

AGREEMENT BETWEEN

THE STATE COLLEGE AREA SCHOOL DISTRICT

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO COUNCIL 83

FOR

BUS DRIVERS

FOR

JULY 1, 2022 THROUGH JUNE 30, 2027

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AGREEMENT

THIS AGREEMENT is made and agreed to on June 6, 2022, by the STATE COLLEGE AREA SCHOOL DISTRICT, party of the first part, hereinafter called the "EMPLOYER" or "DISTRICT" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 83, party of the second part, hereinafter called the "UNION".

ARTICLE 1 - PREAMBLE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships between AFSCME and the DISTRICT; and one way to accomplish this is by negotiating in good faith, a collective bargaining agreement.

ARTICLE 2 - RECOGNITION

The EMPLOYER hereby recognizes the UNION as the exclusive bargaining agent for the run drivers, regular floaters, noon floaters, full-time floaters, regular substitutes, mechanics, and maintenance mechanics with respect to the collective bargaining process.

ARTICLE 3 - TERM OF AGREEMENT

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

ARTICLE 4 - DUES AND VOLUNTARY DEDUCTIONS

The EMPLOYER agrees to deduct from the wages of the employees who authorize such deduction on the approved form dues and/or voluntary deductions for the local School Bus Drivers' Union.

The UNION shall indemnify and hold the DISTRICT harmless against any and all claims, suits, orders or judgments brought or issued against the DISTRICT as a result of any action taken or not taken by the DISTRICT under the provisions of this Article.

All employees covered by this Agreement who have joined the UNION during the period of this Agreement, must remain members for the duration of this Agreement with the provision that any such employee or employees may resign from the UNION during the period of fifteen (15) days prior to the expiration of this Agreement.

Union Dues:

1. The amount of such dues shall be certified to the EMPLOYER in writing by the Treasurer of the UNION and shall remain in effect until such time as the amount of said dues are changed in writing and delivered to the EMPLOYER.
2. The UNION agrees that it will supply to the EMPLOYER a list of new members for whom deductions are to be made no later than September 15 for all new employees beginning in the fall of the year. These deductions will begin with the payroll at the end of September.
3. Employees desiring to join the UNION after the September 15 date may do so by the first of each month with the first payment being taken out of the pay at the end of that month.
4. The UNION shall supply an authorization card for each individual and include a stipulation entitling the EMPLOYER to withhold subject dues.
5. The EMPLOYER shall not be responsible for uncollected dues for the employees who sever their employment from the DISTRICT prior to having paid the full amount.
6. Dues deductions shall be made for each employee with an even amount deducted each month; their amount to be figured by the EMPLOYER according to the formula supplied by the UNION.

Fair Share Fee:

The DISTRICT agrees to deduct a fair share fee bi-weekly from all employees in the bargaining unit who are not members of the UNION. Authorization from non-members to deduct fair share fees shall be certified to the EMPLOYER by the UNION.

Voluntary Deductions:

The DISTRICT agrees to deduct from the wages of any employee who authorizes such deduction on the approved form voluntary contributions to the Union Political and Legislative (PAL) fund. Such written authorization may be executed by the employee at any time by providing a copy to both the EMPLOYER and the UNION.

Remittance to UNION:

The aggregate dues and fair share fee deductions of all employees will be mailed to: AFSCME AFL-CIO, Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599, by the tenth (10th) of the succeeding month after which such deductions have been made.

The aggregate PAL deductions of all employees will be made payable to PAL, AFSCME, Council 13 and will be mailed to: PAL, AFSCME, Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599.

The DISTRICT agrees to provide an itemized statement including the name of each employee and the amount deducted with both remittances.

ARTICLE 5 - GRIEVANCE PROCEDURE

I. Definitions

- A. Grievance: A grievance is an allegation by an employee, a group of employees or by the UNION that there has been a violation, misinterpretation or misapplication of a term or terms of this agreement.
- B. Aggrieved Person: An aggrieved person is the person or persons making the complaint.
- C. Days: The term days when used shall mean work days except that Saturday, Sunday, or a legal holiday shall not be counted as the last day of any time limit.

II. General Procedure

- A. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite this process.
- B. The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered. The failure of an administrator at any level to communicate his/her decision in writing within the specified time limits set forth herein shall entitle the grievant to move the grievance to the next step.
- C. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with appropriate members of the administration, and having the grievance adjusted without the intervention of any employee organization.
- D. At all steps beyond step one of a grievance after it has been formally presented, representatives of the Union and/or their designees may attend grievance hearings, appeals or other proceedings required to process the grievance.
- E. All grievances shall be initiated on the Union form.

III. Resolution of Grievances

The parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a five (5) step process which is described in the following paragraphs.

Step I

Person, or persons, initiating the alleged grievance shall present the grievance, in writing and on a form provided by the EMPLOYER, to the appropriate Director within ten (10) days after its occurrence. The appropriate Director shall reply to the grievance within seven (7) days after initial presentation of the grievance.

Step II

If the action in Step I above fails to resolve the grievance within seven (7) days to the satisfaction of the affected parties, the grievance shall be referred to the Business Administrator of the EMPLOYER or his/her designee within seven (7) days.

Step III

If the action in Step II above fails to resolve the grievance within seven (7) days to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent within seven (7) days.

Step IV

If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the grievant shall, within seven (7) days, refer the grievance, in writing, to the School Board. The School Board shall respond to the grievance, in writing, within seven (7) days after the Board considered the grievance which shall be at least fifteen (15) days after the grievance is referred.

Step V

If the action in Step IV above fails to resolve the grievance to the satisfaction of the affected parties, the grievant shall be referred to binding arbitration as provided in Section 903 of Act 195. If the grievance fails to meet the criteria of Section 903 of Act 195, the decision of the Board of Education in Step V shall be final.

ARTICLE 6 - WAGES

I. Wage Rates

A. The regular hourly rates of pay for each position covered by this Agreement are included on the Wage Rate Schedules found in Appendix A.

1. Each position shall have a "Year One" rate, a "Year Two" rate, and a "Job" rate.
2. Each employee newly hired into the bargaining unit receives the Year One rate.
3. Employees shall move to the Year Two rate as of July 1st of the following year. For example:
 - a. An employee hired in December 2016 moves to the Year Two rate July 1, 2017.
 - b. An employee hired in January 2017 moves to the Year Two rate July 1, 2018.
4. An employee shall be paid the Job rate as of the July 1 that follows moving to the Year Two rate.

B. Moving To Another Position

When an employee moves to another position the employee will maintain the same years of service for step placement purposes in the new position.

C. Employees hired prior to July 1, 2016, shall be paid the higher of the hourly job grade

rate for their position and years of service as included in Appendix A or their hourly rate. Each July, employees whose hourly rate has been higher than the Job Rate will receive either their new rate or the new Job Rate, whichever is higher.

- D. Employees who terminated employment with the DISTRICT and are then re-employed will be placed on the Year One wage rate.

ARTICLE 7 - SENIORITY

I. Full-Time and Part-Time Definitions

A. For all employees whose current date of hire is on or after July 1, 2016:

1. A full-time employee shall be defined as a person who is regularly scheduled for at least 30 hours per week during the school year.
2. A part-time employee shall be defined as a person who is regularly scheduled for fewer than 30 hours per week during the school year.

B. For all employees whose current date of hire is prior to July 1, 2016:

1. A full-time employee shall be defined as a person who is regularly scheduled for at least 25 hours per week during the school year.
2. A part-time employee shall be defined as a person who is regularly scheduled for fewer than 25 hours per week during the school year.

