

SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street
Center Valley, Pennsylvania 18034

WAGE & BENEFIT POLICY For CUSTODIAL, MAINTENANCE And CLEANING STAFF

~~20132016-20162019~~

TABLE OF CONTENTS

| | | |
|-------|---|----|
| I. | Duration of Policy----- | 1 |
| II. | Covered Classifications----- | 1 |
| III. | Hours of Work----- | 1 |
| | a. Overtime----- | 2 |
| | b. Call In Pay----- | 2 |
| | c. Hours Limitations----- | 2 |
| | d. Breaks----- | 2 |
| IV. | Complaint Procedure----- | 2 |
| V. | Seniority----- | 5 |
| | a. Furloughs----- | 5 |
| VI. | Wages----- | 6 |
| | a. Special Qualifications----- | 6 |
| VII. | Temporary Assignments----- | 7 |
| VIII. | Paid Time Off----- | 7 |
| | a. Holidays----- | 7 |
| | b. Vacation----- | 9 |
| | c. Personal Days----- | 10 |
| | d. Emergency Days----- | 10 |
| | e. Sick Leave----- | 11 |
| | f. Bereavement/Funeral Leave----- | 11 |
| IX. | Unpaid Time Off (Leaves of Absence)----- | 12 |
| X. | Insurance Benefits----- | |
| | a. Life Insurance----- | 13 |
| | b. Health Insurance----- | 13 |
| | c. Dental Insurance----- | 14 |
| | d. Disability Insurance----- | 14 |
| | e. Vision Care Program----- | 14 |
| | f. Prescription Plan----- | 15 |
| | g. Employee Contribution to benefit premiums----- | 15 |
| XI. | Severance Benefits----- | 15 |
| XII. | Miscellaneous----- | |
| | a. Travel Reimbursement----- | 16 |
| | b. Tax Sheltered Annuities----- | 16 |
| | c. Savings Bond Deductions----- | 16 |
| | d. Probationary Period----- | 16 |

| | |
|---------------------------------------|----|
| e. Unsafe & Hazardous Conditions----- | 16 |
| f. Just Cause----- | 17 |
| g. Uniforms----- | 17 |
| h. Tuition Reimbursement----- | 17 |
| XIII. Addendum----- | 17 |

CUSTODIAL, MAINTENANCE & CLEANING STAFF WAGE & BENEFIT POLICY

I. I. DURATION OF POLICY

This Policy shall become effective on July 1, 2013-2016 and remain in full force and effect through June 30, 20162019.

I. II. COVERED CLASSIFICATIONS

- a. a. Custodial Staff
 - i. i. Lead Custodian
 - ii. ii. Custodian
- a. b. Maintenance Staff
 - i. i. Lead HVAC Maintenance
 - ii. ii. HVAC Maintenance
 - iii. iii. Maintenance Carpenter
 - iv. iv. Material Handler
 - v. v. Lead Groundskeeper
- a. c. Cleaning Staff
 - i. i. Cleaning Person

i. III. HOURS OF WORK

The payroll work week shall start at 12:00 am Sunday and continue until 11:59pm Saturday.

Work days for Custodial and Maintenance staff shall consist of 8 hours, with a 30-minute unpaid lunch and two (2) 10-minute breaks.

The normal work year shall not exceed two hundred and sixty-two days (262). The normal work week shall consist of five (5) consecutive eight (8) hour days, not to include both a Saturday and Sunday in the scheduled week, although a Saturday or

Sunday alone could be scheduled as a part of the five (5) consecutive days.

Cleaning Staff shall work five (5) 4.5-hour days per week, up to 10-months of the year.

Cleaning Staff shall not be scheduled to work in any capacity for more than 29 hours per week.

Effective January 1, 2014, Cleaning Staff hired as temporary summer employees may not exceed 29 working hours per week.

- **a. Overtime**

Custodial and Maintenance Staff: All hours worked in excess of eight (8) hours per day, forty (40) hours per week, shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate. There shall be no pyramiding of overtime.

- **b. Call-In-Pay**

When a Custodial or Maintenance employee is required to report to work for an emergency call in, he or she shall be paid for a minimum of two (2) hours. Overtime may apply as outlined in section III.a. In any case, the employee is guaranteed two hour's work when required to report for an emergency call-in. This provision does not apply to inclement weather overtime situations.

- **c. Hours Limitations**

At no time will any employee included as a party to this Policy be scheduled or allowed to accept multiple positions within the District such that their total hours per week would regularly exceed 40.

