#### **AGREEMENT**

#### BETWEEN

#### THE BOARD OF SCHOOL DIRECTORS

of the

#### **DOVER AREA SCHOOL DISTRICT**

and

### DOVER AREA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

Covering:

All Full-Time and Regular Part-Time Employees which include: Accounting Clerk, Accounts Payable/Purchasing Coordinator, Senior Computer Technician, Computer Technicians, Cooks, Custodians, Food Service Employees, Groundskeeper, Head Groundskeeper, Head Custodians, Head Cooks, High School Career Center Aide, Health Nurses, Chief Maintenance, Maintenance Employees, District Media Coordinator/Computer Technician, Messenger/Driver and Maintenance Helper, Administrative Secretary, Non-Confidential Secretaries, Receptionist/Clerk, Building Aides, Personal Care Assistants, Paraprofessional Aides, Instructional Aides, and excluding supervisors, first level supervisors and confidential employees as defined in Act 195 of 1970.

#### 2022-2025

IN WITNESS WHEREOF, the parties above named have hereunto set their hand and seal this 17 day of 100000.

PRESIDENT, DOVER AREA EDUCATION
SUPPORT PROFESSIONALS ASSOCIATION

PRESIDENT, BOARD OF SCHOOL DIRECTORS

Attested:

Attested:

SECRETARY, DOVER AREA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

SECRETARY, BOARD OF SCHOOL DIRECTORS

# **Table of Contents**

I.	RECOGNITION	3
II.	TERM OF AGREEMENT	3
III.	SCOPE OF AGREEMENT	
IV.	NO STRIKE - NO LOCKOUT PROVISION	4
V.	WAGES AND SALARY PROVISION	
VI.	MEET AND DISCUSS PROVISION	
VII.	OTHER EMPLOYEE BENEFITS.	
VIII.	HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT	
IX.	GRIEVANCE PROCEDURE	
X.	WAIVER CLAUSE	
XI.	DEFINITIONS	
A.	Full-Time Employees	
В.	Regular Part-Time Employees	6
D.	Regular Part-Time Employees	. 6
E.	Seniority	6
XII.	USE OF SCHOOL MAIL	6
XIII.	VACANCIES	o
XIV.	PRESENCE OF REPRESENTATIVE	U
XV.	TRANSFERS	<i>1</i>
A.	Involuntary	
В.	Voluntary	
XVI.	SUBCONTRACTING OF OPERATIONS	/ ያ
XVII.	SENIORITY AND LAYOFFS	υ Ω
A.	Seniority	
В.	Layoff	a
C.	Classifications	
	PERSONNEL FILE	o
XIX.	JOB DESCRIPTIONS	7 0
XX.	WRITTEN COMMUNICATIONS	7 10
XXI.	MANAGEMENT RIGHTS	10
	ENTIRE AGREEMENT	10
XXIII	SEPARABILITY CLAUSE	11
XXIV	ASSOCIATION MATTERS	11
Δ.	ASSOCIATION MATTERS	11
В.	ATTENDANCE AT ASSOCIATION MEETINGS	11
C.	PROFESSIONAL ORGANIZATION DUES	12
	PRESIDENT DELEASE TIME	12
-	PRESIDENT RELEASE TIME	13
Ð.	777 CTO I TOK HALOMANATION	13
APPEN	VDIX "A": WAGES	11
A.	GENERAL WAGE INCREASE	. <del>↑</del> 1./
В.	JOB TITLES LISTED BY SALARY LEVEL	14
C.	SALARY SCHEDULES	13
	OTHER POSITIONS	10
	PAY PROCEDURE	10
F.	SHIFT DIFFERENTIAL	10
	IDIX "B": EMPLOYEE BENEFITS	10
		- I

1.	SICK LEAVE	19
2.	SEVERANCE PAY	19
3.	PERSONAL LEAVE	20
4.	GROUP MEDICAL INSURANCE	21
5.	DENTAL AND VISION INSURANCE	23
6.	LIFE INSURANCE	
<b>7.</b>	VACATION LEAVE	
8.	PAID HOLIDAYS	24
9.	PREGNANCY OR CHILDBIRTH LEAVE	24
10.	ADOPTIVE PARENT LEAVE	
11.	FUNERAL LEAVE	26
12.		
13.		
14.	HEALTH SERVICES	27
15.		
16.		28
17.	CLOTHING ALLOWANCE	28
18.		28
19.	REIMBURSEMENT FOR COURSES	
20.	SECTION 125 PLAN/FLEXIBLE SPENDING ACCOUNTS	
21.	403(b) PLAN DOCUMENT/TAX SHELTERED ANNUITIES	
	PERSONAL PROPERTY DAMAGED OR DESTORYED DURING WORKING HOURS	
APPE	NDIX "C": HOURS OF WORK	31
1.	REGULAR FULL-TIME EMPLOYEES/ALL FULL-TIME EMPLOYEES	
2.	SECRETARIES, ACCOUNTING CLERK, ACCOUNTS PAYABLE/PURCHASIN	
	COORDINATOR	
3.	SCHOOL AIDES	
4.	FOOD SERVICE PERSONNEL	
5.	REGULAR PART-TIME EMPLOYEES	
6.	ALL OTHER EMPLOYEES	
7.	OVERTIME	
8.	IN-SERVICE TIME	
9.		
	ATTENDANCE AT MEETINGS, CONFERENCES, AND CONVENTIONS	33
APPE	NDIX "D": GRIEVANCE PROCEDURE	34
1.		34
	DEFINITIONS	34
٦.	GRIEVANCE PROCESS	

#### I. RECOGNITION

All Full-Time and Regular Part-Time Employees which include: Accounting Clerk, Accounts Payable/Purchasing Coordinator, Senior Computer Technician, Computer Technicians, Cooks, Custodians, Food Service Employees, Groundskeeper, Head Groundskeeper, Head Custodians, Head Cooks, High School Career Center Aide, Health Nurses, Chief Maintenance, Maintenance Employees, District Media Coordinator/Computer Technician, Messenger/Driver and Maintenance Helper, Administrative Secretary, Non-Confidential Secretaries, Receptionist/Clerk, Building Aides, Personal Care Assistants, Paraprofessional Aides, Instructional Aides, and excluding supervisors, first level supervisors and confidential employees as defined in Act 195 of 1970.

