



TYRONE
AREA SCHOOL DISTRICT
Soaring Forward to Explore, Challenge and Succeed

Labor Contract

between the

***Tyrone Area Education Support
Professionals
Association/PSEA/NEA***

and the

Tyrone Area School District

July 1, 2023 – June 30, 2027

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PREAMBLE

This Agreement entered into as of the first day of July, 2023, by and between the Board of School Directors of the Tyrone Area School District, hereinafter called the "Board", and the Tyrone Area Education Support Professionals Association/ESPA/PSEA/NEA, hereinafter called the "Association". It is the intent and purpose of the Association and the Board to promote the efficiency of the Tyrone Area School District however possible. In order to render the most efficient public service, the Association and the Board agree that these goals can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into the following collective bargaining agreement.

ARTICLE I RECOGNITION

- A. CERTIFICATION. The Board hereby recognizes the Association as the exclusive bargaining agent for all full-time and regular part-time employees in the bargaining unit certified by the Pennsylvania Labor Relations Board, PERA-R-08-12-W, dated the second day of April, 2008 for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.
- B. UNIT. In a subdivision of the employer unit comprised of all full-time and regular part-time nonprofessional employees, including but not limited to administrative assistants, clerical employees, paraprofessionals, food service employees, maintenance employees, custodial employees, groundskeepers and technical employees; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.
- C. EXCLUSIVITY. In recognition of the Association as the exclusive bargaining agent for members of the bargaining unit with respect to wages, hours, and other terms and conditions of employment, as set forth in this collective bargaining agreement, the employer agrees not to bargain with or enter into said agreements with individual members of the bargaining unit on matters covered by this agreement.
- D. PART-TIME EMPLOYEES. Regular part time employees shall be defined as those approved by the school board for continuous employment and not merely substitutes.

ARTICLE II TERM OF AGREEMENT

The term of this agreement shall begin on July 1, 2023 and shall continue in full force and effect until June 30, 2027 .

ARTICLE III NEGOTIATIONS

- A. DEADLINE DATE. The parties agree to enter into collective bargaining over a successor agreement in accordance with Pennsylvania state law.
- B. CONTINUITY OF AGREEMENT. All of the terms and conditions of this Agreement shall remain in effect during the term of this contract and continue thereafter until a successor Agreement is agreed upon by and between the parties.
- C. MODIFICATION. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- D. COPIES OF AGREEMENT. The Board agrees to provide a copy of this Agreement to each member of the bargaining unit within sixty (60) days of the signing of this Agreement with the cost divided equally with the Association.

ARTICLE IV GRIEVANCE PROCEDURE

- A. DEFINITIONS
 - 1. Grievance: A grievance shall mean a complaint made by a member or members of the bargaining unit or the Association, which involves a violation, interpretation or application of the terms of this Agreement, or a complaint that the Board or its agents acted in bad faith or in an arbitrary or capricious manner in applying any established policy or practice governing or affecting the employees covered by this Agreement.
 - 2. Grievant: A grievant is defined as a member or members of the bargaining unit or the Association making the complaint.

3. Party in Interest: A party in interest is the employee or employees making the complaint, any individual or group who might be required to take action, or any employee against whom action might be taken in order to resolve the complaint.
4. Days: Days shall mean days on which the school district central offices are normally open for business and shall not include Saturdays, Sundays, or holidays, or any other day in which the school district is closed. If a grievance deadline falls on a weekend, holiday, or a day in which the school district is closed, the deadline shall be extended to the next business day.

B. RIGHTS OF REPRESENTATION

1. At least one representative of the Association shall be present for any meeting, hearing, appeals or other proceedings related to a grievance, which has been formally presented at no expense to the school district unless the school district orders said representative to attend.
2. Nothing contained herein may be construed as limiting the rights of any bargaining unit member having a grievance to discuss the matter informally via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement. A representative of the Association may be in attendance at these discussions at the option of the employee.
3. A grievant may act alone as their own representative if the grievant so desires, up to and including Step IV of Grievance Procedure, and/or they may be represented by an Association Representative. Following Step IV of the Grievance Procedure, grievants must utilize the legal services of PSEA or its assignee(s). At any step of the process, the grievant and/or representative may present whatever evidence and/or witnesses deemed necessary.
4. The Board or any agent thereof shall take no reprisals of any kind, against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure.

C. SUBMITTING GRIEVANCES

1. All formal grievances and dispositions of grievances shall be in writing and placed on a proper grievance form (Appendix A).

2. All grievances shall be instituted at the lowest possible level of supervision where an equitable solution may be reached.
3. If specified time limits are not met, the grievant may submit a grievance to the next level. Time limits may be extended only by mutual agreement.
4. If the grievant fails to meet specified time limits, the grievance is deemed to have been abandoned.
5. If the school district fails to meet the time limits as specified, the grievance shall be deemed to be granted.

D. INITIATION AND PROCESSING OF GRIEVANCES

Step I

Person or persons initiating the alleged grievance shall present the grievance in writing and on a form provided in the office of his/her immediate supervisor within fifteen (15) workdays after its occurrence. The immediate supervisor shall reply to the grievance in writing within fifteen (15) workdays after initial presentation of the grievance.

Step II

If the Action in Step I above fails to resolve the grievance to the satisfaction of the Association on behalf of the affected parties, the grievance shall be referred to the Business Administrator (Administrative Assistants/Paraeducators/Cafeteria); Physical Plant Supervisor (Custodial/Maintenance/Groundskeeper) within fifteen (15) workdays.

Step III

If the action in Step II above fails to resolve the grievance within fifteen (15) work days to the satisfaction of the Association on behalf of the affected parties, the grievance shall be referred to the Superintendent.

Step IV

If the action in Step III fails to resolve the grievance to the satisfaction of The Association on behalf of the affected parties within fifteen (15) workdays, the grievance shall be referred to the Board of Education at the next official School Board meeting.

Step V

If the action in Step IV above fails to resolve the grievance within fifteen

- (15) workdays to the satisfaction of the Association on behalf of the affected parties, the grievance may 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 IV shall be final.

E. MISCELLANEOUS

1. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

F. MEETINGS AND HEARINGS.

All meetings and hearings under this procedure shall be conducted in accordance with Pennsylvania state law.

G. COST OF ARBITRATION.

If a grievance reaches arbitration, the cost of arbitration shall be borne equally by the Board and the Association.

H. GROUP GRIEVANCE.

If in the judgment of the Association a grievance affects a group or class of employees, the same procedures shall be followed as with an individual grievance.

ARTICLE V RIGHTS OF EMPLOYEES

- A. JUST CAUSE PROVISION. No employee shall be discharged, disciplined, reprimanded in writing, reduced in rank or compensation (except as provided for in this agreement) or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein

set forth. All information forming the basis for such action will be made available to the employee and the Association.