Staff included as a party to this Policy who are regularly scheduled to work 29 hours per week or less will at no time be scheduled or allowed to work another District position such that the total of hours per week exceeds 29, unless expressly approved in advance by the Board of School Directors.

- **d. Breaks**

Custodial and Maintenance employees shall receive two (2) ten (10) minute breaks; one (1) in the first 4 hours of the shift and one (1) in the second four hours of the shift, as scheduled by their supervisor.

Cleaning Staff shall receive one (1) ten (10) minute break as scheduled by their supervisor.

i. **IV. COMPLAINT PROCEDURE**

Recognizing that reconciliation and disposition of complaints is in the best interests of the school children and the general public whom both employer and employees serve, all complaints which may arise out of the interpretation of the provisions of this Policy shall be resolved as expeditiously as possible in accordance with the following procedure.

Step 1. Any employee initiating a complaint shall present the complaint to the appropriate Supervisor within ten (10) working days of the occurrence. The Supervisor shall reply to the complaint within ten (10) working days.

Step 2. If the answer is not satisfactory to the complainant the employee shall then submit the complaint, in writing on the appropriate form, to the Director of Support Services within ten (10) working days after the initial answer. The Director of Support services shall reply in writing to the employee with respect to such complaint within ten (10) workdays after receipt of the written complaint.

Step 3. If the complaint is not resolved by Step 2 to the satisfaction of the employee, the complaint may be referred to the Superintendent or to his/her designated representative within ten (10) workdays following the Director of Support Services' reply. The Superintendent or his/her designated representative shall reply, in writing, to the employee with respect to such complaint within ten (10) workdays after the matter has been referred to him/her.

The Superintendent or his/her designated representative must provide the employee an opportunity to present the complaint if the employee requests it.

Step 4. If the complaint is not resolved by Step 3 to the satisfaction of the employee, the complaint may be referred to the Board of Education at its first regular meeting occurring ten (10) workdays or more after the Superintendent's reply. The Board of Education shall reply, in writing, to the employee within ten (10) workdays following the meeting at which the complaint has been referred.

Extensions to the time periods above may be mutually agreed upon.

COMPLAINT FORM

EMPLOYEE'S NAME _____ DATE PRESENTED _____

SCHOOL _____ SUPERVISOR _____

STATEMENT OF COMPLAINT:

ACTION REQUESTED:

SIGNATURE OF EMPLOYEE _____

DECISION

DECISION:

REASONS FOR DECISION:

DATE OF DECISION: _____

SIGNATURE OF REPLYING ADMINISTRATOR

i. V. SENIORITY

Seniority shall be defined as the length of an employee's continuous service with the employer.* All seniority shall be computed from the employee's most recent date of hire.

All seniority rights shall be lost and an employee shall be deemed terminated under the following circumstances:

- 1. Quits or resigns
- 2. Is discharged for just cause
- 3. Does not return to work after five (5) days notice of recall after a layoff
- 4. Is absent and working elsewhere
- 5. Is absent three (3) consecutive scheduled working days without the employer's authorization
- 6. Fails or refuses to return to work as required after termination of a leave of absence, unless an extension of leave has been granted or request made no less than forty-eight (48) hours prior to expiration of the leave.

Custodial and Maintenance staff shall be granted seniority after a period of six months. Cleaning staff shall be granted seniority after working 1,000 hours. During this period, the employee's performance will be regularly assessed and evaluated. Should an employee be evaluated during this probationary period as unsatisfactory in terms of performance, attendance, or other measurement, immediate termination may occur.

A seniority list by job classification shall be provided upon request.

a. Furloughs

Should a layoff or furlough be necessary, the Board will retain the employee with the most seniority*, provided the employee has the ability to do the necessary work. The capability of the employee to do the necessary work will be determined by the Superintendent or his/her designee.

Recall of laid off employees shall be made by classification in order of seniority*, i.e. the last person laid off shall be the first person recalled to work.

Employees with less than two (2) years service shall retain seniority for recall purposes for six (6) months.

Employees with over two (2) years service shall retain seniority for recall purposes for one (1) year.

Laid off employees must promptly notify the administration of a change of address. Notification of availability for recall must be made on a 6-month basis.