II. Seniority Dates

Upon completion of the probationary period the employee's seniority date shall date back to the first day of their current uninterrupted period of employment.

At least twice each year, on October 15 and February 1, the EMPLOYER shall provide the UNION with a current seniority list. In the event of errors in the list, such errors shall be brought to the EMPLOYER'S attention, in writing, within twenty (20) working days after the same is furnished to the UNION.

Ties in seniority for all purposes shall be broken by the drawing of lots.

To protect seniority, each employee shall keep the DISTRICT informed of the employee's current home address and telephone number.

Seniority shall be terminated for any of the following reasons:

1. Wherein an employee quits.
2. Wherein an employee is discharged for cause.
3. Wherein an employee is absent from work for one (1) week without properly notifying the DISTRICT.
4. Wherein an employee fails to return to work after physically being able to do so following a leave of absence for illness or injury.

Employees will accrue and retain all seniority if they return from a medical leave of absence or work related injury or illness within a twenty-four (24) month period if the employee receives disability payments or workers' compensation during such leave.

Seniority in bidding and promotion shall be as defined in Article 8.

ARTICLE 8 - BIDDING PROCEDURE

I. Definition

Regular Run Driver - A driver whose regular assignment is driving the same regular route every morning and afternoon. These positions are normally bid however, in certain cases they may be assigned.

Regular Floater - Employed two (2) hours during the morning run and two (2) hours during the afternoon run. These positions are not bid and are not considered regular routes but the employee does accrue seniority.

Noon Floater - Employed two (2) or more hours between the morning and afternoon run as a substitute for mid-day routes. These positions are bid. In order to qualify an employee must hold a regular morning and afternoon route. These positions are considered regularly scheduled mid-day routes.

Regular Noon Run Driver - Employed two (2) or more hours between the morning run and the afternoon run to drive a regularly scheduled mid-day route. These positions are bid. In order to qualify, an employee must hold a regular morning and afternoon route. Learning Enrichment runs are in this category.

Full-Time Floater - A bid position and employed for at least 2.5 hours during the morning run and at least 2 and 3/4 hours during the afternoon run and is the same as a regular bid route. These positions are bid and are considered regular routes.

Late Run Driver - Employed two (2) or more hours to drive regularly scheduled late routes. These positions are bid. In order to qualify an employee must hold a regular morning and afternoon route.

Substitute - Employed less than twenty (20) hours per week on an on-call or part-time basis. These positions are not considered regular routes and the employee does not accrue seniority.

- II. When a regular route becomes available, whether it is a morning/afternoon route, a midday route, or a late route, the DISTRICT will post the open route for five (5) working days. If no currently licensed driver, who is available within five (5) working days of the bid award, bids on the route in writing, the DISTRICT will select the regular floater with the least seniority for

that route. No routes becoming available in the last six weeks of the school year will be posted.

- III. If a regular run driver's route is abolished, and there are no similar routes to assign her/him to, the following procedure will apply:
 - A. The driver will retain "regular run" classification and initially be assigned "floater" duties with identical work hours.
 - B. The driver may "bump" a lower seniority regular run driver with equal or lesser hours, or
 - C. The driver may exercise a one-time choice, exempt from the bidding process, of any subsequently vacant regular run with equal or lesser hours. Driver choices will be awarded by seniority and this choice will not count as a bid.
 - D. Any "bumped" regular driver will follow the same procedure.
- IV. On August 15, known open routes will be posted. All new routes will be posted no later than ten (10) working days prior to the first employee meeting. Posting will remain open until the first employee meeting at which time any route bid on will be filled by the senior driver. Every effort will be made to give the driver bidding on more than one route preference according to his/her seniority.
- V. If a driver is awarded a different route, the vacated route will be posted in accordance with the applicable section, (II, IV, or VI). Drivers are permitted only two changes each of a regular route, mid-day route, and late route during any school year. If a driver bids on a combination or routes, (example: morning/afternoon and mid-day) and the driver is not awarded both or all routes, the driver may decline the awarded route or routes. In these cases the route or routes will be awarded to the next lower seniority bidder.
- VI. On the first day of school all unassigned routes will be posted including those vacated through the bidding procedure and these routes will remain for five (5) consecutive working days at which time the route will be awarded according to seniority and, where possible, driver preference.
- VII. When a route is posted, a copy of the route to be driven with stop times will be attached to the posting.
- VIII. No employee will be permitted to bid on routes which will regularly assign them more than eight (8) hours each day or forty (40) hours per week.
- IX. The DISTRICT will post, on the first day of school, a request for drivers who would like to substitute on late routes and also for drivers who are interested in field trips.
- X. Simultaneous awards will be permitted.

- XI. Drivers who have come back from a leave of absence will follow the bidding procedure in order to obtain a route except from a medical or FMLA leave of absence.
- XII. Drivers will expect to retain in September a similar route they occupied at the close of the previous school term. If this does not occur a driver would be permitted to exercise their rights as specified in Section III above.
- XIII. The bus runs for visually impaired students or handicapped students will not be bid and are exempt from the bidding procedures. The EMPLOYER will assign drivers to these runs and ensure all drivers assigned will receive proper training as determined by the DISTRICT.
- XIV. The Transportation Office will, to the best of its ability and in a timely manner, strive to maintain accurate and current run schedules.
- XV. The Transportation Office will post any vacancy in a permanent job assignment when it is known that the incumbent will be temporarily absent, for whatever reason, in excess of forty-five (45) working days. Only those drivers not currently holding a bid position will be eligible to bid on temporary vacancies.
- XVI. All drivers will have the option to drop added hours that have been assigned to their current position to pick up a "bid run". In addition, drivers will have the option to drop added hours that exceed five duty days.
- XVII. Openings within the garage maintenance mechanic job family only will be filled by seniority, providing the individuals who apply have the present skills and ability to do the job.
- XVIII. The DISTRICT and the UNION will partner to develop a transition plan to move all of these notifications to a website and email process before the expiration of this Agreement. This process will be inclusive of and available to all employees.
- XIX. When an employee holds a position that is regularly scheduled for less than 40 hours per week and accepts the offer of a second less than 40 hours per week position which is included in a different job family, such employee is subject to the sixty day probationary period provided in Article 20 for the second position. If such employee does not successfully complete the probationary period, s/he shall be removed from the second position, but such action will not affect her/his first position.

ARTICLE 9 - UNION IDENTIFICATION

No employee shall be prevented from wearing a pin or other identification identifying such employee's membership in the Union.

ARTICLE 10 - UNION PRIVILEGES

- I. The accredited representative of the UNION, including the local Union Representative, shall have access to the premises of the DISTRICT to conduct Union business with the following conditions:
 - A. Such business must be conducted with a driver or drivers at the conclusion of the regular bus run(s).
 - B. Such meetings may be held on DISTRICT premises in accordance with the requirements of the DISTRICT's Building Use Policy.
- II. The UNION may post notices, pamphlets and memorandums on boards in areas so designated by the DISTRICT, provided that such material is signed, dated and clearly identified as to the source. No such material shall be posted which is profane, obscene or defamatory to the DISTRICT or which constitutes election campaign material.
- III. The local UNION officers shall be permitted to use the inter-school mail system to distribute a reasonable amount of authorized material to building representatives within the DISTRICT. The material shall be identified as to the nature and source.
- IV. The DISTRICT agrees to provide office space for the UNION as soon as such space is available. At a minimum, office space will be available upon the completion of the High School building project.
- V. Release Time for Association Representatives
 - A. The President or other representatives of the UNION will be released with pay to attend hearings or proceedings involving the UNION and the DISTRICT. The UNION will submit requests for release time as far in advance as is feasible, specifying the meetings to be attended. The UNION shall be reasonable in requesting such absences and the DISTRICT shall be reasonable in approving such requests.
 - B. The President and representatives of the UNION shall use accrued vacation time, personal time, or take time off without pay to attend state meetings and conferences held by the UNION. The UNION will submit requests for release time as far in advance as is feasible.