- B. REQUIRED MEETINGS OR HEARINGS. Whenever any employee is required to appear before the superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increments pertaining thereto, then the employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association and/or legal counsel present to advise and represent the employee during such meeting or interview. Any accrued or deferred earnings will be paid to any employee who is suspended pending charges in the event that the charges are dismissed and/or found in favor of the employee.
- C. UNSAFE AND HAZARDOUS CONDITIONS. Employees shall not be required to work under unsafe or hazardous conditions as determined by the Pennsylvania Department of Labor and Industry and Occupation Safety and Health Agency.
- D. ASSAULT. The Board shall provide legal assistance to an employee for any student assault upon the employee while acting in the discharge of his/her duties, providing the employee is acting in a lawful manner.
- E. PERSONNEL FILE. An employee shall have the right to review his/her personnel file in accordance with the "Right-To-Know Law" and existing statutes as well as judicial law. Any employee, after examining his/her personnel file, shall be entitled to write an answer to any derogatory material contained therein and have it placed in his/her personnel file.
- F. JOB DESCRIPTION. The Administration shall provide job descriptions for each job classification within sixty (60) days of the signing of this Agreement. Any revisions including additions and/or deletions from a job description thereafter shall be provided within sixty (60) days. If new job classifications are established during the life of this Agreement, the Administration shall provide job descriptions within sixty (60) days of creating such classifications. Each employee is subsequently entitled to a review of the job description and performance evaluation upon request.
- G. EQUIPMENT. No employee shall be required to use personal tools or equipment to perform his/her job. The Board shall provide appropriate supplies, equipment, and space for job performance.
- H. STATUTORY SAVINGS CLAUSE. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the Public School Code, Act 195 of 1970, or other applicable

state and federal laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- I. DISCIPLINE PROVISION. Disciplinary action should be corrective and progressive in nature and the employee should be apprised of conduct violations for which she/he might be disciplined. In order of severity, discipline can take one or more of the following forms:

- a. Verbal counseling/warning
- b. Written warning/reprimand
- c. Suspension with or without pay
- d. Suspension with recommendation to discharge
- e. Discharge by the School Board

Should the infraction be serious in nature, the Administration may recommend dismissal to the Board. A "serious infraction" relates to offenses as defined by the Pennsylvania school code for professional staff discipline. If such a decision is made, any of the above steps may be omitted. No suspension will be made until a review is completed by the District Superintendent in conjunction with the immediate supervisor. Dismissal of the employee shall be by Board action.

ARTICLE VI ASSOCIATION RIGHTS AND PRIVILEGES

- A. INFORMATION. The Board agrees to provide to the Association in response to reasonable requests from time to time all available information concerning the program and financial resources of the School District and any other information which is normally made available to the public together with information which may be necessary for the Association to process any grievance or complaint. The Association agrees to pay for the cost of duplicating such information.
- B. RELEASE TIME FOR MEETINGS. Whenever any grievant or grievant of the bargaining unit participate(s) during working hours in the grievance procedure or Labor Board hearings which they are required to attend, no loss of pay shall be incurred; provided that once they have completed their testimony they would return to work.
- C. USE OF FACILITIES.
1. Buildings & Facilities. The Association shall be permitted the use of school buildings without charge for meetings in accordance with the standard Board procedure in effect at that time for the temporary use of facilities. The time and place for such meetings shall be established with the building principal.

2. Bulletin Boards. The Board shall furnish one bulletin board in each building solely for posting official Association notices.
 3. Mail and email. The Association shall have the right to use the inter-school and intra-school mail facilities. The Association shall also have the right to use the School District email system. Any such use shall comply with District policy regarding the use of email.
- D. ASSOCIATION LEAVE. A total of ten (10) days for each contract year will be allowed for the Tyrone Area ESPA/PSEA/NEA officers and/or representatives to attend workshops, conferences, and/or House of Delegates. These employees shall suffer no loss of wages and/or benefits. The Association shall reimburse the district for all costs associated with substitutes.
- E. ASSOCIATION IDENTIFICATION. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. DUES DEDUCTIONS
1. Deductions. The Board agrees to deduct dues from the salaries of members for the local Association and the Pennsylvania State Association as said members authorize the Board to deduct. The employee shall have equal pay period deductions. The monies deducted shall be transmitted by check promptly to the appropriate agent of Tyrone Area Education Support Professionals Association/ESPA/PSEA/NEA.
 2. Notice to Employees. No later than thirty (30) days after the ratification of this Agreement, the Association will provide the business office with a list of those member employees who authorize the Board to deduct dues of the Association in Paragraph 1 of the same subsection and the amounts of such deductions. This in no way prevents new employees from joining or having dues deduction after this date.
- G. MEET AND DISCUSS. A Meet and Discuss Committee shall consist of up to three (3) members appointed by the Board and up to three (3) members appointed by the Association. All members of the Committee shall be members of the bargaining unit or elected School Board members, or administrators of the Tyrone Area School District. The Meet and Discuss Committee shall meet as prescribed by Act 195 on an as requested basis at a mutually agreed upon time and shall consider only those matters considered appropriate under the Meet and Discuss provisions of Act 195.

ARTICLE VII
PROBATIONARY STATUS – SENIORITY – PERFORMANCE
EVALUATION

A. PROBATIONARY EMPLOYEE. An employee newly hired shall serve a probationary period of ninety (90) days. The Supervisor may recommend an extension of the probation period, not to exceed an additional three (3) months. During the probationary period, a probationary employee may be terminated without cause.

B. SENIORITY.

1. Definitions

Classification Seniority: Classification seniority shall be defined as the length of an employee's continuous full-time or part-time service within a classification in the School District. For purposes of this Article, classifications are defined as administrative assistants, paraprofessionals, cafeteria, custodial, groundskeeper and maintenance employees. Long term substitutes (90 days +) shall be credited towards seniority.

2. Termination of Seniority. Seniority shall be terminated by:

- a. Quitting or resigning
- b. Discharge for just cause
- c. Layoff for twelve (12) months
- d. Failure to report within ten (10) working days after recall from layoff
- e. Retiring

3. Breaking Ties – In case of seniority ties, seniority shall be established by the drawing of lots.

C. PERFORMANCE EVALUATION. An Employee Performance Evaluation will be conducted by the immediate supervisor yearly for all employees who have been in the same occupational classification for a period of one year or more as of July 1st of the current school year. Evaluations will be conducted mid-year depending on the employees' work year. If there are any areas of improvement, a subsequent evaluation will be conducted by June 30 or sooner if necessary. In addition, an evaluation may be conducted anytime during the year based on need as determined by the supervisor. In the event of a change of supervisors, more frequent performance evaluations will be at the discretion of the employee's supervisor. The immediate supervisor will be responsible for assuring compliance with schedules.

Upon completion of the evaluation, the immediate supervisor will review the employee's performance and counsel with him/her, if there are areas of needed improvement or upon employee request. Performance reviews will be conducted privately with individual employees; however, employees shall have the option to include Association representation. At no time will a group performance review be held. The employee will have 24 hours to view, comment and sign the evaluation form. The evaluation form will then be filed in the Business Office and a copy shall be provided to the employee for his/her personal file. No changes will be made to this evaluation without the knowledge of the employee. In addition, the employee shall be provided with a copy of any and all notations written on the evaluation form after the performance review. The employee may submit a letter with the performance evaluation, expressing his/her reaction to the evaluation.

If an employee receives less than a satisfactory rating on the performance evaluation, he/she will be given an improvement plan by the evaluator and granted three (3) months to demonstrate improvement. At that time another evaluation will be conducted by the supervisor, if improvement is not noted the supervisor may recommend dismissal. The Supervisor may recommend an extension of the period, not to exceed an additional three (3) months. The employee would have due process rights through the grievance procedure.

The District has the right to make changes to the Employee Performance Evaluation and Development Form prior to each school year with input accepted from the Association, and the form will remain as is for the remainder of that school year.

ARTICLE VIII LAYOFF AND RECALL

- A. LAYOFF. Layoff shall be by classification seniority with the least senior person being laid off first. A fifteen-day (15) notice of layoff shall be sent to any/all-affected employees. Part-time employees shall be furloughed and/or reduced prior to any full-time employee. The Board shall provide the Association with all pertinent information, including copies of documents, used in making the decisions to layoff employees.
- B. BUMPING. Upon notification of an impending layoff, employees so affected shall exercise the following rights within five (5) days:
 - 1. 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(s) affected on the basis of classification seniority. Any

full-time employee who is displaced as a result of this section may take layoff or exercise his/her full-time seniority rights by bumping a less senior full-time employee in the same classification in the same or in another building. Further, any full-time employee who is displaced as a result of this section who was previously classified in another classification shall have the right to displace a less senior employee in such other classification if he/she is qualified for the job. Any full-time employee displaced by this section who chooses not to take layoff may then bump 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 job. 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.