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

## II. TERM OF AGREEMENT

Except as otherwise provided herein, this Agreement shall become effective as of July 1, 2022, and shall continue in full force and effect until June 30, 2025, or until such later date as the two parties may hereinafter agree is the extended date. This Term of Agreement is only applicable to current employees as of the date of ratification of this Agreement for the period of their employment, but not prior to the employees' date of hire. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

- 1. Ratified by a majority of the members of the bargaining unit for whom the Association is the bargaining agent present and voting at a meeting duly called for such a purpose. Minutes of the meeting shall be provided as evidence of the majority vote. Eligibility to vote shall be determined by the Association in compliance with the rules of the Pennsylvania Labor Relations Board.
- 2. Approved by the Board of School Directors of the Dover Area School District by resolution duly adopted at a public meeting.
- 3. The Employer will provide electronic copies of this Agreement within ten (10) days after it has been approved as provided in this paragraph.

### III. SCOPE OF AGREEMENT

The parties agree that all negotiable items have been considered during negotiations leading to this Agreement. Furthermore, the parties recognize that unforeseen situations may arise that require a reconsideration of existing language, or the inclusion of new language to address an issue.

In the event either party raises an issue, as a result of these unforeseen situations, the issue will be identified in writing to the other party in accordance with Section XX of this Agreement. The negotiations committee of the Association will re-convene to reach a resolution of the issue in question, following the procedure below:

- 1. The committee will be composed of three (3) Association members appointed by the President of the Association and three (3) DASD representatives appointed by the School Board of Directors.
- 2. Both parties will have agreed in advance that the issues merit discussion at the contractual level.
- 3. The committee must reach an agreement after no more than three (3) meetings in a two (2) month period. If no agreement is reached, the issue is dropped from further discussion. If a tentative written agreement is reached, then it will be submitted for ratification in accordance with Section II, part 1 and part 2, of this Agreement. Upon ratification by both parties, the issues will be added as an addendum to this Agreement.

Nothing in this clause or section can be construed as preventing either party from making full use of other remedies as provided in this Agreement, Act 195, Act 88, the School Code, or as expanding the scope of arbitrability under this Agreement.

### IV. NO STRIKE - NO LOCKOUT PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act (Act 195), 43 P.S. §1101.101 et seq. and 1970, PL 563, No. 195, Act of 1992, P.L. 403, Act 88 (Omnibus Amendments). 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 88) during the term of the Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

#### V. WAGES AND SALARY PROVISION

The parties agree that wages and salaries to be effected by this Agreement are accurately reflected in Appendix A, attached hereto and made a part hereof, and that the said Appendix shall remain in force for the term of this Agreement.

### VI. MEET AND DISCUSS PROVISION

Representatives of the Employer, including two (2) members of the Board of School Directors, and representatives of the Association shall meet upon request of either party within thirty (30) days of said request. The requester shall prepare a written agenda setting forth the matters to be discussed, and shall deliver a copy of said agenda to all representatives involved within three (3) school days prior to the meeting. Only items relating to this Agreement will be addressed.

### VII. OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Appendix B, attached hereto and made a part hereof, and that said Appendix shall remain in force for the term of this Agreement.

#### VIII. HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

The parties agree that hours of work and other conditions of employment to be effected by this Agreement are accurately reflected in Appendix C, attached hereto and made a part hereof, and that said Appendix shall remain in force for the term of this Agreement.

## IX. GRIEVANCE PROCEDURE

The parties agree that the procedure to be effected by this Agreement is accurately reflected in Appendix D, attached hereto and made a part hereof, and that the said Appendix shall remain in force for the term of this Agreement.

## X. WAIVER CLAUSE

The parties agree that all negotiable items to be included in this Agreement have been discussed during the negotiations leading to this Agreement and that no additional negotiations, except as noted on this Agreement, will be conducted on any item during the term of this Agreement, July 1, 2022 until June 30, 2025, except when the implementation of provisions would be in violation of, or inconsistent with, or in conflict with, any statute of statutes enacted by the General Assembly of the Commonwealth of Pennsylvania, or laws of the United States, in which case negotiations would resume only on provisions in conflict with the statutes in order to substitute a provision or provisions equal to the provisions deleted by laws.

#### XI. **DEFINITIONS**

### A. Full-Time Employees

Full-Time Employees, as used in this Agreement, shall mean those employees described in Appendix C of this Agreement attached hereto and made a part hereof, and that said Appendix shall remain in force for the term of this Agreement.

# B. Regular Part-Time Employees

Regular Part-Time Employees, as used in this Agreement, shall mean those employees described in Appendix C of this Agreement attached hereto and made a part hereof, and that said Appendix shall remain in force for the term of this Agreement.

## C. Contract Year

Contract Year, as used in this Agreement, shall mean the period of time from July 1, 2022, through June 30, 2023, the period of time from July 1, 2023, through June 30, 2024, the period of time from July 1, 2024, through June 30, 2025.

## D. Anniversary Date

Anniversary date, as used in this Agreement, shall mean an Employees' first scheduled workday. If Board approval comes before or after that day, the anniversary date shall be that first workday.

#### E. Seniority

Seniority shall mean the length of the Employee's continuous service with the Employer since his/her last date of hire.

### XII. USE OF SCHOOL MAIL

The Association shall have the use of inter-school mail facilities, copiers, fax, e-mail, voice mail, bulletin boards, and school mailboxes on the same basis as other school related groups.