*as defined by uninterrupted service from the first day an employee begins work for the Southern Lehigh School District within that job classification as opposed to the date official action was taken by the School

Board, as recorded in the minutes of that Board meeting.

i. **VI. WAGES (Hourly rate shown)**

| Employee Category | 7/1/2013 | 7/1/2014 | 7/1/2015 | 7/1/16 |
|---|--------------------|--------------------|-----------------|--------|
| HVAC Maintenance Staff | | | | +2.75% |
| Hired to position prior to 7/1/96 | \$29.34 | \$29.93 | \$30.68 | |
| Hired to position on or after 7/1/96 ¹ | \$26.47 \$29.34 | \$27.00 \$29.93 | \$27.68-\$30.68 | |
| Custodial Staff | | | | |
| Hired to position prior to 7/1/96 | \$22.58 | \$23.03 | \$23.61 | 24.26 |
| Hired to position on or after 7/1/96 | \$19.36 | \$19.75 | \$20.24 | 20.80 |
| Cleaning Staff | \$15.23 | \$15.53 | \$15.92 | 16.36 |
| Material Handler | | | | |
| Hired to position prior to 7/1/96 | \$22.91 | \$23.37 | \$23.95 | 24.61 |
| Hired to position on or after 7/1/96 | \$19.68 | \$20.07 | \$20.57 | 21.14 |
| Lead Groundskeeper | \$25.66 | \$26.17 | \$26.82 | 27.56 |
| Maintenance Carpenter | \$25.33 | \$25.84 | \$26.49 | 27.22 |
| Substitute Custodian | \$14.41 | \$14.70 | \$15.07 | 15.48 |

¹Exact hourly wage rate to be determined by the Board based upon the individual's skills and experience.

Custodial and Maintenance staff who have worked thirty years in the District shall receive a one-time stipend of \$1000. The stipend shall be paid immediately after attaining the years of service as required.

Lead Custodians may be designated by the Director of Support Services. It is intended that Lead Custodians assume primary responsibility for contact with organizations using District facilities after normal school hours. Lead custodians at the High School will be paid an additional \$1.00 per hour during their designated period of selection. Lead Custodians at the Intermediate and Middle Schools will be paid an extra \$.25 per hour. These additional amounts shall be in the form of a true differential and shall not be

folded into the base rate.

- **a. Special Qualifications**

In situations that are approved by the Superintendent where the District requires an employee to maintain a special license, certificate or skills set that is outside the normal accepted parameters of their job, that employee shall be compensated for such a consideration by the increase of their hourly wage such that the employee's pay would be increased by \$1.00 per hour while holding

the required license, certificate or skills set. Such licenses, skills sets or certificates may include, for example, plumbing training, small engine repair training, water/sewage plant operation, and other specialized training which is designated and required by the District, for the period specified by the District.

Those employees who are required to substitute for primary licensees (and who must possess a current license to do so) will have their hourly rate increased by an amount equal to ½ the amount specified above while holding the required license, certificate or skills set.

- **b. Temporary Assignments**

Any regular employee temporarily assigned and designated as a Custodian or Maintenance worker by the Director of Support Services shall receive their regular rate of pay for the first five (5) workdays. If the assignment lasts beyond five (5) workdays the employee shall be compensated at the rate of pay of the higher rated job retroactive to the time the assignment took place.

Regular Custodians who are asked to assume the responsibility of Head Custodian for a period of more than five (5) consecutive days shall be paid the lowest rate of the Head Custodial position for that building for the period of substitution.

An employee who moves into a temporary assignment as above involving special qualifications as previously detailed under Section VI.(a) will be paid the higher base rate of the employee they are filling in for along with the continuation of the additional \$0.50 per hour they receive for holding the required license, certificate or skills set.

- i. **VII. PAID TIME OFF**

Supervisory approval is required for the scheduling of vacation and personal days,

especially those requested immediately before and after a holiday.

Under no circumstances may an employee exceed 100% of regular pay while using accrued paid time off.

For purposes of this policy, an active employee is an employee who is not on an unpaid leave of absence, workers compensation, or disability.

- a. Holidays**

Twelve (12) month active custodial and maintenance staff who regularly work 25 or more hours per week shall receive paid holidays as follows:

| | | Holiday | Date Observed 2016-2017 | Date Observed 2017-2018 | Date Observed 2018-2019 |
|--|--|------------------|----------------------------|----------------------------|----------------------------|
| | | Independence Day | July 4, 2016 | July 4, 2017 | July 4, 2018 |
| | | Labor Day | September 5, 2016 | September 4, 2017 | September 3, 2018 |
| | | Thanksgiving | November 24, 2016 | November 23, 2017 | November 22, 2018 |