2. 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(s) affected on the basis of an employee's classification seniority as a part-time employee. Any part-time employee who is displaced as a result of this section may take layoff or exercise his/her part-time seniority rights by bumping the least senior part-time employee in the same classification in the same or in another building. Further, any part-time employee who is displaced as a result of this section 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 for the job.

C. RECALL

1. Full-Time. Recalls from layoffs of full-time employees shall be on the basis of classification seniority, provided the employee to be recalled has the qualifications to perform the work required. Refusal to accept recall to other than a full-time, permanent position shall not constitute a waiver of recall rights or result in a break or loss of seniority.
2. Part-Time. Recalls from layoff of part-time employees shall be on the basis of classification seniority as part-time employees provided the employee to be recalled has the qualifications to perform the work required.

D. VACANCIES AND TRANSFERS

1. Posting.

a. Bargaining Unit Positions.

- (1) School Year - Whenever a vacancy arises within the bargaining unit or is anticipated, the Administration will promptly post notices of the same on the District website, via email and throughout the District on Association Bulletin Boards for no less than ten (10) days before the position is filled.
- (2) Summer - Whenever a vacancy arises within the bargaining unit or is anticipated during the summer months when school is not in session, notice of the vacancy shall be posted on the District website, via email and in a prominent location in each school building's main office and a copy of the posting will be forwarded to the Association's President, Vice President and Secretary. The posted time for positions would be ten (10) working days before the position is filled.
- (3) Vacancy shall be defined as a resignation, death, retirement, termination for just cause, and/or newly created position within the bargaining unit.
- (4) Vacancies and temporary vacancies shall not be posted until all employees on layoff have been recalled.
- (5) District administration shall determine if a position will be posted outside the bargaining unit after the initial ten (10) day internal posting. Upon discussion with the Association President the previous sentence may be waived so the District can post vacant position both internally and externally simultaneously. Whenever a vacancy arises after August 1 and prior to the opening of school the posting requirement shall be waived and the District shall notify two (2) Association representatives of the vacancy.

- b. Temporary Positions. Whenever a vacancy occurs, the District has the right to fill the position on a temporary basis

as long as the District is actively seeking a replacement until such replacement is located.

- c. Posting - Content. Any new position shall be posted with accompanying job description, qualifications, and salary.

2. Bidding

- a. Notice to Employer. Employees shall have the right to apply for openings by submitting a letter of interest to the Business Office.
- b. Filling of Vacancies. Vacancies shall be filled by awarding the position to the most qualified applicant.
- c. Qualified/Qualifications: As used herein, "QUALIFICATION" or "QUALIFIED" means having sufficient skill, ability, and physical fitness to move onto a job and immediately perform the responsibilities as set forth in the job descriptions.
- d. Testing. The Board may require written, oral, or performance tests in connection with filling job vacancies. Employees testing for a specific position on a specific date shall be given the same test(s). A copy of the graded test shall be available for inspection by the employee.

3. Transfers

- a. Involuntary Transfers. No involuntary transfer of any support professional employee shall be made by the board or its agents without two (2) week prior notice to the employee. The employee reserves the right to grieve such assignment to the Board. Employees may be transferred between departments or buildings at the discretion of the administration. An employee transferred to a classification with a higher starting rate shall receive an immediate pay adjustment to the next highest rate above the current rate. An employee transferred to a classification which is a lower rate will continue to receive his/her current rate of pay, unless transfer is due to unsatisfactory performance, which will result in an immediate reduction in pay to the rate of the employees in the new classification with similar years of service. Employees in a position with a full benefit package (health, dental, vision, life) transferred to a position without a full benefit package will maintain said benefits upon transfer for the maximum of three (3) years, at which time said

benefits will be reduced to the level appropriate for the position. However, if the transfer is a result of an unsatisfactory performance, the employee will have an immediate loss of all benefits. An employee with no benefits transferred to a position with benefits, said employee shall receive benefits.

ARTICLE IX HOURS AND WORKING CONDITIONS

A. EMPLOYEES

1. Full-Time Employees/Twelve (12) Month. An employee who works thirty (30) hours or more per week for twelve (12) months. These employees are entitled to all contractual benefits including health benefits.
2. Full time Employees. An employee who works thirty (30) hours or more per week less than twelve (12) months per year. These employees are entitled to all contractual benefits excluding group insurances (health, dental, vision and life) unless they are a grandfathered employee for the purpose of healthcare benefits.
3. Part-Time Employees. An employee who works less than thirty (30) hours per week and less than twelve (12) months. These employees are entitled to all contractual benefits excluding group insurances (health, dental, vision and life) benefits unless they are a grandfathered employee for the purpose of healthcare benefits.
4. Substitute. An employee engaged as a substitute for periods of time in place of a regular full-time or regular part-time employee, is not subject to hospitalization, sick leave and holidays.

B. WORK SCHEDULES BY CLASSIFICATION

1. Administrative Assistant. The workday for administrative assistants shall be seven and one-half (7.5) hours and the workweek shall be thirty-seven and one-half (37.5) hours. The number of hours employed per day per week for each new administrative assistant shall be determined at the time of hiring. The immediate supervisor shall establish the beginning and ending of the workday/work year for administrative assistants. Administrative Assistants who work less than twelve (12) months shall work 190 days.
2. Cafeteria employees. All cafeteria employees shall work the number of student days plus two additional days.

Cafeteria employees shall be classified as follows:
Cafeteria Worker
Kitchen Manager(s) – Production Kitchen

3. Paraprofessionals/Copy Room Clerk. All paraprofessionals shall be employed for 180 days which will be included in the prorated salary. The duties to be performed for days when students are not present will be assigned and approved by the immediate supervisor. The number of hours employed per day and per week for each new paraprofessional shall be determined at the time of hiring. The immediate supervisor shall establish the beginning and ending of the workday for paraprofessionals. Paraprofessionals may be assigned to perform instructional duties under the direction of a certified professional employee. Paraprofessionals will only be required to do general first aid. No paraprofessional shall be assigned dismissal duties without compensation beyond contracted hours. Paraprofessionals may also be required to perform non-instructional duties/supervision, however, if a paraprofessional is scheduled by a principal, on a regular basis, to supervise a study hall, he/she will be compensated for that time at the lead teacher rate.
4. Custodial/Maintenance/Groundskeeper. All full-time custodial, maintenance and groundskeeper employees shall be employed for 12 months per year. The workday for full-time custodial, maintenance, groundskeeper employees shall be eight (8) hours and the workweek shall be forty (40) hours. The number of hours employed per day per week for each new custodial, maintenance and groundskeeper employee shall be determined at the time of hiring. The immediate supervisor shall establish the beginning and ending of the workday for custodial, maintenance and groundskeeper employees.

C. BREAKS AND LUNCH

Employees working more than four (4) hours per day are permitted a fifteen (15) minute break. The normal working hours are exclusive of a one half hour daily lunch period. The immediate supervisor shall establish the schedule of breaks and/or lunches with transition time provided. Employees may not adjust the length of their lunches/breaks without prior approval of their immediate supervisor.

D. OVERTIME

1. Regular. Employees shall receive time and one-half pay or compensatory time for all hours worked over and above forty (40)

hours per week exclusive of sick leave, vacation and compensatory time taken. All holiday hours will be considered hours worked. Custodians must submit timesheets for payment of all non-district related events worked. Compensatory time may not be earned for non-district related events. All overtime must be approved by the employee's immediate supervisor prior to it being worked.