#### XIII. VACANCIES

- A. Whenever any vacancy in a position covered by this Agreement occurs, the Employer shall publicize the same by posting the position on the website and sending an email notice of such vacancy to the President of the Association and by email notification of the same to all district support staff. Said notice shall set forth any and all criteria and qualifications required by the District in filling the vacant position. Employees who wish to be notified of any vacancies which may occur during the summer months shall so inform the Business Office in writing before the close of school.
- B. The posted position shall not be filled permanently until at least ten (10) working days after the notice is posted.
- C. Employees are required to submit, through an electronic applicant tracking system, a letter of interest for a particular position after the vacancy has been posted. A new application will only be filled out if the posting requires it. For purposes of this Section, vacancy means a position which has become available as a result of the retirement, resignation, death, transfer or dismissal of a current employee or as a result of a creation of a new or additional position. Vacancies shall be filled at the discretion of the School Board. Temporary vacancy means a position has become available as a result of a long-term absence of a current

employee on approved leave, for a period exceeding 45 days. Substitutes may be used to fill positions on a temporary basis while interviewing, but no longer than the 45 days.

- D. An Employee who is not chosen to fill a vacancy can request a meeting with representatives of the participating parties to discuss the matter within two (2) working days of their decision.
- E. Consideration of an Employee who has applied for the open position shall be based on the most qualified employee.
- F. Employees shall be considered first, persons not employed by the District will only be considered if an Employee does not meet the criteria or qualifications.
- G. The Employer will follow the hiring procedures as outlined in this Agreement after which the position will be offered to a qualified candidate.

## XIV. PRESENCE OF REPRESENTATIVE

Whenever an Employee is required to appear before the Board of School Directors, or any committee thereof, concerning any matter which could adversely affect the continuation of his/her office, position or employment, or the compensation pertaining thereto, he/she shall be given prior written notice of the reason or reasons for such a meeting and shall be entitled to have a representative of his/her choice present to advise and represent him/her during such meeting. An employee will be able to have, at a minimum, a Building Representative or above to represent or to advise him/her during such meeting.

Whenever a representative of the Association and/or any other Employee in the bargaining unit is mutually required or scheduled by the parties to participate during working hours in negotiations or grievance proceedings, the Employee will suffer no loss of pay.

#### XV. TRANSFERS

### A. Involuntary

Involuntary transfers that are created on the basis of building needs, seniority qualifications, or the Supervisor's recommendation shall be made after consultation with the individuals involved. Employees will be notified upon determination of need as far in advance as possible and provided with a written explanation.

### B. Voluntary

- 1. It will be permissible to exchange positions of two (2) Employees with their agreement and with the approval of the supervisor or department administrator.
- 2. If such transfers are from a higher to a lower paying position, appropriate

reduction in wages will be made. In addition, from lower to higher, appropriate addition in wages will be made.

3. The Employer shall consider a voluntary transfer when requested in writing by persons wishing to be transferred.

#### XVI. SUBCONTRACTING OF OPERATIONS

During the term of this Agreement, the Employer shall not subcontract part or all of the work performed by members of the bargaining unit unless it first negotiates such proposed subcontracting with the Association. While the Employer shall negotiate in good faith, this provision shall not be construed to prohibit subcontracting or to require the Employer to accept any counterproposal that may be offered by the Association.

#### XVII. SENIORITY AND LAYOFFS

### A. Seniority

For the purposes of this provision, seniority shall mean the Employee's length of service with the Employer and shall be measured from their anniversary date, which is defined as the date that the Board approved the Employee's hire. Seniority shall continue to accrue during approved leaves of absences and for up to one (1) year after layoff. The Employer shall provide the Association, on or before September 30<sup>th</sup> of each year, with a list reflecting the classification and seniority of each employee.

### B. Layoff

In the event the Employer determines to lay off Employees for any reason, Employees shall be laid off in reverse order of their district seniority within their job classification. An Employee who is laid off shall, for a period of one (1) year from the date of layoff, have the right to be recalled to any vacancy which may occur in the classification from which he/she was laid off; thereafter, all rights of recall shall expire. Upon returning from the layoff, Employees shall be entitled to pro-rated benefits of that Contract Year. In the event a person refuses an offer of a position under this provision, that person shall be removed from the recall list and shall forfeit any seniority rights. Except where the layoff is the result of an emergency or other unforeseen circumstance, the Employer shall notify employees, in writing, at least two (2) weeks in advance of a proposed layoff.

Employees who receive notice of layoff may displace (bump) employees with less seniority in any job classification whose work the laid off employee is qualified and meets the criteria to perform the job.

Employees who are laid off and who have the right to bump under this section shall be permitted to do so without interruption of their continuous service.

## C. Classifications

For the purposes of this provision, job classifications are as follows:

Accounting Clerk, Accounts Payable/Purchasing Coordinator, Senior Computer Technicians, Computer Technicians, Cooks, Custodians, Food Service Employees, Groundskeeper, Head Groundskeepers, Head Custodians, Head Cooks, High School Career Center Aides, Health Nurses, Chief Maintenance, Maintenance Employees, District Media Coordinator/Computer Technician, Messenger/Driver and Maintenance Helper, Administrative Secretary, Nonconfidential Secretaries, Receptionist/Clerk, Building Aides, Personal Care Assistants, Paraprofessional Aides, Instructional Aides.

#### XVIII. PERSONNEL FILE

All Employees shall have the right, upon notification to the Director of Human Resources, to review the contents of the Employee's permanent personnel file in the office of the Director of Human Resources and to obtain copies of any items in the file. The Employee may have an Association representative present when reviewing the file. No unsigned or improperly identified material shall be placed in the file. An Employee shall have the right to submit a written statement in response to any material in the file and such statement shall be attached to the particular material. The examination of an Employee's file shall be limited to the Employee's professional supervisory personnel, and their authorized representatives and the Human Resource personnel for business necessity.

Such examination shall be concluded in the presence of the Director of Human Resources or his/her designee at the school location where the Personnel File is located.

Any written evaluation, which is made part of an Employee's permanent personnel file shall be reviewed with, and signed copy thereof given to, such Employee.