| Holiday | Date Observed 2016-2017 | Date Observed 2017-2018 | Date Observed 2018-2019 |
|--|----------------------------|----------------------------|----------------------------|
| Day after Thanksgiving | November 25, 2016 | November 24, 2017 | November 23, 2018 |
| Monday after Thanksgiving | November 28, 2016 | November 27, 2017 | November 26, 2018 |
| Christmas Eve | December 24, 2016 | December 24, 2017 | December 24, 2018 |
| Christmas Day | December 25, 2016 | December 25, 2017 | December 25, 2018 |
| Day Between Christmas and New Years Eve during each of the school years, to be announced by the District | | | |
| New Year's Eve | December 31, 2016 | December 31, 2017 | December 31, 2018 |
| New Year's Day | January 1, 2017 | January 1, 2018 | January 1, 2019 |
| President's Day (Fri.) | February 17, 2017 | February 16, 2018 | February 15, 2019 |
| President's Day (Mon.) | February 20, 2017 | February 19, 2018 | February 18, 2019 |
| Good Friday | April 14, 2017 | March 30, 2018 | April 19, 2019 |
| Easter Monday | April 17, 2017 | April 2, 2018 | April 22, 2019 |
| Memorial Day | May 29, 2017 | May 28, 2018 | May 27, 2019 |

| | | | |
|--|--|--|--|
| Floater (Employee's Choice) *must be taken in a full day increment | | | |
|--|--|--|--|

These days are subject to change by the employer based upon the school calendar and events necessitating the alteration of the school calendar or work schedule. Examples may include, but are not limited to, inclement weather and use of facilities by school and non-school groups.

Generally speaking, holidays that fall on a Saturday may be celebrated on a Friday, and those that fall on a Sunday may be celebrated on a Monday.

Any employee who is absent without leave or reasonable excuse, either on the workday before or the workday following a holiday will forfeit the holiday pay.

Any employee who is on an unpaid leave of absence, workers compensation, or disability leave will forfeit the holiday pay.

A holiday shall be paid at the employee's regular hourly rate times their regularly scheduled hours per day.

If an employee is required to work on a holiday, the employee would be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for the actual hours worked plus holiday pay at the employee's regular hourly rate times their regularly scheduled hours per day. Upon mutual consent of both parties, the employee may opt

to be given time off from another scheduled workday(s) that is equal to one and one-half (1½) times the number of hours actually worked on the holiday rather than receive payment for the time worked.

Active Cleaning Staff shall receive four (4) paid holidays at their normal rate of pay proportionate to their normal number of daily hours. Those holidays shall be:

| Observed Holiday | 2013-20142016-2017 | 2014-20152017-2018 | 2015-20162018-2019 |
|------------------|-----------------------------------|----------------------------------|-----------------------------------|
| Thanksgiving | November 28, 2013Nov. 24, 2016 | November 27, 2014Nov.23, 2017 | November 26, 2015Nov. 22, 2018 |

| | | | |
|----------------|----------------------------|--------------------------|----------------------------|
| Christmas Eve | December 24, , 20162013 | December 24, 20172014 | December 24, 20182015 |
| Christmas Day | December 25, 20132016 | December 25, 20142017 | December 25, 2015, 2018 |
| New Year's Day | January 1, 20142017 | January 1, 20152018 | January 1, 20162019 |

• **b. Vacation**

Custodial and Maintenance Staff - Active twelve (12) month employees who regularly work 25 hours or more per week shall be granted vacation for the fiscal year in which hired as follows:

| Month of Hire | Vacation Days Granted for fiscal year in which hired |
|-------------------|---|
| July/August | 10 days |
| September/October | 8 days |
| November/December | 6 days |
| January/February | 4 days |
| March/April | 2 days |
| May/June | 0 days |

At the beginning of each year (July 1st), the vacation granted for the fiscal year will be as follows:

| Completed Fiscal Years of Service as of June 30th | Number of Vacation Days Granted July 1st |
|---|--|
| 2 years or less | 10 days |
| 3 years | 11 days |
| 4 years | 12 days |
| 5 years | 13 days |
| 6 years | 14 days |
| 7 years | 15 days |

| Completed Fiscal Years | Number of Vacation |
|------------------------|--------------------|
|------------------------|--------------------|

| of Service as of June 30th | Days Granted July 1st |
|----------------------------|-----------------------|
| 10 years | 16 days |
| 11 years | 17 days |
| 12 years | 18 days |
| 13 years | 19 days |
| 14 or more years | 20 days |

For Custodial and Maintenance staff, a vacation day shall be paid at the employee's regular hourly rate times their regularly scheduled daily hours.

Employees are not eligible to take vacation days for the first thirty (30) days of employment.

Employees shall be able to carry up to two (2) vacation days into the following year. Up to 2 days will be carried over automatically.