Cafeteria Employees. When cafeteria employees are catering events during evening and weekends during the school year, they will be paid time and one-half for this time worked if it exceeds forty (40) hours per week exclusive of sick leave, vacation and compensatory time taken. All holiday hours will be considered hours worked.

2. Compensatory Time. Employees may accumulate compensatory time instead of receiving payment for any time worked beyond their regularly scheduled hours as well as regularly scheduled vacation/holidays worked, except for custodians working non-district related events. Custodians must submit a timesheet for payment of all non-district related time above their regular hours. Any compensatory time worked must receive prior approval from the supervisor before accumulating such time. In addition, for custodial, maintenance and groundskeeper employees, compensatory time includes days when school is closed due to inclement weather. Compensatory time forms must be approved by the supervisor and submitted to the Business Office monthly documenting all compensatory time earned and used. Compensatory time may not be accumulated beyond a maximum total of 40 hours. Compensatory time may not be used ten (10) working days prior to the first day of school. If compensatory time is not used within a twelve month period, then compensatory time will be paid in accordance with the Fair Labor Standards Act. Upon severance from the Tyrone Area School District any earned compensatory time shall be paid to the employee based on the requirements of the Fair Labor Standards Act.
3. Call-in Pay. Any employee who is involuntarily called to return to work from home outside his/her normal scheduled workday or workweek shall be guaranteed a minimum of three (3) hours based on the requirements of the Fair Labor Standards Act.
4. Inclement weather/closings. In the event, there is an unscheduled closing, delay or early closing of school due to inclement weather or other reason as determined by the Superintendent, there shall be no loss in pay for any employee. For example: if school is closed a twelve month employee shall not lose pay for the day. In some

cases essential employees may be required to work to have the school ready for the re-opening. Custodians are required to work on school closings/delays, unless approval is granted by the Physical Plant Supervisor. Employees reporting to work when weather conditions cause school to be closed will accrue compensatory time for the hours actually worked. School year employees will make up the day when scheduled by the District. If there is a delay, the employees will also entertain the delay without loss of pay. Paraprofessionals and administrative assistants whose regular work day would begin after the start of the school day when observing the delay must report by the beginning of the student day. If there is an early dismissal, employees will also be dismissed one hour after the students depart without loss of pay.

5. Flexible Instruction Days (FIDs).

Scheduling and utilization of FIDs shall be at the sole discretion of the District. The District will endeavor to provide as much prior notice as the circumstances reasonably permit. During FIDs, some bargaining unit members will not be required to report to their buildings for work while others who are necessary for snow removal and other necessary services will be required to work. All personnel who currently report to work on regular snow days will continue with their regular duties as they have historically performed them in the past when school has been closed as a result of inclement weather.

- A. Paraprofessionals - Paraprofessional employees shall not report to work. For Paraprofessional employees, the District will provide professional development, training or other work related opportunities that would provide an hour for hour compensation for time lost due to the FID. Paraprofessionals may be offered the opportunity to satisfy their make-up hours by working on an in-service day later in the school year. If Paraprofessional employees choose not to attend or are unavailable for work, they have the option of submitting for a personal day (if available).
- B. Custodial, Maintenance and Groundskeeper staff will follow procedures used for "Inclement Weather Closings."
- C. Administrative assistants will be expected to work their regularly scheduled hours remotely or on-site at the employee's discretion. All administrative assistants may also have the option of requesting to use any applicable paid time off if available.

- E. Professional Development. All employees are required to complete professional development annually. Annual hours required will vary depending on position and funding source as determined by the Supervisor. Professional development will be provided by the District. Professional development offered will be based on results of a needs assessment and annual evaluations and as mandated by law. Employees with suggestions for professional development activities should contact their immediate supervisor. Employees interested in work related conferences/seminar programs outside the district should request approval for attendance through their immediate supervisor. Professional development time shall be used for training purposes only and at no time will professional development be used to complete daily work duties.
- F. Summer work schedules for custodial, maintenance, groundskeeper and secretarial staff will be arranged with and posted by the supervisor. Shift schedules may be adjusted to accommodate summer projects and workloads.
- G. ACT 153 CLEARANCES
 - 1. The District shall provide bargaining unit members no less than ninety (90) days of notification prior to the due date of the employees' required background checks.
 - 2. Employees shall obtain updated clearances as required by law on their own time and at their own expense as a condition of continued employment.

ARTICLE X
VACATIONS AND HOLIDAYS

- A. PAID HOLIDAYS
 - 1. All 12 month employees will receive the following paid holidays. Employees who are required to work when school is scheduled on a holiday shall receive one and on-half (1.5) times their regular rate.

New Year's Eve
New Year's Day
Martin Luther King Jr. Day
Mid-Winter Vacation (1 day)
Good Friday
Easter Monday
Memorial Day
July 4th

Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
First Day of Buck Season
Christmas Eve
Christmas Day

All holidays must be observed on the designated day unless prior approval is received from the appropriate Administrator.

2. An employee's holiday pay shall be based upon the number of hours worked during his/her normal workday. If a holiday falls on a Saturday, it shall be observed on Friday and if a holiday falls on a Sunday, it shall be observed on Monday.
3. Any employee required to work on a paid holiday shall receive overtime pay.
4. All Custodial, Maintenance, Groundskeeper employees working on the days between the Christmas holiday, December 26 and the New Year's Holiday, December 30, will have their workday shortened by one (1) hour but will not suffer loss of pay for that hour, being paid for their full shift.

B. VACATIONS

Twelve (12) month employees in their first year of service shall accrue paid vacation on a pro-rated basis in an amount determined by prorating five (5) work days against the number of months worked since the beginning of the current fiscal year, starting July 1. (Example: if you are hired in October you would be eligible for 3.75 vacation days $\{9 \div 12 \times 5 = 3.75\}$)

A nine (9) month employee transferring to a twelve (12) month position shall receive paid vacation on a pro rata basis in an amount determined by prorating five (5) work days against the number of months in the twelve (12) month position since the preceding July 1. Vacation may be used in the year earned or subsequent years as earned, in full or half day increments.

1. Days. All full-time twelve (12) month employees shall accrue paid vacation according to the following schedule:

1 year of employment	5 Days (.415 days/month)
2 years of employment	10 Days (.83 days/month)
7 years of employment	13 days (1.08 days/month)
12 years of employment	15 days (1.25 days/month)
17 years of employment	20 days (1.67 days/month)

- C. All vacation days will be credited on the 16th day of the month.

1. All new employees who are hired and commence employment between the first and fifteenth of a month will be eligible to earn vacation for the month for which they begin employment.
2. All new employees who are hired and commence employment on or after the 16th of the month will not be eligible to earn vacation until the following month.
3. All employees who resign between the first and fifteenth day of the month are not eligible to earn vacation for the month in which they resign.
4. All employees who resign on or after the sixteenth of the month are eligible to earn vacation time for the month in which they resign.

Employees are allowed to accumulate and carry over a maximum of twelve (12) days of vacation time each year. Exceptions may be made with the approval of the Superintendent or designee. For the following years, employees may carryover the following days due to the change in vacation day allotment:

2023-24: 30 days
2024-25: 25 days
2025-26: 20 days
2026-27: 15 days

5. Scheduling.
 - a. Vacations are to be scheduled by the employee and are subject to the approval of the supervisor.
 - b. No employee shall unreasonably be denied his/her vacation request.
 - c. Vacations will be granted on a first-come, first-served basis.