### XIX. JOB DESCRIPTIONS

- A. All Employees will receive from the Chief Financial and Operations Officer (CFOO) or his/her designee the most recent copy of their job description and again each time it is updated and approved by the Board of School Directors.
- B. Each new employee shall receive from the Director of Human Resources or his/her designee, the most recent copy of their job description at the time of hire.
- C. Aides covered by this Agreement shall not have the responsibility of supervising or monitoring an educational setting without the direct instruction of a teacher or an administrative employee.
- D. The assignment of duties will be in accordance with the approved job description for the position. Additional duties will only be assigned to those qualified. Within ten (10) workdays of additional assigned duties not specified in the job description, the employee may request, in writing, that the supervisor meet with the employee about those assigned job duties not specified in the job description.
- E. Job descriptions will not be created or changed without a review between the Employer and the Association President or his/her designee.

#### XX. WRITTEN COMMUNICATIONS

Any written communications to be given by one party to the other under this Agreement will be given by registered mail, regular U.S. mail, e-mail, or personally delivered. If given by the Employer, said notice will be sent or delivered to the President of the Association. If given by the Association, said notice will be sent or delivered to the District Superintendent and to the President of the Board of School Directors.

#### XXI. MANAGEMENT RIGHTS

- 1. The Employer hereby reserves to itself the authority conferred upon it by law.

  Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.
- 2. It is understood and agreed that the Employer possesses the right, in accordance with applicable laws, to direct, manage and control all operations of the District, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, to determine the employment, classifications, and initial and subsequent assignment of employees, the types of work to be performed, the shifts, schedules and hours of work, the number of employees required, to select and hire employees, to promote, suspend, lay off, demote, or discharge employees, and to make, apply and enforce rules and regulations, provided that such rights shall not be exercised by the Employer in violation of the express provisions of this Agreement.
- 3. Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.
- 4. The listing of specific rights in this Article is not intended to be nor shall be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.
- 5. An exercise by the Employer of its discretionary rights under this Article or under the law shall not create a precedent or establish a binding practice, even if repeatedly exercised over a period of time in a similar manner, but shall remain a matter of discretion.
- 6. The exercise by the Board or Administration of its management rights under this Article shall not be subject to the grievance procedure or arbitration.

#### XXII. ENTIRE AGREEMENT

The Employer and the Association acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter, and agreements arrived at by the parties after the

exercise of that right and opportunity are set forth in this Agreement. Most particularly, all of the wages and economic fringe benefits to be received by the employees in the bargaining unit are set forth in this Agreement, and the Association will not claim entitlement for any wages or economic fringe benefits not set forth in this Agreement. Furthermore, past practices existing prior to the signing of this Agreement shall be disregarded unless specifically embodied in this Agreement. The Employer and the Association, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This written Agreement constitutes the entire Agreement between the parties and supersedes and replaces any and all obligations and agreements, whether written or oral or expressed or implied, between or concerning the parties hereto. Any amendment, modification or addition must be reduced to writing and duly executed by the parties to be effective.

#### XXIII. SEPARABILITY CLAUSE

In the event any provision of this Agreement is found to be inconsistent with any statute or law, the provisions of such statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

### XXIV. ASSOCIATION MATTERS

#### A. ASSOCIATION LEAVE

Whenever a representative of the Association and/or any other employee in the bargaining unit is mutually required or scheduled by the parties to participate in conferences or meetings concerning Association matters, he/she shall suffer no loss in pay, and shall be provided with release time from his/her regular duties. Grievance procedures and negotiations shall be conducted during non-working hours unless otherwise mutually agreed to by the parties.

The parties further agree that the Association President and/or the officially designated Association representative(s) shall, upon written request of the Superintendent at least three (3) weeks in advance, be granted leave to conduct Association business in each contract year. Days may be used in full with no half-day increments and shall be subject to the following:

- a. The total number of calendar days used by the Association members for conducting Association business without loss of salary or benefits shall be five (5) days per year.
- b. The Association shall reimburse the District for wages paid to secure substitutes, including Social Security and PSERS retirement contributions, for each Association leave day granted, provided that a substitute was used for said day.

It is understood that there may be rare occasions when the particular Association member who has requested leave on a specific date may be needed in the District on that date due to unique skills and/or certification he/she possesses that are required for a task that cannot be rescheduled at another time. In that event, the Superintendent shall notify the Association President within two (2) weeks of the request of the specific circumstances involved so that alternate arrangements can be made.

### **B.** ATTENDANCE AT ASSOCIATION MEETINGS

Employees may not attend Association meetings during work hours.

### C. PROFESSIONAL ORGANIZATION DUES

Upon written authorization of the employee, the total amount for membership in the Dover Area Education Support Professionals/PSEA/NEA is to be deducted from pays made in October through August for twelve (12) month employees and in October through June for School Year employees. Payroll deductions shall be made in as nearly equal installments as possible.

It shall be the responsibility of the Association to furnish to the Business Office on or before October 1<sup>st</sup> each year a list of employees who have signed payroll deduction authorization cards along with the annual amount of dues to be deducted via payroll deduction for each member of the Association. Authorization cards shall be kept by the local as part of its document retention policy, copies of which shall be furnished to the Business Office upon request. Authorization cards shall be dated and signed by the employee and contain the following:

"This is to authorize Dover Area School District to deduct from my pay an amount to be determined by the Association in equal deductions annually for dues for the Dover Area ESP/PSEA/NEA. This authorization will remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement."

Should any employee be terminated, resign, retire or die during the work year, the Employer shall notify the Association of the employee's last paid day of service and deduct any unpaid remainder of dues from the employee's last paycheck. (In the case of an employee who is terminated, resigns, retires, or dies during the work year, the Association will reduce his/her total annual dues obligation to the extent possible and immediately notify the Business Office of the same for payroll deduction purposes should the employee's length of employment from September 1st through his/her termination, resignation, retirement, or death qualify him/her for a reduced dues category.)