- **c. Personal days**

At the beginning of each fiscal year, Custodial and Maintenance active employees shall receive two (2) personal days of leave with unlimited accrual. Requests for leave must be submitted to the employee's supervisor (Director of Support Services) via the employee portal. A maximum of five (5) days may be taken in any fiscal year. Such absence, when approved by the supervisor, shall be without loss to wages. Approval by the supervisor shall not be unreasonably withheld provided such leave does not interfere with the efficient operation of the school. The award of these days will be pro-rated for those employees beginning employment after the start of the fiscal year.

All active Cleaning Staff shall be entitled to one (1) personal day to be paid at their normal rate of pay proportionate to their normal number of daily hours. Award of personal days will be pro-rated for the fiscal year in which the employee is hired.

- **d. Emergency Days**

Any active employee, during the course of the year, may be eligible for up to two (2) emergency days of leave without loss of wages. For the purpose of this clause, the day will begin at 8:00 p.m. preceding the work day for which the emergency day is being used.

An emergency day is a day upon which some unforeseen happening occurs which calls for immediate action such as, but not limited to: (a) immediate family illness requiring hospitalization or doctor's care, (b) accidents occurring either personally or within the immediate family, (c) fire, (d) flood, or any other unforeseen happening which can be

construed as an emergency. Immediate family is defined, for the purposes of (a) as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, grandparent, near relative who resides in the same household, or any person with whom the person has made his/her home. As emergencies cannot be predicted prior to their occurrence, it shall be the responsibility of the employee making the request to forward the request for the emergency day's leave to the district superintendent via the employee portal within five (5) working days for approval, including an explanation of the circumstances initiating the request.

An emergency day shall be paid at the employee's normal rate of pay proportionate to their normal number of daily hours.

- **e. Sick Leave**

Custodial and Maintenance Staff - Active 12 month employees who regularly work 25 or more hours per week will be granted twelve (12) days of sick leave per year to be used for either personal or family illness. If not used these days will accumulate and may be used for personal illness in successive years.

Cleaning Staff will be granted five (5) sick days per year to be used for either personal or family illness. If not used these days will accumulate and may be used for personal illness in successive years.

For purposes of this section, "family" shall be defined as father, mother, husband, wife, son, daughter, near relative who resides in the same household, or any person with whom the person has made his/her home.

The employer may require a signed doctor's excuse at any time for sick leave absence.

On the third consecutive day of absence, an employee must contact the Human Resources Administrator by telephone at 610-282-3121 x5215 or leave him/her a message.

The use of five (5) consecutive sick leave days will automatically require submission of

a doctor's excuse to return to work.

- **f. Bereavement/Funeral Leave Custodial and Maintenance Staff:**

- a. Bereavement / Funeral Leave

Whenever an active Custodial or Maintenance employee excluding seasonal or substitute classifications, shall be absent from duty to arrange, to attend and/or to travel to funeral or memorial services for a member of the

immediate family of the employee, there shall be no deduction in the wages of the employee for an absence or absences not in excess of five (5) consecutive working days within a period of ten (10) days of the death. This inclusionary period may be extended with the approval of the Superintendent. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandfather, grandmother, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death or any step-relative corresponding to those immediate family members named above. "Step-relative" shall be defined as one of the above-listed family members genetically related to an employee's spouse from a previous relationship, or an adopted person of an employee's spouse from a previous relationship.

~~Whenever an active Custodial or Maintenance Employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in the wages of said employee for an absence not in excess of five (5) consecutive workdays to arrange, to attend, and/or to travel to the funeral or memorial services within a period of ten (10) days of the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-~~

~~in-law, grandmother, grandfather, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death.~~

Whenever an active Custodial or Maintenance Employee shall be absent from duty because of death of a near relative of said employee, there shall be no deduction in the wages of said employee for an absence not to exceed two (2) consecutive workdays to arrange, to attend, and/o to travel to the funeral or memorial services within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law brother-in-law or sister-in-law.

Cleaning Staff:

Whenever an active Cleaning Employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in the wages of said employee for an absence not in excess of two (2) consecutive workdays to arrange, to attend, and/or to travel to the funeral or memorial services within a period of ten (10) days of the death. This inclusionary period may be extended with the approval of the Superintendent. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandfather, grandmother, grandchild, near relative who resides in the same household or any person with whom the employee was living at the time of death or any step-relative corresponding to those immediate family members named above. "Step-relative" shall be defined as one of the above-listed family members genetically related to an employee's spouse from a previous relationship, or an adopted person of an employee's spouse from a previous relationship. ~~Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandmother, grandfather, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death.~~