- d. When two or more people apply on the same day for the same time, seniority will prevail. At no time shall more than two custodians be out in each building.
 - e. If a holiday occurs during a week in which the employee is on vacation, that employee's vacation shall be extended one additional day for each holiday.
 - f. Tentative summer vacation requests must be submitted to the immediate supervisor prior to June 1st for the summer months.
 - g. Summer vacations should be concluded two weeks prior to the opening of school.
 - h. Employees may take a maximum of fifteen (15) days of vacation and compensatory time during the summer.
 - i. A maximum of ten (10) days of vacation may be used consecutively during the summer.
 - j. Employees may take up to five (5) days' vacation consecutively and ten (10) non-consecutively during the school year. A maximum of 15 days may be taken during the school year.
6. Compensation. Upon separation from service, the employee shall be compensated for all unused vacation time including the current year carry over and accrual.

ARTICLE XI LEAVES OF ABSENCE

A. SICK LEAVE

1. Days. All full-time employees working a twelve-month schedule shall receive twelve (12) days of sick leave per year. All other full-time employees shall receive ten (10) days of sick leave per year. All part-time employees shall receive five (5) days of sick leave per year. Sick leave shall be credited on July 1 of each year.

Family Illness. An employee may use up to seven (7) days per year to care for a member of the immediate family who is ill. The immediate family is defined as father, mother, husband, wife, daughter, son, or a near relative who resides in the same

household, or any person whom the employee has made his/her home.

2. Accumulation. Unused sick leave will accumulate from year to year without limit.
 3. Notification. Employees will be given a written accounting of accumulated sick leave on their electronic pay stubs. If reasonable suspicion of sick leave abuse, an employee may be required to provide a doctor's excuse to his/her supervisor and the Business Administrator upon request of both.
 4. Extended Leave - Illness/Disability. An employee who is unable to work because of personal illness or disability, which has been documented by a physician, and who has exhausted all sick leave available may be granted a leave of absence by the Board without pay for one year. Any leave taken under this paragraph that is for a Family Medical Leave Act of 1993 purpose, as defined in that Act, 29 U.S.C. Subsection 2601 et seq., shall be coordinated with and applied towards the employee's FMLA leave entitlement. An active employee on paid sick leave including sick bank usage shall continue to receive benefits even if FMLA has been exhausted.
 5. Worker's Compensation. Absence due to injury incurred in the course of the employee's employment shall be compensated in accordance with the Pennsylvania Worker's Compensation Act. Absences under Workers Compensation will be designated as FMLA.
 6. Separation Allowance. All employees separating from continuous service with the School District will be paid for accumulated sick leave days at the rate of 50% of employees daily rate at time of separation for all unused sick leave days upon retirement, or upon death during service, provided a minimum of five (5) years of service to the Tyrone Area School District has been rendered.
- B. PERSONAL LEAVE. Two (2) personal days, accumulative to four (4), shall be granted to each full-time employee each year with pay. Any unused personal days above the accumulative four (4) shall convert to sick days. One (1) personal day, accumulative to two (2), shall be granted to each part-time employee. Any unused personal days above the accumulative two (2) shall convert to sick days. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day shall notify his/her immediate supervisor at least one (1) day in advance, except in cases of emergency. Personal days shall not be taken ten (10) working days prior to the first

day of school or the last day of school, on the day before or after a holiday or on an in-service day, unless approved by the Supervising Administrator.

- C. BEREAVEMENT LEAVE. In case of death in the nuclear family, an employee shall receive full salary for up to five (5) work days of bereavement leave. Nuclear family is defined as father, mother, husband, wife, daughter, or son.

In case of death in the immediate family, an employee shall receive full salary for up to three (3) work days of bereavement leave. The immediate family is defined as sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparent or a near relative who resides in the same household, or any person whom the employee has made his/her home.

In the case of death of a near relative, an employee shall receive full salary for one (1) work day. A near relative is defined as brother-in-law, sister-in-law, first cousin, aunt, uncle, niece, nephew, or grandparent-in-law.

A one-half day of paid leave per year shall be available for the purpose of attending a friend's funeral or for extended time travel for any funeral. This half-day is subject to the availability of substitutes and/or availability of coverage by peers. This one-half day shall be neither accumulative nor reimbursable.

- D. JURY DUTY. An employee called involuntarily for jury duty shall be compensated for the difference between the regular pay and the pay received for the performance of such obligation for the term of the jury duty.
- E. UNPAID LEAVE. An employee may request unpaid leave after all paid leave is exhausted under unplanned, extraordinary circumstances. Individuals employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Granting unpaid leave is at the discretion of the Superintendent and the Board. A request for unpaid leave must be made in writing to the Superintendent as far in advance as possible. Abuse of unpaid leave shall result in disciplinary action in accordance with board policy.
- F. FAMILY AND MEDICAL LEAVES. The Board shall comply with the provisions of the Family and Medical Leave Act (FMLA). Employees that have worked for the District for one year shall be entitled up to 12 weeks of unpaid leave under this Act. Employees using FMLA due to the birth/adoption of a child have the option to extend their leave longer than the FMLA maximum. Such leave for this purpose may be extended up to a

maximum of one full school year. However, once the employee has been absent longer than FMLA maximum, the employee may retain health care benefits coverage only by remitting the full insurance premium monthly to the Business Office of the School District. If the funds are not remitted on the 15th calendar day of each month, it is understood that coverage will be dropped as of the stated deadline. Upon returning from leave, the employee shall be returned to the same position occupied prior to the leave, unless that position no longer exists, in which event the employee shall be given another position and the employee will be placed in the same position on the salary schedule where he/she was prior to the granting of the leave. Paid leave taken under this provision runs concurrent with FMLA leave. An active employee on paid sick leave including sick bank usage shall continue to receive benefits even if FMLA has been exhausted.

- G. MILITARY LEAVE. Military leave shall be granted as provided by the applicable laws.
- H. POLITICAL. A leave of absence without pay, not to exceed one (1) year, may be granted to an employee upon application. Upon return from such leave, an employee shall be placed at the same position on the salary schedule held prior to said granted leave.

ARTICLE XII INSURANCE/MEDICAL BENEFITS

- A. ELIGIBILITY. Full-time/12 Month employees shall be eligible for insurance and medical benefits as defined in this Article. An employee currently receiving medical benefits will continue to receive such benefits. Full-time (less than 12 months) who are not insured shall have the opportunity to purchase health insurance at the rate of 100 percent of premium at any time during their employment.

- B. HEALTH INSURANCE.

For the duration of this contract, the Tyrone Area School District shall pay the full healthcare premium associated with the employee's choice of coverage for themselves and eligible covered dependents. Highmark PPO Blue and Highmark HQHD healthcare plans are the options listed below. The employee shall be responsible to initiate the coverage through the Business Office and to modify the coverage when necessary. Eligible employees shall select either option 1 or 2 during the annual open enrollment period. Changes may be made during the year according to IRS regulations. New employees shall only be eligible for the HQHD healthcare plan.

OPTION 1:

PPO \$750/\$1500 Deductible with Co-Pay Coverage. See Appendix B.

OPTION 2:

Qualified Plan IRS Qualified Deductible (currently \$1,500/\$3,000). See Appendix C.

The District will offer a Qualified High Deductible Health Plan (QHDHP) with deductibles set at the Internal Revenue Service (IRS) minimum. The District will establish a Health Savings Account (HSA) for each employee selecting Option 2. The payments will be made on the first business day that occurs on or after July 1 of each year and shall be made based on each employee's level of health care coverage as per the following schedule:

2023-24:	\$753 Individual/\$1,507 Family
2024-25:	\$753 Individual/\$1,507 Family
2025-26:	\$753 Individual/\$1,507 Family
2026-27:	\$753 Individual/\$1,507 Family

As an incentive for 2023-2024 only, employees switching from Option 1 – PPO Blue Plan, to Option 2-Highmark HQHD plan during the approved open enrollment time period, will have \$1,000 Individual/\$1,952 Family for the 2023-2024 year of this contract deposited into their HSA in lieu of the amount listed above for that year. Those employees that select to make this change will remain members of the Option 2 plan for the remainder of this contract.