ARTICLE 11 – BENEFITS

- I. Insurance Benefits
 - A. Medical Benefits
 1. All full-time employees are eligible to participate in a health insurance plan - employee monthly premiums are included in Appendix B.

2. Employees will continue with their selected insurance plan from July 1, 2022, through December 31, 2022. Effective January 1, 2023, employees can select either the PPO Plan or the Qualified High Deductible Health Plan (QHDHP). The summary of benefits for the PPO Plan and the QHDHP are located in Appendix C.
3. Employees may change plans during the open enrollment period each year or in the case of a qualifying event.
4. The employee monthly premium will be made via payroll deduction through a Section 125 Plan with pre-tax dollars.
5. Any employee eligible for health insurance who elects to waive coverage shall be entitled to payments of \$1,000 each in December and June of each year. In order to waive coverage, the employee must document medical insurance coverage through another entity. An employee who waives coverage may rejoin DISTRICT coverage during the annual open enrollment period or in the case of a qualifying event. No incentive will be provided to an employee who is covered as a dependent on another DISTRICT employee's insurance.
6. Spouses and domestic partners employed by another school district, intermediate unit, or vocational technical school; the Mount Nittany Medical Center/Physicians' Group and other, similar medical facilities/groups; an institution of higher education; a federal/state/local government and/or its respective agencies; or Wegmans who are eligible for health insurance coverage through their employer will be eligible for coverage under the District's health insurance only if the employee pays the full premium cost differential for such spouse/domestic partner. Dependents employed by another school district, intermediate unit, or vocational technical school; the Mount Nittany Medical Center/Physicians' Group and other, similar medical facilities/groups; an institution of higher education; a federal/state/local government and/or its respective agencies; or Wegmans who are eligible for health insurance coverage through their employer will be eligible for coverage under the District's health insurance only if the employee pays an additional \$100 per month for such dependent.
7. Employees whose spouse or domestic partner is also a DISTRICT employee who is eligible for health insurance will be provided health insurance in the most economical way for the District.
8. Health Savings Account
Employees selecting the QHDHP shall have access to an associated Health Savings Account. Both the employee and the DISTRICT may make contributions to the Health Savings Account. DISTRICT contributions for July 1, 2022 through June 30, 2027 shall be:
 - \$750 for individual coverage, \$1,500 for all other coverages

- 67% of this amount to be added to the Health Savings Account on January 1 and 33% added on September 1 in each year.

Those employees who are enrolled in Medicare and elect to enroll in the QHDHP will receive from the DISTRICT an amount equivalent to the HSA contributions referenced above. The applicable amount shall be added to the employee's paycheck on the pay date next following January 1 or September 1.

B. Dental Insurance

All full-time employees of the bargaining unit are eligible to participate in the new dental plan (e.g., diagnostic and preventative services are exempt from both the deductible and the annual \$1000 coverage) as described in Appendix D. Full-time employees may elect to include eligible dependents with sixty-six percent (66%) of the premium costs paid by the EMPLOYER. The DISTRICT will pay fifty percent (50%) of the premium costs for employee-only coverage for part-time employees.

If an employee's spouse has dental insurance available at his or her place of employment, the use of the DISTRICT's dental insurance by such spouse and the family will be subject to the spouse's participation in the spouse's dental plan and coordination of benefits.

C. Life Insurance

The EMPLOYER agrees to provide group term life insurance for each full-time employee for the bargaining unit, coverage to be in the amount of \$40,000. Each member of the bargaining unit shall have the option to purchase an additional \$40,000 at their expense through payroll deduction, the premium amount determined according to age.

D. Disability Income Insurance

The EMPLOYER agrees to provide each full-time employee with a disability income insurance plan to provide benefits up to 60% of the employee's gross income per month, not to exceed \$1,000 per month, for a period of two years in the event of illness or injury beginning on the 31st day of disability. The disability income will be offset by benefits received from sick leave benefits, workers' compensation insurance, social security disability, or disability income from the Public School Employees' Retirement System (PSERS).

E. Vision Care Insurance

The DISTRICT will pay the Union Health and Welfare Fund for vision care insurance for all enrolled members of the bargaining unit.

F. Part-time Employee

Any part-time employee who enrolls into the program will pay 100% of the cost of group rates for these benefits.

- II. Public School Employees Retirement System (PSERS)
The DISTRICT participates in the Public School Employees Retirement System. PSERS sets forth all regulations pertaining to this program.

ARTICLE 12 - SHORT-TERM PAID LEAVES OF ABSENCE

- I. Personal Illness
- A. Accrual
1. In any school year, each full-time employee earns on a monthly basis 1.33 days of sick leave per month of service per year.
 2. In any school year, each part-time employee earns sick leave on a monthly basis as follows:
 - First through 3rd year of employment: 0.67 days per month of service per year.
 - Upon completion of the 3rd year of employment: 1.11 days per month of service per year.
 3. Any unused sick leave shall be cumulative from year-to-year without limitation. Employees can access their sick day balances online.
- B. Care for Ill Immediate Family
Full-time employees are permitted to use up to 5 sick days per year to care for an ill immediate family member. Part-time employees are permitted to use up to 2 sick days per year to care for an ill immediate family member.
- C. Employees must notify the Transportation Office of their absence at least forty-five (45) minutes before their route or shift begins.
- D. Personal sick leave will not be granted to employees injured while employed by another employer.
- E. Supervisors have the right to verify the reported sickness of an employee.
- F. The EMPLOYER may require a doctor's certificate for an absence of three days or more. A doctor's certificate may be required if the EMPLOYER has reason to believe the employee is abusing the sick leave. Except, however, that physician's certification shall not be requested for absences related to a documented Family and Medical Leave Act (FMLA) condition.
- G. A retirement benefit will be paid for accrued but unused sick leave days for those full-time employees retiring from the DISTRICT who:
1. Terminated service by meeting the requirements of the School Code; and

2. Had a minimum of ten (10) years continuous service with the State College Area School DISTRICT, and
3. Completed thirty-five (35) years or more of credited service in the PSERS, regardless of age, or
4. Completed thirty (30) years or more of credited service in the PSERS at age 60, or
5. Completed twenty-five (25) years or more of credited service in the PSERS and qualified for a withdrawal (early) retirement, or
6. Completed twenty (20) years of service in the State College Area School DISTRICT and is at least age 55, or
7. Is disabled, completed at least ten (10) years of service, and is qualified for disability allowance under the PSERS.

The dollar benefit paid will be \$35.00 per day for each day of unused sick leave. The maximum days of sick leave paid shall not exceed the employee's work year, for example:

180 day employee	180 days maximum
200 day employee	200 days maximum
260 day employee	260 days maximum

II. Bereavement

- A. Full-time employees shall be eligible for up to five (5) days each occurrence to be used within two months of the date of death, provided such an amount of leave is required. Immediate family shall be defined as wife, husband, domestic partner, parents (including step or foster parents), sister, brother, daughter, son, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

In addition, one day shall be granted for attendance at the funeral of a close friend or other relative.