The amount to be deducted shall be forwarded to the Association each pay day. Such authorization shall be continuous from year to year unless a written withdrawal request is submitted to the Business Office, with a copy to the Association Membership Chairperson(s), fifteen (15) days prior to the expiration of the Collective Bargaining Agreement in effect on this date.

The Dover Area Education Support Professionals/PSEA/NEA shall indemnify and hold the District harmless against any and all claims, suits, orders, or judgments

brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this article.

### D. PRESIDENT RELEASE TIME

The President of the Association shall receive up to four (4) hours per month of paid release time during or in addition to his/her normal working hours for the purposes of meeting with the Administration over personnel matters and conducting Association business as required of it pursuant to Act 195.

# E. REQUEST FOR INFORMATION

The Employer agrees to furnish the Association, upon written request, with information related to the financial and educational operation of the District as may be reasonably necessary to assist the Association in collective bargaining related matters. Such information shall be furnished no later than twenty (20) calendar days after receipt of a written request.

#### APPENDIX "A"

#### Wages

### A. GENERAL WAGE INCREASE

Effective July 1, 2022, and in each contract year thereafter, Employees shall advance one (1) step per year on applicable Salary Schedule until they reach their job rate, unless otherwise bargained. Salary Schedule shall reflect the following increases:

2022-2023 – Step movement plus \$.37 increase, 2023-2024 – Step movement plus \$.40, 2024-2025 – Step movement plus \$.40. For the 2022-23 school year, employees who are moving to a new column will not receive a step with the exception of Food Service Workers who will receive step movement.

For the 2022-23 school year those who were employed on November 1, 2022 or before, full-time twelve-month employees will be paid \$250.00 in retroactive pay, full-time ten-month employees will be paid \$200.00 in retroactive pay, and part time employees (5 hours and under) will be paid \$150.00 in retroactive pay. The new pay rates agreed to for the 2022-23 school year will be paid beginning January 9, 2023.

Employees who reach STEP 15 in any contract year shall remain at STEP 15 for the duration of this Agreement. In the event an employee's base hourly rate is greater than the maximum hourly rate established for his/her job title, he/she shall receive an increase of fifty percent (50%) of the average employee increase annually until the maximum rate exceeds their current pay.

The Employer reserves the right to initially place any new or transferring employee into any STEP of the Salary Schedule provided the placement falls within the Salary LEVEL assigned to the Job Title to which the employee is hired or transferred.

Classified employees beginning employment prior to March 1 of any Contract Year shall be advanced to the next STEP on the Salary Schedule the following July 1. The intent is to have new employees reach their job rate in their fifteenth year of service to the District.

# B. JOB TITLES LISTED BY SALARY LEVEL

The Job Titles listed below which correspond to each LEVEL shall be used to determine an employee's Salary Schedule placement.

**LEVEL I** 

Custodian

Food Service Worker

LEVEL V

Administrative Secretary:

Elementary School
Middle School

**High School** 

**Special Education Supervisor** 

ACCESS Coordinator

LEVEL VI

LEVEL II

Non- HQ Aide:

Head Custodian - Elementary

**Building Aide** 

Non-Instructional Aide

LEVEL III

HQ Aide:

LEVEL VII

Accounting:

Accounts Payable/Purchasing Coordinator

**Accounting Clerk** 

Head Custodian - Secondary (MS/HS)

Head Groundskeeper

Maintenance

Direct Instructional Aide Personal Care Assistant

Paraprofessional

Messenger/Driver/Maintenance Helper

Secretary:

**Athletics** 

High School

Library

Attendance

Receptionist/Clerk

Level VIII

Chief Maintenance

Computer Technician

**Health Nurse** 

LEVEL IV

Head Cook

High School Career Center Aide/Guidance

# C. SALARY SCHEDULES

I DVDI	T					22/2023 Sa			
LEVEL		П	Ш	IV	<u>v</u>	VI	VII	VIII	
STEP	Prev I	Prev III	Prev	Prev V	Prev	Prev	Prev	Prev	
	& II		IV		VI	VII	VIII	IX & X	
1	\$13.19	\$13.60	\$14.48	\$14.95	\$15.96	\$16.49	\$17.05	\$19.69	
2	\$13.48	\$13.90	\$14.81	\$15.29	\$16.33	\$16.87	\$17.45	\$20.16	
3	\$13.78	\$14.21	\$15.15	\$15.64	\$16.71	\$17.27	\$17.86	\$20.65	
4	\$14.09	\$14.53	\$15.49	\$16.00	\$17.09	\$17.67	\$18.27	\$21.15	
5	\$14.41	\$14.86	\$15.84	\$16.37	\$17.49	\$18.09	\$18.71	\$21.66	
6	\$14.74	\$15.20	\$16.22	\$16.74	\$17.90	\$18.52	\$19.16	\$22.19	
7	\$15.07	\$15.54	\$16.59	\$17.13	\$18.33	\$18.96	\$19.62	\$22.73	
8	\$15.41	\$15.90	\$16.98	\$17.53	\$18.77	\$19.42	\$20.09	\$23.29	
9	\$15.76	\$16.27	\$17.38	\$17.93	\$19.22	\$19.89	\$20.58	\$23.85	
10	\$16.12	\$16.65	\$17.79	\$18.36	\$19.68	\$20.37	\$21.08	\$24.44	
11	\$16.49	\$17.04	\$18.21	\$18.80	\$20.16	\$20.87	\$21.60	\$25.05	
12	\$16.88	\$17.44	\$18.64	\$19.25	\$20.65	\$21.38	\$22.13	\$25.67	
13	\$17.28	\$17.85	\$19.09	\$19.71	\$21.15	\$21.90	\$22.68	\$26.31	
14	\$17.69	\$18.27	\$19.55	\$20.19	\$21.67	\$22.44	\$23.24	\$26.97	
15	\$18.09	\$18.69	\$20.01	\$20.67	\$22.18	\$22.97	\$23.80	\$27.63	