Whenever an active Cleaning Employee shall be absent from duty because of death of a near relative of said employee, there shall be no deduction in the wages of said employee for an absence not to exceed one (1) workday to arrange, to attend, and/or to travel to the funeral or memorial services within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Employees may be asked to submit documentation of these incidents for payroll purposes.

i. VIII. UNPAID TIME OFF

Childrearing Leave

The Employer shall grant unpaid Childrearing Leave to any Custodial or Maintenance employee in accordance with the provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended, and other applicable state and federal laws and/or regulations. A verifying physician's statement shall be required by the Employer and must be attached to the employee's written request for childrearing leave. The Employer, at its expense will provide the employee on Childrearing Leave, subject to the approval and limitations of the insurance carriers continued coverage of term life and medical insurance benefits through the end of the month during which childbearing disability ends.

The Employer shall grant unpaid Childrearing Leave to any employee for up to six (6) months. Childrearing Leave shall commence on the day following the end of the disability related to the pregnancy period or, in the case of adoption, on the day of

adoption. The Employer will, subject to the approval and limitations of the carrier, maintain the Custodial or Maintenance employee on childrearing leave in the insurance groups for term life insurance and medical insurances provided that the employee remits to the Business Office the amount of the billing for the employee's coverage within thirty (30) days of receipt of said bill. Failure to remit such payments in a timely fashion may result in loss of coverage.

The employee shall notify the Superintendent, in writing, of their intention to return to work. In case of childbirth such notification must be submitted immediately upon release to return to work by the physician. In case of adoption the employee must notify the Superintendent, in writing, of their intention to return to work within sixty (60) days from the date of adoption.

A physician's note stating that the employee is fit to return must be attached to the notification. An employee may return sooner if approved by the Superintendent.

Childrearing Leave is not available for Cleaning Staff.

i. IX. INSURANCE BENEFITS

All benefits in each category of this section will be paid according to the terms of the insurance contract in force at the time of the claim. Only those Custodial and Maintenance employees

working 25 hours or more per week will be eligible for the benefits in this section.

- **a. Life Insurance**

Custodial and Maintenance staff regularly working 25 hours per week or more shall be covered by a death benefit of \$50,000 with an equal amount of additional accidental death and dismemberment protection without cost to the employee.

If an employee regularly working 25 hours per week or more is over age 70 on the effective date of his insurance, the amount of Life Insurance and the Accidental Death and Dismemberment Insurance for such employee shall be 50% of the amount for which he would otherwise be eligible in accordance with this schedule.

For an employee regularly working 25 hours per week or more under age 70, the amount of Life Insurance and the Accidental Death and Dismemberment Insurance shall be reduced by 50% upon the attainment of his 70th birthday.

- **b. Health Insurance**

For Custodial and Maintenance staff regularly working 30 hours per week or more, a choice of the Lehigh County School Consortium Plans (PPO 4, PPO 6), PPO 7) or their equivalents, including eligible dependents as defined in said Plans and who, as a person other than the head of the household, is not fully covered under another plan with similar or better benefits and the cost of which is paid by another employer.

The District may, at its discretion, offer additional plans to be available, if offered on a voluntary basis. Professional employees, eligible for such District group coverage, shall have a seminar/workshop presented by the provider(s) of these alternate programs prior to a designated open enrollment period. The employee may voluntarily change from the indemnity medical insurance during this open enrollment period and must remain in this alternate program until the next enrollment period. The employee may, after that one year period, and during subsequent enrollment periods, return to the group indemnity medical insurance without pre-existing condition(s). The exception to this, for any of the programs, would be if the professional employee experiences any family status change (a "qualifying event") during the plan year. This employee may re-enroll, after providing proof of the family status change(s), (i.e. Marriage, Divorce, Death of a dependent, Birth or adoption, etc.) into the other medical insurance program.

~~the Employer shall offer a benefit package including hospitalization, medical-surgical, major medical, dental, and prescription drug coverage, subject to the applicable employee premium contribution provision in Section IX.(g). The employer may also offer a managed care Plan. Employees and their eligible dependents (as defined in the current plans) may be covered.~~

~~The major medical plan shall have unlimited coverage with a disappearing co-insurance provision at \$2,000, and a \$250/\$500 deductible.~~

Election of any change in dependent coverage shall be made in writing during the District's open enrollment period each year, or within thirty (30) days of any qualifying event. Payments:

shall be made through payroll deductions each month.

At the Board's discretion, a managed care plan may replace the current indemnity program as the primary plan provided to the employees.

- **c. Dental Insurance**

The Employer shall offer a dental plan to Custodial and Maintenance staff regularly working 30 hours per week or more.