- B. Part-time employees shall be eligible for up to four (4) days each occurrence to be used within two months of the date of death, provided such an amount of leave is required. Immediate family shall be defined as wife, husband, domestic partner, parents (including step or foster parents), sister, brother, daughter, son, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

III. Jury Duty

Each employee will be compensated on the basis of regular pay minus jury duty compensation.

IV. Legal Absence

If a full-time employee is required to appear in a legal proceeding arising out of his/her employment in the DISTRICT, other than as a defendant in a criminal proceeding, such employee will be given necessary time off with pay.

V. Personal Leave

A. Each full-time employee will be granted personal leave as follows:

- First three years of service - two days per year
- Fourth year of service or more - three days per year

B. Each part-time employee will be granted one (1) day per year.

C. Full-time employees may accumulate up to a total of 5 personal days; part-time employees may accumulate up to a total of 3 personal days. If on July 1 of any year the accumulated unused personal days, with the new year's days added, exceed five, the excess number of days will be transferred to the employee's sick leave accumulation.

D. The request for personal leave must be made in accordance with the applicable Director's procedure.

VI. Vacation

The DISTRICT will provide the following vacation days on a monthly basis for employees employed full-time for a 12-month period:

First three years	12 days per year
Fourth through eighth years	15 days per year
Ninth through 19 years	20 days per year
Twenty years or more	22 days per year

No employee will be able to accumulate more than twice his/her annual accrual rate.

Request for vacation shall be submitted in writing to the Director of Transportation, at least five working days in advance of the vacation.

Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of people on vacation at the same time, the employee with the greatest seniority shall be given a choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be the first two weeks of November for vacations from January 1 to June 30 of the following year and the first two weeks of April for vacations from July 1 to December 31. Requests for vacation outside of the selection period will be based upon the request submission date.

Vacation shall be granted at the employee's request where convenient with the EMPLOYER's schedule; however, if it is necessary to limit the number of employees off at a given time the employees who are most senior shall be given preference.

All employees accruing vacation time will be paid for accrued but unused vacation at termination in an amount not to exceed the equivalent of one year's accrual. Employees whose vacation balance exceeds the equivalent of one year's accrual will be permitted to use the remaining days as vacation time prior to retirement/resignation, provided the employee gives the District sufficient notice.

VII. The DISTRICT and the UNION will partner to develop a transition plan to move access to and management of all paid time off balances to a website process before the expiration of this Agreement. This process will be inclusive of and available to all employees.

ARTICLE 13 - EXTENDED OR UNPAID LEAVES OF ABSENCE

I. Induction Into the Armed Forces

The provisions of federal and state laws regarding leaves and rights retained by persons on leave for military services apply to all members of the bargaining unit. Any member of the bargaining unit desiring to return to the DISTRICT prior to the originally designated approved date shall submit a request in writing at least sixty (60) days prior to the requested return date. This request is not to be interpreted as an automatic approval.

II. Family and Medical Leave Act

For purposes of the Family and Medical Leave Act (FMLA), an eligible employee is any employee who has worked for the DISTRICT for at least 12 months, and who has worked at least 1,250 hours within the 12-month period immediately prior to the absence.

A qualifying employee is eligible during any fiscal year for a total of either 12 or 26 work weeks (depending on the reason for the absence) of unpaid FMLA leave. As outlined in this contract, the DISTRICT provides additional leave time in some situations. FMLA leave may be for one or more of the following:

- the birth of an employee's child, including prenatal doctor visits as well as caring for the newborn child;
- the placement of a child with the employee for adoption or foster care;
- the care for a seriously ill child, spouse, or parent of the employee;
- the employee's own serious illness which causes the employee to be unable to perform the functions of her/his position;
- a qualifying military exigency or the care of a covered service member injured in the line of duty.

Absences may be of an ongoing nature or, when medically necessary, may be taken as an intermittent leave or on a reduced leave schedule. Whenever possible, the employee shall

make a reasonable effort to schedule any medical treatment visits so as not to unduly disrupt operations.

An employee who is absent under the provisions of the FMLA must record the absence as such.

III. Childbearing Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and are covered by FMLA for eligible employees. While on childbearing leave, the employee will be entitled to use available sick leave and disability benefits during the time she is disabled and unable to work. All available sick leave must be used before becoming eligible for income protection benefits (when applicable). Normally, the disability period for childbearing is six (6) weeks following delivery. Should disability extend beyond six weeks, an FMLA form indicating the anticipated length of disability and expected date of return to work must be submitted to the Director of Human Resources. The request for such leave must be discussed with the supervisor and the Director of Human Resources in advance of the leave. Placement upon return will be in the same or substantially equivalent position as the one held prior to the leave.

IV. Child Rearing Leave

Request for child rearing leave shall be made in writing to the Director of Human Resources at least thirty (30) days in advance of the date the leave is to begin. Employees shall be granted up to six (6) months for child rearing leave. During such leave, the employee uses all available vacation and personal time prior to being placed on a leave without pay. After all time covered by FMLA has been used, the employee may elect to continue all benefits in which enrolled by paying the full cost. The request for such leave must be discussed with the supervisor and the Director of Human Resources in advance. Employees on child rearing leave are required to submit to the Director of Human Resources notification of intent to return at least thirty (30) days prior to expiration of leave. Placement upon return will be in the same or substantially equivalent position as the one held prior to the leave. All benefits for which the employee qualifies will be reinstated.

V. Extended Leave For Illness Or Injury

The DISTRICT may grant a leave of absence without pay due to illness or injury for up to two years for any employee whose accumulated sick leave runs out and who provides medical documentation stating the cause of disability, the beginning of the disability period, the length of the disability and the expected date the employee could return to work. Such leave may be covered by FMLA for eligible employees. Employees on approved extended leaves without pay may continue all insurance coverages in which they are enrolled by remitting the cost for such coverages to the Human Resources Office on a monthly basis. This provision does not diminish or otherwise modify the right of eligible full-time employees to receive income protection payments as provided under Article 11, Section I, D.

VI. Return to Work

When an employee who is on an approved leave of absence without pay for any reason, excluding extended illness or injury, is ready to return to duty, he/she shall be given the next available assignment in the class of positions for which he/she is qualified. Failure to notify the Director of Transportation of intent to return three weeks prior to the end of the leave shall terminate the employee's right to return. Employees who request leave without pay status due to the unforeseen rescheduling of their daily assignment by the DISTRICT will not be held accountable for that time with respect to maintaining their annual bid (for example, school delays, early dismissal, etc.).

If the leave without pay is for extended illness or injury (defined as illness or injury verified by a doctor's certificate) that extends beyond the employee's available paid sick leave, such employee will again be assigned the same route held prior to the leave. If the route has been abolished, the employee will be assigned the next available route.

VII. Employees on an approved leave of absence without pay shall not be entitled to paid holidays, to accrue or use vacation or sick leave, or, except for illness or injury, to have medical benefits paid by the EMPLOYER. However, an employee may continue any and all of the health, dental or life insurance coverages by notifying the EMPLOYER of his/her wish to have benefits continue and by paying the full monthly cost of the premiums to the Employer preceding the beginning of the month of coverage.

VIII. When an employee returns from leave without pay and is restored to a position, all benefits of seniority and fringe benefits shall be stored in the amounts possessed at the beginning of the leave without pay, without deduction or increase.