	DASD Classified Employees: 2023/2024 Salary Schedule									
LEVEL	I	П	Ш	IV	V	VI	VII	VIII	IX	X
STEP										
1	\$13.59	\$14.00	\$14.88	\$15.35	\$16.36	\$16.89	\$17.45	\$20.09		
2	\$13.88	\$14.30	\$15.21	\$15.69	\$16.73	\$17.27	\$17.85	\$20.56		
3	\$14.18	\$14.61	\$15.55	\$16.04	\$17.11	\$17.67	\$18.26	\$21.05		
4	\$14.49	\$14.93	\$15.89	\$16.40	\$17.49	\$18.07	\$18.67	\$21.55		
5	\$14.81	\$15.26	\$16.24	\$16.77	\$17.89	\$18.49	\$19.11	\$22.06		
6	\$15.14	\$15.60	\$16.62	\$17.14	\$18.30	\$18.92	\$19.56	\$22.59		
7	\$15.47	\$15.94	\$16.99	\$17.53	\$18.73	\$19.36	\$20.02	\$23.13		
8	\$15.81	\$16.30	\$17.38	\$17.93	\$19.17	\$19.82	\$20.49	\$23.69		
9	\$16.16	\$16.67	\$17.78	\$18.33	\$19.62	\$20.29	\$20.98	\$24.25		
10	\$16.52	<b>\$17.05</b>	\$18.19	\$18.76	\$20.08	\$20.77	\$21.48	\$24.84		
11	\$16.89	\$17.44	\$18.61	\$19.20	\$20.56	\$21.27	\$22.00	\$25.45		
12	\$17.28	\$17.84	\$19.04	\$19.65	\$21.05	\$21.78	\$22.53	\$26.07		
13	\$17.68	\$18.25	\$19.49	\$20.11	\$21.55	\$22.30	\$23.08	\$26.71		
14	\$18.09	\$18.67	\$19.95	\$20.59	\$22.07	\$22.84	\$23.64	\$27.37		
15	\$18.49	\$19.09	\$20.41	\$21.07	\$22.58	\$23.37	\$24.20	\$28.03		

DASD Classified Employees: 2024/2025 Salary Schedule										
LEVEL	I	П	III	IV	V	VI	VII	VIII	ΙX	X
STEP	_									
1	\$13.99	\$14.40	\$15.28	\$15.75	\$16.76	\$17.29	\$17.85	\$20.49		
2	\$14.28	\$14.70	\$15.61	\$16.09	\$17.13	\$17.67	\$18.25	\$20.96		
3	\$14.58	\$15.01	\$15.95	\$16.44	\$17.51	\$18.07	\$18.66	\$21.45		
4	\$14.89	\$15.33	\$16.29	\$16.80	\$17.89	\$18.47	\$19.07	\$21.95		
5	\$15.21	\$15.66	\$16.64	\$17.17	\$18.29	\$18.89	\$19.51	\$22.46		
6	\$15.54	\$16.00	\$17.02	\$17.54	\$18.70	\$19.32	\$19.96	\$22.99		
7	\$15.87	\$16.34	\$17.39	\$17.93	\$19.13	\$19.76	\$20.42	\$23.53		
8	\$16.21	\$16.70	\$17.78	\$18.33	\$19.57	\$20.22	\$20.89	\$24.09		
9	\$16.56	\$17.07	\$18.18	\$18.73	\$20.02	\$20.69	\$21.38	\$24.65		
10	\$16.92	\$17.45	\$18.59	\$19.16	\$20.48	\$21.17	\$21.88	\$25.24		
11	\$17.29	\$17.84	\$19.01	\$19.60	\$20.96	\$21.67	\$22.40	\$25.85		
12	\$17.68	\$18.24	\$19.44	\$20.05	\$21.45	\$22.18	\$22.93	\$26.47		
13	\$18.08	\$18.65	\$19.89	\$20.51	\$21.95	\$22.70	\$23.48	\$27.11		
14	\$18.49	\$19.07	\$20.35	\$20.99	\$22.47	\$23.24	\$24.04	\$27.77		
15	\$18.89	\$19.49	\$20.81	\$21.47	\$22.98	\$23.77	\$24.60	\$28.43		

#### D. OTHER POSITIONS

Should the Pennsylvania Labor Relations Board (PLRB) place other positions into the bargaining unit, the parties shall negotiate for the wages, hours, and terms and conditions of employment for the new positions.

### E. PAY PROCEDURE

All hourly employees will complete a bi-weekly time card for each pay period. Employees will be paid for the immediate two-week period ending the Saturday prior to the actual pay date.

All time will be recorded on and paid from the bi-weekly time card system.

Employees will record the starting time, lunch period break, and finish time and record the total hours worked (including overtime, if any) each day.

Employees absent from a required workday will record the appropriate absence type and normal scheduled work hours. (Example: sick, personal, vacation, bereavement, leave without pay, etc.) Absence days will be paid subject to individual employee's absence type day's availability.

Employees eligible for paid holidays as per this Agreement will record schedule hours accordingly.

Approved overtime hours are to be included on bi-weekly time card and recorded on date incurred.

It is the employee's responsibility to complete and forward the time card to his/her Supervisor and/or building principal for approval and further submission to the building secretary for pick up by the district courier. Time cards not received at the scheduled time cannot be processed.

If the District moves the school day to a remote day due to a weather emergency, staff must work their required shift either onsite or remotely, if determined by their supervisor that work is available. If the supervisor determines the work cannot be done remotely, the supervisor will coordinate with the staff member to make up the hours as work is available. All additional make up hours must be approved by the supervisor. As an alternative, staff may use paid time off to make up the hours.

#### F. SHIFT DIFFERENTIAL

Beginning July 1, 2013, second-shift will be defined as Employee working from 2:30 p.m. until 11:00 p.m., all hours will be paid at the shift differential of thirty-five (35¢) cents per hour. Only whole hours will be used to calculate a majority of hours.