- **d. Disability Insurance**

Custodial and Maintenance staff regularly working 25 hours per week or more who become sick and disabled, or who become disabled as a result of an accident during the term of this policy shall, beginning with the thirty-first (31st) day of disability as defined in the insurance plan selected by the employer or the cessation of accumulated sick leave, whichever occurs later, be entitled to the sum of sixty per cent (60%) of their monthly wages up to a maximum of three thousand seven hundred and fifty dollars (\$3,750) per month while disabled, with a maximum benefit period in accordance with the plan document.

The above coverage shall be subject to the limitations of the insurance policy chosen by the Board of Education.

- **e. Vision Care Program**

The Employer shall make available a vision care program, which provides coverage for active Custodial and Maintenance employees regularly working 30 hours or more per week only (expenses for dependents are not covered). An employee may be reimbursed up to \$390.00 over the term of this Policy for an examination by a licensed vision care practitioner or for a change of frames or lenses. Reimbursement shall be made subsequent to the submission to the Business Office of a detailed, paid receipt for the examination and/or lenses or frames.

Once an employee has been reimbursed a total of \$390.00 for the costs of exams, glasses, and/or frames, the employee shall not be entitled to any additional reimbursement for such purchases for the balance of the term of this Policy. In order to be reimbursed for vision care, all receipts must be turned in to the Business Office while the employee is actively employed by the District, and no later than one year from the date of vision care.

- **f. Prescription Plan**

Employees participating in the medical plan shall be eligible to participate in the three-tier (10/30/55) prescription drug coverage as provided by the Lehigh County Consortium Prescription program or its equivalent for each member and his family including any dependents as prescribed by federal law subject to a co-pay up to:

\$55 per prescription for brand name prescriptions

\$10 per prescription for generic prescriptions

#30 per prescription for formulary brand prescriptions

The Employer shall offer to employees covered by the benefits program the Lehigh County School Consortium Mail Order Drug program or its equivalent at a co-pay up to:

\$100 per prescription for brand name prescriptions

\$20 per prescription for generic prescriptions

\$50 per prescription for formulary brand prescriptions

Employees participating in the medical plan shall be eligible to participate in the prescription drug program, which shall contain a \$30.00 brand name / \$5.00 generic point-of-service co-pay, and a \$60.00 brand name / \$10.00 generic mail order co-pay, for the period from July 1, 2013 through June 30, 2016.

• **g. Employee Contributions to Benefit Premiums**

a. Employee Contribution To Benefit Premiums

For the period from July 1, 2016 through June 30, 2019 employees electing coverage shall be required to contribute

the amounts below per month. Election of any change in dependent coverage shall be made in writing during the annual open enrollment period or within thirty (30) days of any qualifying event. Payments shall be made through payroll deduction. The amounts specified below shall be valid for the life of this Agreement.

| <i>Monthly Premium Share PPO 4</i> | <i>2016- 2017</i> | <i>2017-2018</i> | <i>2018-2019</i> |
|--|-----------------------|------------------|------------------|
| <i>S</i> | <i>\$25</i> | <i>\$25</i> | <i>\$35</i> |
| <i>P/C</i> | <i>\$50</i> | <i>\$60</i> | <i>\$80</i> |
| <i>P/CN</i> | <i>\$55</i> | <i>\$70</i> | <i>\$95</i> |
| <i>Couple</i> | <i>\$60</i> | <i>\$75</i> | <i>\$110</i> |
| <i>Family</i> | <i>\$75</i> | <i>\$85</i> | <i>\$110</i> |

| <i>Monthly Premium Share PPO 6</i> | <i>2016- 2017</i> | <i>2017-2018</i> | <i>2018-2019</i> |
|--|-----------------------|------------------|------------------|
| <i>S</i> | <i>\$5</i> | <i>\$10</i> | <i>\$10</i> |
| <i>P/C</i> | <i>\$10</i> | <i>\$15</i> | <i>\$20</i> |
| <i>P/CN</i> | <i>\$15</i> | <i>\$20</i> | <i>\$30</i> |
| <i>Couple</i> | <i>\$15</i> | <i>\$25</i> | <i>\$35</i> |
| <i>Family</i> | <i>\$20</i> | <i>\$30</i> | <i>\$40</i> |
| <i>Monthly Premium Share PPO 7</i> | <i>2016- 2017</i> | <i>2017-2018</i> | <i>2018-2019</i> |
| <i>S</i> | <i>\$0</i> | <i>\$0</i> | <i>\$0</i> |
| <i>P/C</i> | <i>\$0</i> | <i>\$0</i> | <i>\$5</i> |
| <i>P/CN</i> | <i>\$0</i> | <i>\$0</i> | <i>\$5</i> |
| <i>Couple</i> | <i>\$0</i> | <i>\$0</i> | <i>\$5</i> |
| <i>Family</i> | <i>\$0</i> | <i>\$0</i> | <i>\$5</i> |