ARTICLE 14 - HOLIDAYS

- I. The DISTRICT will provide the following holidays for employees employed full-time for a 12-month period:
 - January 1 (New Year's Day)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day (plus 1 day)
 - Christmas Day (plus 2 days)
- II. The DISTRICT will provide Thanksgiving Day and Christmas Day as paid holidays for full-time and part-time Food Service employees who are employed for less than 12 months.
- III. If an employee works on a holiday, s/he will be compensated for the holiday plus double time for all hours worked.

IV. If a holiday listed above occurs on a Saturday or Sunday, the DISTRICT and UNION will mutually determine what day will be designated as that holiday.

ARTICLE 15 - SICK DAY DONATION PROGRAM

In the event an employee who is eligible to accrue sick days is ill or injured and needs to be absent from work for a prolonged period of time, Articles 12 and 13 outline procedures for the use of applicable accrued paid time off and additional time off without pay. In the event that an employee exhausts all of her/his applicable paid time off, this program provides the opportunity for co-workers to donate some of their accrued sick days in order to provide additional paid time off to the absent employee.

Procedure

1. When an employee is absent and about to exhaust all applicable paid time off, the employee or the employee's supervisor will contact the Human Resources office advising of the need for donation.
2. After consulting with the employee, if the absent employee wishes to participate in the donation program, Human Resources will send a message to the members of the AFSCME bargaining unit.
3. All donating employees will remain anonymous.
4. The absent employee will be compensated at her/his regular rate of pay.
5. Donating employees must maintain at least 30 sick days after donation.
6. Normally, employees can donate a day at a time, up to five in each school year.
7. Employees who wish to donate will follow the instructions as outlined by Human Resources. Human Resources will notify the donor when her/his donated time has been deducted from their accrued leave.
8. Donated days will be used in the order in which they were received.
9. The absent employee may use the donated time until the disability period ends or disability insurance eligibility begins, whichever occurs first.
10. The absent employee may return with a balance of one sick day per month for the remainder of the school year from the date of return, up to 10 donated sick days.
11. The DISTRICT and the UNION agree to meet as needed to review and revise this procedure.

ARTICLE 16 - UNIFORMS

Mechanics and Maintenance personnel will receive the following issued clothing:

1. Eleven (11) complete uniforms to include shirts and pants.
2. Two (2) coveralls and two (2) jackets.

Upon completion of the probationary period, Mechanics and Maintenance personnel will be reimbursed up to \$200 for one pair of steel-toe shoes per fiscal year. Steel-toe shoes are required to be worn during work hours. In order to receive this reimbursement, the employee must provide a receipt.

Upon completion of the probationary period, Bus Drivers will be paid a stipend of \$92 every three years for one pair of waterproof boots. Boots will be required to be worn when working outside. While driving, Bus Drivers will be required to wear shoes with a closed toe and have a non-skid sole.

ARTICLE 17 - PROCEDURES FOR DISCHARGE, REDUCTION OR DISCIPLINE

No employee shall be discharged, reduced in rank or compensation, except for incompetence, intemperance, neglect of duty, violation of the School Laws of Pennsylvania, or reasonable regulations of the EMPLOYER, or for other just cause. Due notice of such reason or reasons shall be given to the employee and to the UNION representative in writing, and any such action asserted by the EMPLOYER or any agent or representative thereof shall be subject to the grievance procedure herein set forth provided that either party shall have the right of appeal to court from the final decision under the grievance procedure. As provided in Article 7, this provision does not apply to probationary employees.

The EMPLOYER will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and/or in the presence of other employees takes place, the EMPLOYER shall not be restricted by the operation of this section.

ARTICLE 18 - USE OF SCHOOL BUILDINGS

The UNION shall have the right to use school buildings in accordance with the DISTRICT's Building Use Policy.

ARTICLE 19 - GENERAL PROVISIONS

- I. Employees who are required to use their personal automobiles for authorized DISTRICT business will be reimbursed at the rate established for all employees of the DISTRICT by the Board of School Directors for such travel. Requests for such compensation must be submitted monthly to the applicable Director on appropriate travel allowance forms.
- II. In the event that any part-time employee is awarded a full-time position with the DISTRICT, the employee shall be required to relinquish the part-time position and shall not be permitted to hold any other part-time position while employed full-time. The scheduling of any non-substitute part-time custodial employees more than sixty (60) hours in any three consecutive pay periods will result in a full-time position being posted for bid/hire. Exceptions to this will be handled in a meet and discuss format between the DISTRICT and UNION.

III. All full-time employees will have access to the Community Education Program. Individuals may be reimbursed the tuition fees of courses requested, providing the following criteria is met and prior approval is granted:

- Courses must be related to current job.
- A passing grade must be achieved.

IV. No Discrimination

Both the DISTRICT and the UNION agree not to discriminate against any employees on the basis of race, creed, color, national origin, political affiliation, age, sex, marital status, nonjob related handicap or disability, or the proper exercise by an employee of his/her rights guaranteed by ACT 195.

V. Run Times and Sheets

A. All run times must be accurately posted on time sheets. Any changes or corrections made on a timesheet must be brought to the driver's attention prior to submission. False reports by the driver may be subject to disciplinary action if warranted.

B. All run sheets will be kept updated and current at all times. It will be the responsibility of the EMPLOYER to keep all run sheets updated and current.

C. Where time is not a factor, all field trips will be offered to regular run or bid position drivers prior to the trip being contracted out, in accordance with procedures established in Article 20, Section 2.

VI. Emergency Situations

During emergency situations (snow, flood, any situation that is unsafe for students to be present, etc.) all 12-month employees will be considered essential employees. In these situations, as well as any time school is canceled, essential employees who work will be compensated for their hours in accordance with Article 20. If, however, all DISTRICT offices are closed and twelve-month employees are compensated for those hours lost, 12-month Transportation employees will be compensated for the same hours. Any hours actually worked will be additionally compensated at one and one half times the normal hourly wage rate. Should any building dismiss early or be closed as a result of an emergency situation, those employees who are not considered essential for that emergency situation will be assigned elsewhere in the DISTRICT or be permitted to substitute accrued vacation or personal time to remain in a compensatory status for all hours missed.

VII. Employees who miss their morning, noon, afternoon or late run assignment due to unexpected school schedule changes will be compensated at their regular hourly rate of pay for all hours missed unless these runs will be made up at a later date.

VIII. Management may adjust assigned work hours to accommodate the schedule and work changes resulting from a delayed start to the school day or an early dismissal. Two-hour delay schedules will be communicated to staff no later than October 15 of each year.

In the event an employee reports to work and finds no work available, the employee will be paid for two hours on a straight time basis. However, s/he will not be paid if:

- A. the employee has been informed at least one hour in advance not to report for work by telephone, by personal contact, by a letter addressed to her/his last home address as provided by the employee, or by other predetermined means; or
- B. the employee turns down suitable alternate work that is offered.

IX. The Employer agrees that if meals are not provided to drivers while on a field trip out of the State College area, then the employee shall be reimbursed at a rate as indicated below:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$26.00

Breakfast will be reimbursed only if the driver was required to be out of town the previous evening on a DISTRICT assigned duty, and the trip continues beyond 6:00 a.m. the next day. In order to be eligible for reimbursement, the meal must have been eaten while on a field trip, and the passengers were scheduled for a meal stop, or the driver was required to drive during a normal mealtime and the meal was eaten during the waiting time period. Snacks are not reimbursable. An official restaurant receipt must be provided for each meal or an itemized store receipt for the date of the field trip.