Employees who fail to provide written notification of a change in dependency status shall be liable for all premiums paid beyond the proper level of entitlement.

Retirees under age 65 have the privilege to purchase school coverage at their own expense plus an additional clerical fee of \$10.00 per month. It is the retiree's responsibility to initiate this coverage through the Business Office, completing all necessary forms.

For any future change in hospitalization and medical coverage carrier, see Article XV Section C of this agreement. Benefit levels and coverage are subject to operating guidelines and procedures of the insurance carrier. Any change in carrier and/or benefits, including a change to opt into any form of state-sponsored health plan, shall be done by mutual consent of the Board and the Association.

C. OPT OUT PROVISION

The Board shall offer a cost-containment opt-out to employees who elect to reduce participation in District health insurance. The District shall pay current employees 25% of the savings realized by their reduced participation in the coverage due to their opting out of coverage. To qualify, employees must make a request in writing to the Business Office, prove that they have coverage through a spouse or elsewhere, and indicate the earliest month that coverage can be shifted to the other employer. The request will be honored each year that the employee declines or reduces coverage. Payment of the incentive will be made annually in June. The Board agrees one time a year to pick up employees on board-provided coverage within 30 days of a written request indicating an involuntary loss of coverage or a change in benefits elsewhere based upon an IRS qualifying event. Employees hired after the start of the year shall be granted the incentive on a pro-rated basis. If husband and wife are both district employees, and one spouse elects family coverage or husband-wife coverage, the other employee shall not be eligible for the incentive.

In the event there is a change in family status (separation, divorce, resignation, furlough, death or other reasons as listed in the IRS Code) of said employee, the District will afford coverage as specified.

D. SPOUSAL COVERAGE. Spouses who have coverage through their own employer sponsored plan will not be eligible for coverage on the Tyrone Area School District Plan. Spouses who do not have healthcare coverage available to them through an employer will be eligible for coverage on the district's plan, without any fee.

E. LIFE INSURANCE. The Board will assume the cost of a twenty-thousand-dollar (\$20,000) term life insurance policy for all eligible employees while in active service during the term of this Agreement.

F. DENTAL INSURANCE. The Board shall provide full dental insurance premium coverage for all eligible employees and one (1) dependent. Employees shall have the option of purchasing additional dependent coverage provided that 50% of all staff eligible for family coverage elects to purchase this additional coverage. Benefit levels and coverage are subject to operating guidelines and procedures of the insurance carrier. Any change in carrier and/or benefits shall be done by mutual consent of the Association and the Board.

G. VISION. The Board shall provide full vision coverage for all eligible employees and dependents comparable to the Davis Vision program.

Benefit levels and coverage are subject to operating guidelines and procedures of the insurance carrier. Any change in carrier and/or benefits shall be done by mutual consent of the Association and the Board.

- H. LIABILITY INSURANCE. The School District shall provide liability insurance for every employee who works with students either routinely or as directed by a supervisor, principal, teacher or substitute teacher, and is responsible for the supervision and safety involving students of the School District.

ARTICLE XIII WAGES

- A. WAGE INCREASES. Wage increases under this Agreement shall be effective July 1 of each year. Each employee will receive the following hourly increases:

2023-2024: \$1.50 per hour
2024-2025: \$1.25 per hour
2025-2026: \$1.00 per hour
2026-2027: \$1.00 per hour

The starting rate for new employees hired after July 1, 2023 shall be as follows:

Administrative Assistant:	\$13.25
Custodial:	\$13.00
Maintenance:	\$17.50
Groundskeeper:	\$14.50
Paraprofessional:	\$12.25
Technology Assistant:	\$12.31
Lead Teacher:	\$13.54

- B. PAY DISTRIBUTION. The payroll schedule is based on bi-weekly pay periods. Employees have the right to choose to receive advance payments by signing the memorandum on lump-sum payment for the summer months of June, July, and August, payable as a single sum during June or in proportionate sums for the respective summer months. The fiscal year begins on July 1st and ends on June 30th of the following year. When regularly scheduled pay day falls on a legal holiday, employees will be paid on the day preceding the holiday. Direct deposit to your bank is encouraged and will be mandatory for all new employees hired after July 1, 2016.

District approved payroll deductions will be made upon submission of a written request from the employee.

ARTICLE XIV
ADDITIONAL COMPENSATION

- A. TRAVEL ALLOWANCE. Employees who are required to use their own means of transportation to and from schools within the District in the performance of their jobs will be reimbursed at the IRS rate for miles traveled.
- B. UNIFORMS. An allowance for uniforms shall be as follows:
- Cafeteria: Full-time - \$60.00
- Custodial, Maintenance, Groundskeeper staff will be provided with a uniform shirt to be worn and visible at all times when indoors during the school year. Employees will be issued five (5) shirts by July 1 of each year. It is the responsibility of the employee to clean and maintain the issued uniform.
- C. SAFETY EQUIPMENT. Any safety equipment required by the Board shall be paid for and maintained by the Board.
- D. TUITION REIMBURSEMENT. The District shall issue credit reimbursement to each employee at 50% of the actual cost per credit upon completion of three (3) years of service with the District. Payment to the employee shall be limited to six (6) credits per year. All courses taken must relate to the employee's job description and duties performed within the School District. Prior approval must be obtained on an individual basis from the Superintendent. Payment shall be made on the basis of an official transcript with a grade of "B" or better as evidence of satisfactory completion of the course. Transcript and proof of amount paid (cancelled check, credit card receipt, or account statement from the institution showing the amount paid) shall be submitted to the Business Office by the fifteenth (15th) of the month to receive payment the following month. Courses taken during an approved leave of absence will not be eligible for reimbursement.

Employees who voluntarily do not continue in full-time employment with the district for three (3) or more years immediately following the completion of the credits referred to herein shall reimburse the District for these credits on their last day of employment at the following rates:

Year 1 following reimbursement = 100% of the reimbursed rate

Year 2 following reimbursement = 75% of the reimbursed rate

Year 3 following reimbursement = 50% of the reimbursed rate

This provision does not apply to employees who leave employment because of debilitating health issues, furlough, discharge, or retirement.

- E. PROMOTIONAL OPPORTUNITIES. An employee transferring to a higher level position shall receive an immediate pay adjustment to the higher level minimum. If his/her current rate of pay is above the minimum of the higher position, no rate adjustment will be made. An employee transferring to a position which is a lower level will continue to receive his/her current rate of pay if the rate is below the maximum of the new position. If his/her current rate of pay is above the maximum of the lower position, his/her rate will be adjusted to the maximum of the new level.

- F. SHIFT DIFFERENTIAL. Employees required to work any shift other than the normal daylight workday, shall, in addition to their regular hourly wage, receive a \$.10 per hour shift differential. This differential shall be added to their regular hourly rate in calculating all paid leaves taken by the employee, including vacation and holidays. The shift differential pay is paid to any employee with the majority of their hours worked after 3:00 PM. Any employee required to work normal daylight when their regular shift is other than daylight work shall continue to receive the shift differential.

- G. LONGEVITY. Employees shall receive longevity payment as follows:
 - Year 10 of employment - \$.15 per hour
 - Year 20 of employment - \$.15 per hour

- H. CAFETERIA MANAGER. An employee hired to the position of Cafeteria Manager shall receive a stipend of \$1,600 per year based on annual evaluation.

- I. GROUNDSKEEPER. Current employees employed as a groundskeeper employee shall receive a stipend of \$2,500 each per year.

- J. ACADEMIC INCREMENTS. If an employee has an Associate's degree or higher degree from an accredited community college, college or university and it is determined by the superintendent that the certification is applicable to their current work position then he/she will receive a one-time addition of \$250 added to their annual salary.