~~For the period from July 1, 2013 through June 30, 2016, employees electing coverage shall be required to contribute toward that coverage on a monthly basis as follows:~~

| Single coverage | Dependent coverage |
|----------------------------|-------------------------------|
| \$16.00 | \$50.00 |

~~Deductions from payroll will be made the first two pays of each month. In a month with three (3) pays, no deduction will be made from the third pay of the month.~~

ACA Excise Tax:

In the event that a Plan creates a the need for ACA Excise Tax, the Excise Tax will be split evenly by the District and the bargaining unit members who receive benefits under the Plan.

XV. SEVERANCE

BENEFITS Custodial and

Maintenance Staff:

Upon retirement custodial and maintenance staff shall receive severance pay in the amount of thirty dollars (\$30.00) per unused sick day subject to the following conditions:

- a. The employee will have completed fifteen (15) years of service within the District.
- b. Prior to April 1st of the year retirement shall become effective; the employee shall submit a letter of retirement.
- c. The employee shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

Payment shall be made as an employer contribution into a 403(b) tax-sheltered annuity account, in accordance with IRC Section 403(b)(3). This account shall be established by the eligible Employee from the list of plans available from the District, prior to the District contribution. Failure to establish an account will result in forfeiture of the benefit. All Employees who have accumulated less than one thousand (\$1,000.00) dollars will receive cash compensation, and all others will receive the benefit in the form of a non- elective employer contribution to the employee's 403(b) account.

Payment of said severance pay will be made during the month of July following retirement, or no later than one month after the last day of employment, provided notice is given by April 1. If notice is given after April 1, payment will be made during the month of December of the same calendar year following retirement.

Cleaning Staff:

Upon retirement cleaning staff shall receive severance pay at the rate of ten dollars (\$10.00) per day for each day of unused sick leave, subject to the same three conditions and payment provisions as set forth above.

• XI. MISCELLANEOUS

a. a. Travel Reimbursement

When an employee is obliged to provide, at his own expense, an automobile other than for traveling to and from home and school in pursuance of assigned duties or to attend designated conventions, conferences, etc., such employee shall be reimbursed at the rate established by the IRS and in effect at the time of the travel.

a. b. Tax Sheltered Annuities

The employer agrees to make payroll deductions for employees who desire and authorize such deductions for tax-sheltered annuities.

a. c. Savings Bond Deductions

The employer agrees to make payroll deductions for employees who desire and properly authorize such deductions for the purchase of United States Savings Bonds.

a. d. Probationary Period

All support staff employees shall serve a probationary period during which time their work performance and general suitability for employment including performance, attendance and conduct shall be evaluated in writing. The probationary period is completed following six calendar months of continuous service without a break in service. Time on leave is not considered service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Summer vacation shall not be considered as service time for purposes of this policy.

Cleaning Staff are subject to a probationary period of 1,000 working hours, with the same exclusions as above.

Probationary employees may be released at any time during the probationary period for failure to attain and maintain acceptable levels of performance, conduct, or attendance.

a. **e. Unsafe and Hazardous Conditions**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well being, when the employer agrees that such conditions exist.

a. **f. Just Cause**

No employee shall be disciplined, discharged, and/or reduced in compensation without just cause. Any such action by the employer or any agent or representative thereof shall be subject to the complaint procedure herein set forth. All information forming the basis for disciplinary action will be made available to the employee.

a. **g. Uniforms**

All employees shall wear uniforms selected by the District. The District shall have sole discretion in determining if an employee's attire is appropriate and suitable. The employer shall make available five sets of uniforms per employee at District expense. The employer shall supply replacement uniforms at employer expense annually.

a. **h. Tuition Reimbursement**

The Board will set aside a portion of the Superintendent's budget under his/her control for training for all classified employees. There will be a \$500 per-person limit annually; this fund's reimbursement of payment will be limited to those activities characterized as training activities; it is not meant for college credit courses with the exception of community colleges.

a. **XII. ADDENDUM**

Notwithstanding the intentions of the District and the Instructional Assistants group to meet and discuss compensation arrangements for the three-year period beginning

| July 1, 2013²⁰¹⁶, it must be openly stated, should budgetary concerns arise due to the effects of state law and its provisions, that one or more of the preceding Sections may be reopened and action taken in an effort to comply with this law.