X. Mechanics, holding a current PA inspection license, receive \$200 in their November 30 pay for successfully renewing their inspection license.

ARTICLE 20 - WORKING HOURS AND CONDITIONS

I. Probationary Period

A newly hired employee shall be considered a probationary employee for a period of sixty (60) days actually worked following the first day of employment. Upon completion of the said sixty (60) day period, such probationary employees shall be considered as an employee. During the probationary period, such employees cannot use the grievance procedure. Employment may be terminated for any probationary employee for any reason at any time during the probationary period.

II. Hours of Work

- A. A work week shall consist of the days Monday through Sunday.
- B. Whenever possible, the work year shall consist of 180 days.
- C. Summer bus routes, to include summer Hearts and Strides, will be posted for bid and awarded by seniority. Drivers will be paid their regular hourly rate.

- D. In the event the District is closed due to weather and classes are held virtually, all employees who were scheduled to work that day but have no work available will be scheduled to make up that day later in the school year. If the employee prefers, then the time can be made up one or two weeks after the last day of school at a day/time acceptable to the supervisor.

III. Extra Hours - All Types

A. Definition

Extra hours will include any hours during the school year beyond the bid runs or shifts as posted and awarded. This may include, but will not be limited to, noon run or late run substitutes (except noon run floaters), shuttles, field trips. Handicapped runs exempted from the bidding procedure will be considered the same as if they were bid runs. Visual impaired runs exempted from the bidding procedure will be considered the same as if they were bid runs. All drivers assigned will receive proper training as determined by the District.

- B. All extra hours will be on a voluntary basis within job classification (driver or shop) and an extra hours report shall be maintained for all active employees and updated each pay period for the purpose of rotation. All extra bus trips will be on a voluntary basis and a list of eligible drivers shall be established for the purpose of rotation. To be eligible, a driver must hold a regular run for 60 days and currently hold a regular run. If no volunteers are available, the run shall be assigned to the least senior qualified driver.
- C. All extra hours beyond the bid runs (field trips, swimming trips, etc.) will be distributed approximately equally among those bus drivers on the volunteer list. Volunteers will be eligible for all field trips. There will be no separation between in town and out of town trips.
- D. Any bus driver refusing extra assignments will be credited with those number of hours actually worked for the purpose of equalization. For equalization purposes, the employer will attempt to insure the difference in hours from the most hours worked to the least hours worked will not exceed ten (10) hours.
- E. Bus drivers not on the voluntary list will only be considered if the voluntary list is exhausted.
- F. Where time and regular run staffing are not a factor, all field trips will be offered to regular run or bid position drivers prior to the trip being subcontracted out, in accordance to procedures established in this Article.
- G. The UNION will receive a copy of all regularly scheduled field trips contracted out no later than forty-eight (48) hours prior to the actual event.

- IV. On snow or emergency days, drivers will receive notification of school cancellation or delay by telephone or by public radio broadcasts as soon as possible.
- V. Drivers will be notified of proper procedure for calling off in the event they are unable to report to work for any reason.

VI. Overtime

- A. An employee shall be paid one and one-half times his/her straight time hourly rate of pay for all hours actually worked in excess of forty (40) hours during a work week. There shall be no pyramiding or duplication of overtime or holiday premium pay.
- B. Overtime is to be distributed as equally as possible by job family and work location over a twelve month period July 1 to June 30. When an overtime opportunity occurs, volunteers will be sought beginning with the most senior employee within the job family at the work location, on a rotating basis. Any employee refusing overtime shall be credited the number of hours worked by another individual for equalization purposes. The EMPLOYER will keep records of such overtime for equalization purposes.
- C. In the event employees are not available, such work will be assigned on a non-volunteer basis beginning with the least senior employee within the job family on a rotating basis. The EMPLOYER will be required to keep records of such overtime assignments.
- D. Where feasible, the same employee should not be required to work two consecutive days of mandatory overtime.

- VII. The EMPLOYER will pay the difference in the cost between a regular driver's license and the required Commercial Driver's License (CDL).

VIII. Working Conditions

- A. The DISTRICT will compensate employees at their regular hourly rate or overtime rate as applicable for all time required to take refresher courses needed in the course of employment or for any required safety meetings that are held outside the normal work hours.
- B. The DISTRICT will pay for the required physical and/or X-rays needed in the course of employment. The DISTRICT will designate its physician.
- C. Employees' pay will be made via direct deposit to a bank/credit union account. If an employee does not have a bank/credit union account, the DISTRICT will assist the employee in obtaining such an account. If following this assistance, the employee is unable to establish an account; the DISTRICT will continue to issue a paycheck to the employee.

ARTICLE 21 - LAYOFF/RECALL

- I. When, in the sole opinion of the DISTRICT, it is necessary to reduce the working force of the DISTRICT, temporary employees in each job shall be laid off first. Employees who have not completed their probationary period in each job family shall be laid off next before any permanent employees are laid off. If a further need to reduce the workforce exists, employees shall be laid off in an inverse order of seniority, according to the job family.
- II. Employees shall be given a minimum of two (2) weeks advance written notice of layoff indicating the reasons which make the layoff necessary.
- III. Employees shall be laid off in inverse order of their seniority according to their job title.
- IV. An employee who loses his/her position because of the abolishment of said position shall have the right to apply for and shall be eligible, in accordance with the seniority provisions to claim the job of the least senior employee within his/her classification, provided the senior employee has the qualifications, skills and ability to do the job. An employee scheduled for layoff may decide to accept the layoff and waive his/her right to bump a less senior employee in another job family for whose job they are qualified. No part-time employee may bump a full-time employee from a position even though the full-time employee may have less seniority. Full-time employees, however, may bump part-time employees with less seniority.
- V. Ties in seniority for all purposes shall be broken by the drawing of lots.
- VI. Employees shall be recalled in the order of seniority and job family on the basis of need as solely determined by the DISTRICT to positions for which they are qualified. It is understood that an employee may be in a lay off status from their job title but not be unemployed within the school DISTRICT. Any employee who is laid off in excess of twenty-four (24) months shall lose his/her right to recall under the provisions of this Article. If a position becomes available during a time when employees have been laid off within the past 2 years, the most senior employee within that job description shall be recalled into the open position. If a position becomes available and no employees within that job description have been laid off during the past 2 years, and other employees with the Physical Plant department that have been laid off within the past 2 years, and meet the requirements of the job description, the most senior employee meeting the qualifications shall have the option of being recalled into the open position.
- VII. The EMPLOYER shall recall a laid off employee when an opening occurs; however, if such employee refuses the open job then such employee shall be removed from the recall list.
- VIII. In the event that an employee is laid off, the employee shall, upon request, receive payment for earned unused vacation leave.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on June 6, 2022.