#### **APPENDIX "B"**

## **Employee Benefits**

## 1. SICK LEAVE

- A. Full-Time Employees: After sixty (60) calendar days of employment, all Full-Time Employees shall be entitled to one (1) day of sick leave per month, after the sixty (60) calendar day waiting period, until the beginning of the next Contract Year. Thereafter, all Full-Time Employees shall be credited with twelve (12) days of sick leave for the succeeding Contract Year. No limit shall be placed on the number of cumulative days.
- B. Regular Part-Time Employees: After sixty (60) calendar days of employment, all Regular Part-Time Employees shall be entitled to six (6) equivalent sick days per Contract Year. Sick days shall be prorated for the first partial Contract Year, exclusive of the first sixty (60) calendar days of employment. No limit shall be placed on the number of cumulative days.
- C. <u>Utilization</u>: All or part of an Employee's unused and accumulated sick leave may be used in any one Contract Year.
- D. <u>Physician's Certificate</u>: The Employer may require a physician's certificate as a prerequisite to paying sick leave compensation, and any Employee absent for sickness for more than three (3) consecutive days shall provide such a certificate.
- E. <u>Unused Sick Leave</u>: In the event of the death of an Employee, the remaining current monetary value of the remaining sick days will be paid to the listed beneficiary.
- F. <u>Voluntary Sick Leave Bank</u>: The District agrees to allow the Association to continue the voluntary Sick Leave Bank operation as it presently exists.

### 2. SEVERANCE PAY

Employees who retire on or after the effective date of this Agreement who have completed fifteen (15) years of service with the Employer shall be entitled to severance pay in an amount equal to and calculated using the Employee's number of accumulated sick leave days to a maximum of 150 days for Full-Time Employees and a maximum of 75 days for Regular Part-Time Employees as follows:

A. <u>Full-Time Employees:</u> Accumulated sick leave days times Forty-Five dollars (\$45.00) per day effective July 1, 2018. Sick leave days 151-200 will be paid at a rate of Fifty dollars (\$50.00) per day. Payment under this Section shall be subject to a maximum of Nine Thousand Two Hundred and Fifty dollars (\$9,250.00) for the duration of this Agreement.

B. Regular Part-Time Employees: Effective July 1, 2018, payment under this section shall be at Thirty-five dollars (\$35.00) per accumulated sick leave day. Sick leave days 76-100 will be paid at a rate of Forty dollars (\$40.00) per day. Payment under this section shall be subject to a maximum of Three Thousand Six Hundred and Twenty-five dollars (\$3,625) for the duration of this Agreement.

Severance payment under this Section shall be made payable to the retiree as soon as possible following the employee's severance from service, but in no event shall said payment be made after March 15<sup>th</sup> of the year following severance from service.

#### 3. PERSONAL LEAVE

- A. Full-Time Employees: After six (6) consecutive months of employment, Full-Time employees shall be entitled to two (2) days of personal leave each Contract Year without loss of pay, which may be taken in full or half-day workdays. Employees who have completed ten (10) years of service and those employees accreted to the bargaining unit in September 2007, who previously were entitled to three (3) days of personal leave upon hire, shall be entitled to three (3) days of personal leave each Contract Year. Personal days shall be prorated to the nearest half day for the employee's first year of employment.
- B. Regular Part-Time Employees: After six (6) consecutive months of employment, Regular Part-Time Employees shall be entitled to two (2) equivalent days of personal leave each Contract Year without loss of pay, which must be taken in full day workdays. Personal days shall be prorated to the nearest full day for the employee's first year of employment.
- C. <u>Personal Days</u>: Personal days not used may accumulate from year to year to a maximum of five (5) days.
- D. Procedure: Request for personal leave shall be submitted to the appropriate principal or administrator not less than five (5) working days in advance, except in emergency or extenuating circumstances where such leave is not foreseeable, on forms provided by the Employer in each school office and said principal or administrator shall respond in writing within two (2) working days after receipt of the request. Personal Leave shall be granted for the first and last week of the school year or the workday before or after a holiday on a first come basis and, if not granted, an explanation will accompany the rejection note on the Personal Leave form.
- E. An employee who has accumulated a maximum of five (5) personal leave days at the end of the school year shall have the right to have a maximum of three (3) personal leave days, as defined in "A" and "B" above, transferred and added to his or her accumulated sick leave as additional sick days.
- F. In the event of the death of the Employee, the remaining current monetary value of the remaining personal days will be paid to the listed beneficiary.

G. Unless the employee's Department Supervisor or Building Principal otherwise grants it, Personal Leave use shall be limited to one (1) employee per day per department per building.

#### 4. GROUP MEDICAL INSURANCE

A. Employees shall receive the same or comparable Hospitalization and Medical Insurance coverage as provided in the Agreement between the employer and the Dover Area Education Association.

Eligible bargaining unit employees shall pay toward their group medical benefits nine and one-half percent (9.5%) of the premium cost to the District in 2022-23, ten percent (10%) in 2023-24 and 2024-25.

Beginning July 1, 2023, deductibles will increase from \$700/\$1300 to \$850/1700, beginning July 1, 2024, deductibles will increase to \$900/\$1800.

Beginning July 1, 2019, Out of Network Deducible will increase from \$500/\$1,000 to \$1,500/\$3,000.

Beginning July 1, 2019, Out of Network Out of Pocket Limits will increase from \$2,000/\$6,000 to \$3,000/\$6,000.

Beginning July 1, 2019, Hospice Care will change from 180 days per lifetime to no limit.

Beginning July 1, 2019, Specialist/Specialty Care Physician co-pay will increase from \$30 to \$35.

Beginning July 1, 2019, Urgent Care Center co-pay will decrease from \$50 to \$35.

Beginning July 1, 2019, Prescription Drugs will have a deductible of \$25 per person per benefit year.

Beginning July 1, 2019, Retail Generic drugs will have a \$15/\$45 min/max, Retail Brand Formulary will have a \$20/\$80 min/max, and Retail Brand Non-Formulary will have a \$30/\$100 min/max.