ARTICLE XV
MISCELLANEOUS

- A. NO LOCK-OUT, NO-STRIKE PROVISION. Both parties agree to faithfully abide by the provision of the Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this Agreement, to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195), during the period of this Agreement, and the Board pledges that it will not conduct or cause to be conducted, a lock-out during the term of this Agreement.
- B. SEPARABILITY CLAUSE. The parties agree that, if any provision of this Agreement is held by a Court of competent jurisdiction to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law. Such invalidity of any provision shall not affect the remainder of the terms of this Agreement, which shall remain in full force and effect.
- C. WAIVER. The Employer and the Association acknowledge that during the negotiations culminating in this Collective Bargaining Agreement, each had the right and opportunity to make demands and proposals with respect to wages, hours and other terms and conditions of employment. This Agreement is the complete agreement of the parties. There are no agreements written or oral, other than those contained in this Agreement. The Employer and Association agree that for the life of this Agreement neither will request nor be obligated to bargain with respect to any matter/item not covered in this Agreement unless mutually agreed to by both the Employer and the Association. All matters/items not specifically covered by this Agreement are within the exclusive control and discretion of the Employer.
- D. INDEMNIFICATION. No unlicensed or non-certified bargaining unit member shall be required to provide any service which, by law, regulation, or policy must be performed by a certified or licensed professional. Included is the dispensing of medication, or the treatment or diagnosis of any illness, disability, or injury, or the rendering of emergency first aid, unless the bargaining unit member is appropriately certified by the American Red Cross and voluntarily agree to do so.
- E. EFFECTIVE DATE. This Agreement shall be a four-year agreement effective July 1, 2023 and shall continue in full force and effect until midnight June 30, 2027

Intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their duly authorized officers and/or agents March 14, 2023, to become effective as of July 1, 2023.

**BOARD OF SCHOOL DIRECTORS
TYRONE AREA
SCHOOL DISTRICT**

By: 
Board President

By: 
Board Secretary

**TYRONE AREA EDUCATION
SUPPORT PROFESSIONALS
ASSOCIATION**

By: 
Association President

By: 
Chairperson, Negotiations Team

Appendix A

TAESPA Grievance Form

Date: _____

Grievance Initiated by: _____

Grievant Position/Building: _____

Date of Alleged Grievance: _____

Statement of Grievance: _____

Contract Provisions Violated: _____

Relief Sought: _____

Signature: _____

Date: _____

Step I

A. Date received by Immediate Supervisor/Principal: _____

B. Disposition by Immediate Supervisor: _____

Signature: _____ Date: _____

C. Position of Grievant: _____

Signature: _____ Date: _____

Step II

A. Date received by Step II Administrator: _____

B. Disposition by Step II Administrator: _____

Signature: _____ Date: _____

C. Position of Grievant: _____

Signature: _____ Date: _____

Step III

A. Date received by Superintendent: _____

B. Disposition by Superintendent: _____

Signature: _____ Date: _____

C. Position of Grievant: _____

Signature: _____ Date: _____

Step IV

A. Date received by Board of Education: _____

B. Disposition by Board of Education: _____

Signature: _____ Date: _____

C. Position of Grievant: _____

Signature: _____ Date: _____

Step V

A. Date submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Note: If additional space is needed in reporting any step, attach additional sheets.

Tyrone Area School District

Overview of PPOBlue Medical Plan

Non-Grandfathered

BENEFIT	PPOBlue Medical Plan	
	In-Network ¹	Out-of-Network ^{1,2}
Policy Provisions		
Benefit Period	July 1 - June 30	
Contract Year Deductible (Individual/Family) ³	\$750 / \$1,500	\$1,500 / \$3,000
Coinsurance (The Plan Pays): ³	100% after deductible	80% after deductible
Annual Out-of-Pocket Maximum (Individual/Family) ³	Not Applicable <i>Does not apply when the in-network co-insurance is 100% after deductible</i>	\$1,000 / \$2,000 ⁴ (not including deductibles) (not including balance billing)
Total Maximum Out-of-Pocket (Individual/Family) ⁵ (Includes medical and prescription drug deductible, coinsurance, & copays)	\$6,350 / \$12,700	Not Applicable
Lifetime Maximum per Person	Unlimited	
Dependent Eligibility	Dependents to Age 26	
Precertification Requirements	Yes (provider responsibility)	Yes ⁶
Preventive Care Services		
Routine Physical Exams (adult & pediatric)	100% (deductible does not apply)	Not Covered
Routine Annual Gynecological Exams, Including PAP Test	100% (deductible does not apply)	80% (deductible does not apply)
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Childhood Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms - Routine	100% (deductible does not apply)	80% after deductible
Colorectal Cancer Screening - Routine	100% (deductible does not apply)	80% after deductible
Hospital / Physician Services		
Physician Office Visits	100% after \$25 copay per visit	80% after deductible
Specialist Office Visits	100% after \$25 copay per visit	80% after deductible
Maternity Care (facility & professional)	100% after deductible	80% after deductible
Inpatient Hospital Services	100% after deductible	80% after deductible
Outpatient Hospital Services	100% after deductible	80% after deductible
Medical/Surgical Services (except office visit)	100% after deductible	80% after deductible
Diagnostic Services Advanced Imaging (MRI, CAT Scan, PET Scan, etc)	100% after \$30 copay per date of service per provider	80% after deductible
Basic Diagnostic Services (Standard Imaging, Diagnostic Medical, Lab/Pathology, Allergy Testing)	100% after \$30 copay per date of service per provider	80% after deductible
Mammograms - Medically Necessary	100% (deductible does not apply)	80% after deductible
Colorectal Cancer Screening - Medically Necessary	100% (deductible does not apply)	80% after deductible
Allergy Extracts	100% after \$20 copay	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Emergency Services		
Emergency Room Services ⁷	100% after \$100 copay per visit (waived if admitted) <i>Notes: If inpatient admission occurs, deductible will apply. If outpatient observation occurs, copay will apply.</i>	
Ambulance	100% after deductible	
Therapy Services		
Spinal Manipulation Services	100% after \$30 copay per visit	80% after deductible
	<i>Notes: 1) Specialist office visit copay may apply, if an office visit is billed. 2) If your chiropractor bills for physical therapy services as well as spinal manipulation services, copays will also apply to the physical therapy services.</i>	
	<i>Combined Limit: 20 visits per benefit period</i>	
Physical, Speech & Occupational Therapy Services	100% after \$10 copay per visit <i>Specialist office visit copay may apply, if an office visit is billed.</i>	80% after deductible
Cardiac Rehabilitation, Chemotherapy, & Dialysis Treatment	100% after deductible	80% after deductible
Infusion & Radiation Therapy Services	100% after deductible	80% after deductible
Respiratory Therapy Services	100% after deductible	80% after deductible

Tyrone Area School District

Overview of PPOBlue Medical Plan

Non-Grandfathered

BENEFIT	PPOBlue Medical Plan	
	In-Network ¹	Out-of-Network ^{1,2}
Behavioral Health Services		
Mental Health - Inpatient	100% after deductible	80% after deductible
Mental Health - Outpatient	100% (deductible does not apply)	80% (deductible does not apply)
Substance Abuse - Inpatient Detoxification	100% after deductible	80% after deductible
Substance Abuse - Inpatient Rehabilitation	100% after deductible	80% after deductible
Substance Abuse - Outpatient Rehabilitation	100% (deductible does not apply)	80% (deductible does not apply)
Other Services		
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Enteral Formulae	100% (deductible does not apply)	80% (deductible does not apply)
Home Infusion Therapy	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Hospice Care	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment ⁸	100% after deductible	80% after deductible
Orthotics	100% after deductible	80% after deductible
Pediatric Extended Care Services	100% after deductible	80% after deductible
<i>Combined Limit: 100 days per benefit period</i>		
Private Duty Nursing	100% after deductible	80% after deductible
Prosthetics	100% after deductible	80% after deductible
Skilled Nursing Facility	100% after deductible	80% after deductible
Prescription Drugs		
Prescription Drug Deductible	\$25 per person per benefit period Combined retail and mail order Deductible must be satisfied before copays apply	
Prescription Drugs (Retail)	\$0 generic / \$35 brand formulary / \$50 brand non-formulary copays Up to a 30 day supply National Plus Pharmacy Network Choice Formulary with Soft Mandatory Generic Provision ⁹	
Prescription Drugs (Mail)	\$0 generic / \$35 brand formulary / \$50 brand non-formulary copays Up to a 90 day supply Choice Formulary with Soft Mandatory Generic Provision ⁹	

¹ 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.

