058/RXQ51058	
	Member Responsibilities	
Summary of Cost Sharing	In-Network	Out-of-Network
Benefit Period	January 1 - December 31	
Deductible (per benefit period) Deductible is combined to include medical & prescription drug benefits for in-network providers. If you enroll in a family plan, the overall family deductible must be met before the plan begins to pay.	\$1,500 per member \$3,000 per family	\$3,000 per member \$6,000 per family
Coinsurance (percentage you pay after your deductible is met)	No member coinsurance	20% coinsurance
Out-of-Pocket Maximum The most you pay per benefit period, after which benefits are paid at 100%. This includes deductible, copayments and coinsurance for medical including ER and prescription drug.	\$3,000 per member \$6,000 per family	\$6,000 per member \$12,000 per family
Office Visits / Urgent Care / Emergency Room Copayments		
Virtual Care Visits - delivered via the Capital BlueCross Virtual Care platform	\$10 PCP/ \$25 Specialist copayment per visit after deductible	Not covered
Office Visits & Consultations (in-person & Telehealth) performed by a family practitioner, general practitioner, internist, pediatrician or in-network retail clinic	\$25 copayment per visit after deductible	20% coinsurance after deductible
Specialist Office Visits (in-person & Telehealth)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Urgent Care Services	\$35 copayment per visit after deductible	
Emergency Room	\$100 copayment per visit after deductible, waived if admitted	
Preventive Care		
Pediatric & Adult Preventive Care	No charge waive deductible	20% coinsurance after deductible
Screening Gynecological Exam & Pap Smear (One per benefit period)	No charge waive deductible	20% coinsurance waive deductible
Screening Mammogram (One per benefit period)	No charge waive deductible	20% coinsurance waive deductible
Diagnostic Mammogram	No charge after deductible	20% coinsurance after deductible
Facility / Surgical Services		
Inpatient Hospital Room & Board	No charge after deductible	50% coinsurance after deductible
Acute Inpatient Rehabilitation (60 days per benefit period)	No charge after deductible	50% coinsurance after deductible
Skilled Nursing Facility (100 days per benefit period)	No charge after deductible	50% coinsurance after deductible
Maternity Services & Newborn Care	No charge after deductible	20% coinsurance after deductible
Surgical Procedures & Anesthesia (professional charges)	No charge after deductible	20% coinsurance after deductible
Outpatient Surgery at Ambulatory Surgical Center (facility charge only)	No charge after deductible	Not covered
Outpatient Surgery at Acute Care Hospital (facility charge only)	No charge after deductible	50% coinsurance after deductible
Diagnostic Services		
High Tech Imaging (such as MRI, CT, PET)	No charge after deductible	20% coinsurance after deductible
Radiology (other than high tech imaging)	No charge after deductible	20% coinsurance after deductible
Independent Laboratory	No charge after deductible	20% coinsurance after deductible
Facility-Owned Laboratory (i.e. Health System owned)	No charge after deductible	20% coinsurance after deductible
Therapy Services (Rehabilitative & Habilitative Services)		
Physical Therapy (25 visits per benefit period)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Occupational Therapy (12 visits per benefit period)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Speech Therapy (12 visits per benefit period)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Respiratory Therapy	\$25 copayment per visit after deductible	20% coinsurance after deductible
Manipulation Therapy (25 visits per benefit period)	\$25 copayment per visit after deductible	20% coinsurance after deductible
Acupuncture	Not covered	Not covered
Mental Health & Substance Use Disorder Services		
Mental Health Inpatient Services	No charge after deductible	20% professional, 50% facility coinsurance after deductible
Mental Health Outpatient Services	\$25 copayment per visit after deductible	20% professional, 50% facility coinsurance after deductible
Substance Use Disorder Detoxification Inpatient	No charge after deductible	20% professional, 50% facility coinsurance after deductible
Substance Use Disorder Rehabilitation Outpatient	No charge after deductible	20% professional, 50% facility coinsurance after deductible

Shippensburg Area School District (Support Staff)
Overview of PPO Qualified High Deductible Health Plan
Non-Grandfathered

BENEFIT		Qualified High Deductible Health Plan PPQSI057/RXQSI057 & PPQSI038/RXQSI058		
Additional Services				
Home Health Care Services (90 visits per benefit period)		No charge after deductible	20% coinsurance after deductible	
Durable Medical Equipment		No charge after deductible	20% coinsurance after deductible	
Prosthetic Appliances		No charge after deductible	20% coinsurance after deductible	
Orthotic Devices		No charge after deductible	20% coinsurance after deductible	
Prescription Drug				
Highlights	Member Responsibilities			
	Retail Pharmacy (up to a 90-day supply)	Mail Service Pharmacy (up to a 90-day supply)	Specialty Pharmacy (up to a 90-day supply)	
Deductible per benefit period* Deductible does not apply (copay applies) to preventive drugs listed on Capital's Rx Preventive Coverage List. However, copays apply. (Members can view the most current list by accessing the Capital BlueCross website at capbluecross.com)	Includes medical and prescription drug benefits			
Prescription Drug Tier				
Generic Preferred	\$5 copayment after deductible	\$10 copayment after deductible	\$5 copayment after deductible	
Generic Non-Preferred	\$5 copayment after deductible	\$10 copayment after deductible	\$5 copayment after deductible	
Brand Preferred	\$10 copayment after deductible	\$20 copayment after deductible	\$20 copayment after deductible	
Brand Non-Preferred	\$25 copayment after deductible	\$50 copayment after deductible	\$35 copayment after deductible	
Contraceptives (Self-Administered)				
Generic Preferred	\$0 copayment after deductible	\$0 copayment after deductible	Not covered	
Select Brands (no generic equivalent available)	\$0 copayment after deductible	\$0 copayment after deductible	Not covered	
Brand Preferred	\$10 copayment after deductible	\$20 copayment after deductible	Not covered	
Brand Non-Preferred	\$25 copayment after deductible	\$50 copayment after deductible	Not covered	
Additional Pharmacy Benefits/Details				
Network (for Specialty Pharmacy Information please refer to the Guide to Rx Benefits at www.capbluecross.com)	Broad Plus			
Formulary	Advantage			
\$0 Preventive Rx Coverage	No charge			
Generic Substitution Program	Restrictive Generic Substitution – In addition to the coinsurance/ copayment, the member pays the difference between the brand and generic drug price (when there is a generic alternative) <u>unless</u> the physician requests the brand be dispensed.			
Extended Supply Network (ESN)	Members have the ability to obtain covered drugs for up to a 90 day supply at in-network retail pharmacies.			

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