STATE COLLEGE AREA SCHOOL DISTRICT (SCASD)

Amber Conception
SCASD Board President

06-06-2022
Date

Bryn Bessler
SCASD Board Secretary

06-06-2022
Date

AFSCME DISTRICT COUNCIL 83, LOCAL 259

Sequan McCall
Director

7/27/22
Date

David D. Carey
Staff Representative

7-12-2022
Date

James W. Fogler
President

6/8/22
Date

APPENDIX A - WAGE RATE SCHEDULE

Annual Hourly Rate Increase

July 2022	July 2023	July 2024	July 2025	July 2026
\$.95	\$.80	\$.70	\$.70	\$.70

Wage Rate Schedule

Transportation Title	Year 1 Rate	Year 2 Rate	Job Rate
Bus Driver <i>(includes an extra \$0.30/hour)</i>			
July 2022	\$19.30	\$19.65	\$20.15
July 2023	\$20.40	\$20.75	\$21.25
July 2024	\$21.40	\$21.75	\$22.25
July 2025	\$22.40	\$22.75	\$23.25
July 2026	\$23.40	\$23.75	\$24.25
Assistant Bus Mechanic			
July 2022	\$18.09	\$18.44	\$18.94
July 2023	\$18.89	\$19.24	\$19.74
July 2024	\$19.59	\$19.94	\$20.44
July 2025	\$20.29	\$20.64	\$21.14
July 2026	\$20.99	\$21.34	\$21.84
Bus Mechanic			
July 2022	\$21.50	\$21.85	\$22.35
July 2023	\$22.30	\$22.65	\$23.15
July 2024	\$23.00	\$23.35	\$23.85
July 2025	\$23.70	\$24.05	\$24.55
July 2026	\$24.40	\$24.75	\$25.25

APPENDIX B – EMPLOYEE MEDICAL INSURANCE PREMIUMS

	July 1 - December 31, 2022	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027 thru June 30, 2027
PPO						
Individual	\$103.00	\$101.00	\$112.00	\$125.00	\$139.00	\$139.00
P/Child(ren)	\$186.00	\$247.00	\$281.00	\$319.00	\$361.00	\$369.00
E/S	\$226.00	\$271.00	\$307.00	\$349.00	\$396.00	\$404.00
Family	\$226.00	\$283.00	\$321.00	\$365.00	\$414.00	\$422.00

	July 1 - December 31, 2022	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027 thru June 30, 2027
HDHP						
Individual	\$24.00	\$27.00	\$30.00	\$33.00	\$37.00	\$41.00
P/Child(ren)	\$52.00	\$79.00	\$94.00	\$104.00	\$115.00	\$128.00
E/S	\$81.00	\$87.00	\$102.00	\$114.00	\$126.00	\$140.00
Family	\$81.00	\$91.00	\$107.00	\$119.00	\$132.00	\$146.00

APPENDIX C – MEDICAL INSURANCE PLAN SUMMARY - PPO

State College Area School District - PPO Benefit Summary

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	Network	Out-of-Network
General Provisions		
Benefit Period(1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$350	\$700
Family	\$700	\$1,400
Plan Pays – payment based on the plan allowance	90% after deductible	70% after deductible
Out-of-Pocket Limit (Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	\$1,250	\$2,500
Family	\$2,500	\$5,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only)(2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$6,850	Not Applicable
Family	\$13,700	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$25 copay	70% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$25 copay	70% after deductible
Specialist Office & Virtual Visits	100% after \$25 copay	70% after deductible
Virtual Visit Originating Site Fee	90% after deductible	70% after deductible
Urgent Care Center Visits	100% after \$50 copay	
Telemedicine Services(3)	100% after \$20 copay	
Preventive Care(4)		
Routine Adult physical exams	100% (deductible does not apply)	70% after deductible
Adult immunizations	100% (deductible does not apply)	70% after deductible
Colorectal cancer screening	100% (deductible does not apply)	70% after deductible
Routine gynecological exams, including a Pap Test	100% (deductible does not apply)	70% (deductible does not apply)
Mammograms, annual routine	100% (deductible does not apply)	70% after deductible
Mammograms, medically necessary	100% (deductible does not apply)	70% after deductible
Diagnostic services and procedures	100% (deductible does not apply)	70% after deductible
Routine Pediatric physical exams	100% (deductible does not apply)	70% after deductible

Pediatric immunizations	100% (deductible does not apply)	70% (deductible does not apply)
Diagnostic services and procedures	100% (deductible does not apply)	70% after deductible
Emergency Services		
Emergency Room Services	100% after \$100 copay (waived if admitted)	
Ambulance	90% after network deductible	
Ambulance – Non-Emergency	90% after deductible	70% after deductible
Hospital and Medical/Surgical Expenses (including maternity)		
Hospital Inpatient	90% after deductible	70% after deductible
Hospital Outpatient	90% after deductible	70% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	90% after deductible	70% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	90% after deductible	70% after deductible
Therapy and Rehabilitation Services		
Physical Medicine	100% after \$25 copay	70% after deductible
	Limit: 30 visits/benefit period	
Respiratory Therapy	90% after deductible	70% after deductible
Speech & Occupational Therapy	100% after \$25 copay	70% after deductible
	Limit: 30 visits per therapy/benefit period	
Spinal Manipulations	100% after \$25 copay	70% after deductible
	Limit: 20 visits/benefit period	
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	90% after deductible	70% after deductible
Benefit	Network	Out-of-Network
Benefit	Network	Out-of-Network
Mental Health/Substance Abuse		
Inpatient	90% after deductible	70% after deductible
Inpatient Detoxification/Rehabilitation	90% after deductible	70% after deductible
Outpatient Mental Health (includes virtual behavioral health visits)	100% after \$25 copay	70% after deductible
Outpatient Substance Abuse (includes virtual behavioral health visits)	90% after deductible	70% after deductible
Other Services		
Allergy Extracts and Injections	90% after deductible	70% after deductible
Autism Spectrum Disorder including Applied Behavior Analysis(5)	90% after deductible	70% after deductible
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	Not Covered	Not Covered
Diagnostic Services Advanced Imaging (MRI, CAT, PET scan, etc.)	90% after deductible	70% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	90% after deductible	70% after deductible

Durable Medical Equipment, Orthotics and Prosthetics	90% after deductible	70% after deductible
Home Health Care	90% after deductible	70% after deductible
	Limit: 90 visits/benefit period	
Hospice	90% after deductible	70% after deductible
Infertility Counseling, Testing and Treatment(6)	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
	Limit: 240 hours/benefit period	
Skilled Nursing Facility Care	90% after deductible	70% after deductible
	Limit: 100 days/benefit period	
Transplant Services	90% after deductible	70% after deductible
Precertification Requirements(7)	Yes	
Prescription Drugs		
Prescription Drug Deductible Individual Family	None None	
Prescription Drug Program(8) Soft Mandatory Generic Defined by the National Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered. Your plan uses the Comprehensive Formulary with an Incentive Benefit Design.	Retail Drugs (31/60/90-day Supply) 85% Generic Plan Payment 75% Brand Formulary Plan Payment 70% Brand Non-Formulary Plan Payment Maintenance Drugs through Mail Order (90-day Supply) \$10 generic copay \$30 formulary brand copay \$50 non-formulary brand copay	
Specialty Pharmacy (30 day supply)	\$3 Generic Copay \$10 Brand Formulary Copay \$16 Brand Non-Formulary Copay	

- (1) Your group's benefit period is based on a Calendar Year.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government, TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense. Effective with plan years beginning on or after January 1, 2016, the TMOOP cannot exceed \$6,850 for an individual and \$13,700 for two or more persons.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral health visits provided by a Highmark approved telemedicine provider are eligible under Outpatient Mental Health/Substance Abuse benefit.
- (4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply). Gender, age and frequency limits may apply.
- (5) Coverage for eligible members to age 21. Services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.
- (6) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (7) Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (8) The formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copay or coinsurance amounts listed above. Under the soft mandatory generic provision, you are responsible for the payment differential when a generic drug is authorized by your provider and you purchase a brand name drug. Your payment is the price difference between the brand name drug and generic drug in addition to the brand name drug copay or coinsurance amounts, which may apply.