² Precertification may be required for services rendered by non-participating or out-of-network providers.

³ Does not apply to prescription drug benefits.

⁴ Non-participating providers or those who are not in the Highmark network can bill members for the difference between the amount that the non-participating provider bills and the payment Highmark will make for the covered services that are performed by the non-participating provider. This is referred to as balance billing and the member's liability is not limited by the health plan. Balance billing liabilities are above and beyond the out-of-pocket maximum listed on this benefit grid.

⁵ The in-network total maximum out-of-pocket as mandated by the federal government must include medical and prescription drug deductible, coinsurance, & copays.

⁶ HMS must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Some facility providers will contact HMS and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting HMS for precertification. If not, you are responsible for contacting HMS. 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 incurred.

⁷ Emergency service is any health care service provided to a member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: a) placing the health of the member, or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; b) serious impairment to bodily functions; or c) serious dysfunction of any bodily organ or part.

⁸ 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.

⁹ Under the Soft Mandatory Generic Provision, the member is responsible for the payment differential when a generic drug is available and the patient elects to purchase a brand name drug. The member payment is the price difference between the generic and the brand name, in addition to copayment or coinsurance amounts which apply.

Tyrone Area School District

Overview of PPOBlue Qualified High Deductible Health Plan Non-Grandfathered

BENEFIT	PPOBlue Qualified High Deductible Health Plan	
	In-Network Care ¹	Out-of-Network Care ^{1,2}
Policy Provisions		
Benefit Period	July 1 - June 30	
Benefit Period Deductible ³ (Employee Only Plan / Family Plan)	\$1,500 / \$3,000 Applies to Medical and Prescription Drug Benefits	
Co-Insurance (The Plan Pays:)	100% after deductible	80% after deductible
Annual Out-of-Pocket Maximum (Employee Only Plan / Family Plan)	Not Applicable <i>Does not apply when the in-network co-insurance is 100% after deductible</i>	\$1,500 / \$3,000 ⁴ (not including deductibles) (not including balance billing)
Total Maximum Out-of-Pocket (Employee Only Plan/Family Plan) ⁵ (Includes medical and prescription drug deductible, coinsurance, & copays)	\$1,500 / \$3,000	Not Applicable
Lifetime Maximum Per Person	Unlimited	
Dependent Eligibility	Dependents To Age 26	
Precertification Requirements	Yes (provider responsibility)	Yes ⁶
Preventive Care Services		
Routine Physical Exams (adult & pediatric)	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including PAP Test	100% (deductible does not apply)	80% (deductible does not apply)
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Childhood Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms - Routine	100% (deductible does not apply)	80% after deductible
Colorectal Cancer Screening - Routine	100% (deductible does not apply)	80% after deductible
Hospital / Physician Services		
Physician Office Visits	100% after deductible	80% after deductible
Specialist Office Visits	100% after deductible	80% after deductible
Maternity Care (facility & professional)	100% after deductible	80% after deductible
Inpatient Hospital Services	100% after deductible	80% after deductible
Outpatient Hospital Services	100% after deductible	80% after deductible
Medical/Surgical Services (except office visits)	100% after deductible	80% after deductible
Diagnostic Services Advanced Imaging (MRI, CAT Scan, PET Scan, etc)	100% after deductible	80% after deductible
Basic Diagnostic Services (Standard Imaging, Diagnostic Medical, Lab/Pathology, Allergy Testing)	100% after deductible	80% after deductible
Mammograms - Medically Necessary	100% after deductible	80% after deductible
Colorectal Cancer Screening - Medically Necessary	100% after deductible	80% after deductible
Allergy Extracts	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Emergency Services		
Emergency Room Services ⁷	100% after deductible	
Ambulance	100% after deductible	80% after deductible
Therapy Services		
Spinal Manipulation Services	100% after deductible	80% after deductible
	<i>Combined Limit: 20 visits per benefit period</i>	
Physical Therapy Services	100% after deductible	80% after deductible
Speech & Occupational Therapy Services	100% after deductible	80% after deductible
Cardiac Rehabilitation, Chemotherapy, & Dialysis Treatment	100% after deductible	80% after deductible
Infusion & Radiation Therapy Services	100% after deductible	80% after deductible
Respiratory Therapy Services	100% after deductible	80% after deductible

Tyrone Area School District

Overview of PPOBlue Qualified High Deductible Health Plan Non-Grandfathered

BENEFIT	PPOBlue Qualified High Deductible Health Plan	
	In-Network Care ¹	Out-of-Network Care ^{1,2}
Behavioral Health Services		
Mental Health - Inpatient	100% after deductible	80% after deductible
Mental Health - Outpatient	100% after deductible	80% after deductible
Substance Abuse - Inpatient Detoxification	100% after deductible	80% after deductible
Substance Abuse - Inpatient Rehabilitation	100% after deductible	80% after deductible
Substance Abuse - Outpatient Rehabilitation	100% after deductible	80% after deductible
Other Services		
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Enteral Formulae	100% after deductible	80% after deductible
Home Infusion Therapy	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Hospice Care	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment ⁸	100% after deductible	80% after deductible
Orthotics	100% after deductible	80% after deductible
Pediatric Extended Care Services	100% after deductible	80% after deductible
	<i>Combined Limit: 100 days per benefit period</i>	
Private Duty Nursing	100% after deductible	80% after deductible
Prosthetics	100% after deductible	80% after deductible
Skilled Nursing Facility	100% after deductible	80% after deductible
Prescription Drugs		
Prescription Drug (Retail)	100% after deductible ⁹ Up to a 31 day supply National Plus Pharmacy Network Open Formulary	
Prescription Drug (Mail Order)	100% after deductible ⁹ Up to a 90 day supply Open Formulary	

¹ 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.

² Precertification may be required for services rendered by out-of-network providers.

³ Deductible is determined by the IRS and subject to change.

⁴ Non-participating providers or those who are not in the Highmark network can bill members for the difference between the amount that the non-participating provider bills and the payment Highmark will make for the covered services that are performed by the non-participating provider. This is referred to as balance billing and the member's liability is not limited by the health plan. Balance billing liabilities are above and beyond the out-of-pocket maximum listed on this benefit grid.

⁵ The in-network total maximum out-of-pocket as mandated by the federal government must include medical and prescription drug deductible, coinsurance, & copays. If you are enrolled as an individual, the deductible, and Total Maximum Out-of-Pocket for the "Employee Only" plan apply. If you are enrolled in a "Family" plan, the entire family deductible and Total Maximum Out-of-Pocket apply.

⁶ HMS must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Some facility providers will contact HMS and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting HMS for precertification. If not, you are responsible for contacting HMS. 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 incurred.

⁷ Emergency service is any health care service provided to a member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: a) placing the health of the member, or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; b) serious impairment to bodily functions; or c) serious dysfunction of any bodily organ or part.

⁸ 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.

⁹ 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.