APPENDIX C – MEDICAL INSURANCE PLAN SUMMARY - QHDHP

State College Area School District - QHDHP Benefit Summary

This program is a qualified high deductible plan as defined by the Internal Revenue Service. It is designed for use with a Health Savings Account (HSA). On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital. If you enroll as an individual, the deductible and out-of-pocket maximums for the "Employee Only Plan" apply. If you enroll as a family, the deductible and out-of-pocket maximums for the "Family Plan" apply and can be satisfied by one or more of your family members.

Benefit	Network	Out-of-Network
General Provisions		
Benefit Period(1)	Calendar Year	
Deductible (per benefit period)		
Employee Only Plan	\$1,500	\$3,000
Family Plan	\$3,000	\$6,000
Plan Pays – payment based on the plan allowance	100% after deductible	70% after deductible
Out-of-Pocket Limit (Includes prescription drug expenses, coinsurance and copay. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Employee Only Plan	\$1,500	\$3,000
Family Plan	\$3,000	\$6,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only)(2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Employee Only Plan	\$3,000	Not Applicable
Family Plan	\$6,000	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$25 copay after deductible	70% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$25 copay after deductible	70% after deductible
Specialist Office & Virtual Visits	100% after \$25 copay after deductible	70% after deductible
Virtual Visit Originating Site Fee	100% after deductible	70% after deductible
Urgent Care Center Visits	100% after \$50 copay after deductible	70% after deductible
Telemedicine Services(3)	100% after \$20 copay after deductible	
Preventive Care(4)		
Routine Adult physical exams	100% (deductible does not apply)	70% after deductible
Adult immunizations	100% (deductible does not apply)	70% after deductible
Colorectal cancer screening	100% (deductible does not apply)	70% after deductible
Routine gynecological exams, including a Pap Test	100% (deductible does not apply)	70% (deductible does not apply)
Mammograms, annual routine	100% (deductible does not apply)	70% after deductible
Mammograms, medically necessary	100% after deductible	70% after deductible
Diagnostic services and procedures	100% (deductible does not apply)	70% after deductible
Routine Pediatric physical exams	100% (deductible does not apply)	70% after deductible
Pediatric immunizations	100% (deductible does not apply)	70% (deductible does not apply)
Diagnostic services and procedures	100% (deductible does not apply)	70% after deductible

Hospital and Medical/Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	70% after deductible
Hospital Outpatient	100% after deductible	70% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	70% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	100% after deductible	70% after deductible
Emergency Services		
Emergency Room Services	100% after \$100 copay after network deductible (copay waived if admitted)	
Ambulance	100% after network deductible	
Ambulance – Non-Emergency	100% after deductible	70% after deductible
Therapy and Rehabilitation Services		
Physical Medicine	100% after \$25 copay after deductible	70% after deductible
----- Limit: 30 visits/benefit period		
Respiratory Therapy	100% after deductible	70% after deductible
Speech & Occupational Therapy	100% after \$25 copay after deductible	70% after deductible
----- Limit: 30 visits per therapy/benefit period		

Benefit	Network	Out-of-Network
Spinal Manipulations	100% after \$25 copay after deductible	70% after deductible
----- Limit: 20 visits/benefit period		
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	70% after deductible
Mental Health/Substance Abuse		
Inpatient	100% after deductible	70% after deductible
Inpatient Detoxification/Rehabilitation	100% after deductible	70% after deductible
Outpatient (includes virtual behavioral health visits)	100% after \$25 copay after deductible	70% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	70% after deductible
Autism Spectrum Disorder including Applied Behavior Analysis(5)	100% after deductible	70% after deductible
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	Not Covered	Not Covered
Diagnostic Services Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	70% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	70% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	70% after deductible
Home Health Care	100% after deductible	70% after deductible
----- Limit: 90 visits/benefit period		
Hospice	100% after deductible	70% after deductible
Infertility Counseling, Testing and Treatment(6)	100% after deductible	70% after deductible

Private Duty Nursing	100% after deductible	70% after deductible
Limit: 240 hours/benefit period		
Skilled Nursing Facility Care	100% after deductible	70% after deductible
Limit: 100 days/benefit period		
Transplant Services	100% after deductible	70% after deductible
Precertification Requirements(7)	YES	
Prescription Drugs		
Prescription Drug Deductible Individual Family	Integrated with medical deductible Integrated with medical deductible	
Prescription Drug Program(8) Soft Mandatory Generic Defined by the National Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered. Your plan uses the Comprehensive Formulary with an Incentive Benefit Design.	<p style="text-align: center;">Retail Drugs (31/60/90-day Supply)</p> <p style="text-align: center;">90% Generic Plan Payment after plan deductible 75% Brand Formulary Plan Payment after plan deductible 70% Brand Non-Formulary Plan Payment after plan deductible Maintenance Drugs through Mail Order (90-day Supply)</p> <p style="text-align: center;">\$10 Generic Copay after plan deductible \$30 Brand Formulary Copay after plan deductible \$50 Brand Non-Formulary Copay after plan deductible</p>	
Specialty Pharmacy (30 day supply)	<p style="text-align: center;">\$3 Generic Copay after plan deductible \$10 Brand Formulary Copay after plan deductible \$16 Brand Non-Formulary Copay after plan deductible</p>	

- (1) Your group's benefit period is based on a Calendar Year.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense. Effective with plan years beginning on or after January 1, 2016, the TMOOP cannot exceed \$6,550 for an individual and \$13,100 for two or more persons. In addition, new regulations for 2016 do not allow a member within a family plan to exceed \$6,850 in cost sharing.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral health visits provided by a Highmark approved telemedicine provider are eligible under Outpatient Mental Health/Substance Abuse benefit.
- (4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply). Gender, age and frequency limits may apply.
- (5) Coverage for eligible members to age 21. Services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.
- (6) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (7) Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (8) At a retail or mail order pharmacy, if your deductible has not been met, you pay the entire cost for your prescription drug at the discounted rate Highmark has negotiated. The amount you paid for your prescription will be applied to your deductible. If your deductible has been met, you will only pay any member responsibility based on the benefit level indicated above. You will pay this amount at the pharmacy when you have your prescription filled.

APPENDIX D DENTAL INSURANCE

A. The District will provide a dental benefit insurance policy to employees in a benefits-eligible position. Individual coverage is provided at no cost. Dependent coverage is available at an employee cost of thirty-four percent (34%) of the premium costs paid by the District.

1. Preventive Services

The plan will pay 100% for the following:

- oral examinations
- cleaning of teeth (twice per year)
- preventive x-rays
- fluoride treatment

There is no annual deductible for these services and the cost of these services is not applied to the annual \$1,000 maximum coverage limit.

2. General Services

The plan will pay 100% of the usual/customary charge for the following:

- treatment-related x-rays
- fillings
- anesthetics
- antibiotics
- extractions
- oral surgery
- endodontics
- periodontics
- space maintainers
- emergency office visits
- repair of prosthetic appliances
- major restorative (employees only)

The plan will pay 75% of the usual/customary charge for the following:

- major restorative services provided to dependents

An annual deductible of \$50 for in-network services/\$100 for out-of-network services is applied against the incurred covered general services expenses, as outlined above, for each employee/dependent.

The annual maximum payment for general services benefits is \$1,000.00 per employee/dependent.