Beginning July 1, 2019, Mail Order (90-day prescription) Generic drugs will have a \$30/\$90 min/max, Mail Order Brand Formulary will have a \$40/\$155 min/max, and Mail Order Brand Non-Formulary will have a \$45/\$160 min/max.

Beginning July 1, 2019, the tiers of coverage will change from three-tier (single, two-party, family) to five-tier coverage (single, employee plus child, employee plus spouse, employee plus children, employee plus spouse and children).

Beginning July 1, 2013, Employees working less than six (6) hours per day shall not be eligible for health insurance. However, those employees working during the 2012-13 school year who worked less than six (6) hours and had health

insurance through the District will be eligible for single coverage through the health insurance provided by the District. Beginning September 1, 2013, these Employees shall be required to pay fifty percent (50%) of the difference between single coverage and two-party or family coverage. Beginning September 1, 2014, these Employees shall be required to pay one hundred percent (100%) of the difference between single coverage and two-party or family coverage. These grandfathered Employees shall be required to pay all premium-share costs as indicated in the above paragraph.

- B. Health insurance coverage shall become effective on the first of the month following the employee's date of hire. The Employer shall provide hospitalization and medical insurance coverage, or benefits equivalent thereto, during the term of this contract.
  - I. Any employee absent from work for an extended period of time due to illness/leaves who has exhausted all sick leave, vacation leave, personal leave, and FMLA leave shall be responsible for full payment for their group medical insurance. Arrangements for payment shall be made through the Chief Financial and Operations Officer or his/her designee.
  - II. The plan shall include a prescription plan the same or comparable to the existing plan in effect as set forth in the Dover Area School District's Schedule of Benefits attached hereto as part of Appendix "E" with Managed Rx, Prior Authorization and Quantity Limits.
- C. Employee's Health Insurance Co-Payment Schedule:
  - a. Twelve month employees will have their annualized co-payment for health insurance deducted on a twenty-six (26) pay period basis. Premium share contributions shall be withheld from payroll on a pre-tax basis through Section 125 of the Internal Revenue Code.
  - b. Less than twelve month employees will have their annualized co-payment for health insurance deducted on a twenty-one (21) pay period basis. Premium share contributions shall be withheld from payroll on a pre-tax basis through Section 125 of the Internal Revenue Code.
- D. Persons who have theretofore been Employees and who have retired or who will retire during the term of this Agreement may participate at their personal expense in the group hospitalization/medical and dental insurance programs available to employees, provided the insurance companies issuing such policies permit such participation. Eligibility to participate in such group insurance shall be available to retired persons only if they were regularly employed by the district immediately prior to retirement and only if such persons were eligible to receive and did receive a retirement annuity from the Pennsylvania Public School Employee's fund upon retirement. Such right to participate in such group insurance programs by retired persons shall terminate on the first day of the month before his/her sixty-fifth (65th) birthday.

- E. Any mandated level of change(s) to the hospitalization and medical insurance coverage by the Plan Administrator/Insurance Carrier shall be incorporated in this Agreement on the effective date determined by the Plan Administrator/Insurance Carrier and the appropriate increase or decrease to the monthly premium rate will require the Employer and Employee monthly contribution to be adjusted accordingly.
- F. Beginning July 1, 2013, Employees who are eligible to receive insurance under this Article and have spouses that are eligible to receive insurance through their employer and elect not to participate in their employer's insurance and instead elect to participate in the District's health insurance plan, the Employee will be required to pay an additional \$150 per month premium-share in 2022-23 and \$185 per month premium-share in 2023-24, and \$225 per month premium-share in 2024-25.

#### 5. **DENTAL AND VISION INSURANCE**

- A. Employees shall receive the same or comparable Dental and Vision Coverage as provided for in the current Agreement between the Employer and the Dover Area Education Association (and attached hereto as Appendix "E"). Those employees eligible for health insurance shall pay 8% of the monthly premium cost towards their Dental coverage and will be required to pay one hundred percent (100%) of their Vision coverage.
- B. Coverage begins the first of the month following the employee's date of hire.

#### 6. LIFE INSURANCE

The Employees who are contributing members of the Pennsylvania Public Employees Retirement Fund in the amount of Thirty Thousand Dollars (\$30,000.00) or in the amount of the employee's annual salary to the nearest thousand dollars only for employees accreted to the bargaining unit in September, 2007, who previously enjoyed such benefit,. An Employee shall not be eligible for such life insurance benefits until the first day of the month following an employee's date of hire. The Employer shall pay one hundred percent (100%) of the cost of the Employee's coverage. Any Employee absent from work for an extended period of time due to illness who has exhausted all sick leave, vacation leave, personal leave, and FMLA leave shall be responsible for full payment of his/her group life insurance, if permitted by the insurance company. Arrangements for payment shall be made through the Chief Financial and Operations Officer or his/her designee. If permissible by the insurance carrier, additional coverage may be purchased by the Employee at the Employee's own expense.

#### 7. VACATION LEAVE

A. Twelve (12) month, Full-Time Employees shall be entitled to vacation without loss of pay in accordance with the following schedule and subject to approval by the appropriate principal or administrator.

Period of Service	<u>Vacation</u>
6 months but less than 4 completed years of service	5 days
4 years but less than 10 completed years of service	10 days
10 years but less than 15 completed years of service	15 days
15+ completed years of service	20 days

- B. Twelve (12) month Regular Part-Time Employees shall be entitled to one (1) week of vacation without loss of pay, the pay to be equivalent to the average weekly pay of the Employee.
- C. In the event of the death of the Employee, the remaining unused vacation leave monetary value will be paid to the listed beneficiary.

#### 8. PAID HOLIDAYS

- . . . . .

- A. Twelve (12) month Full-Time and Twelve (12) month Regular Part-Time Employees shall be paid but not required to work on the following holidays:
  - The Day before New Year's Day (New Year's Eve), New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Day after Thanksgiving, the Day before Christmas (Christmas Eve), Christmas Day, and the Day after Christmas Day, for a total of eleven (11) paid holidays per Contract Year.
- B. All other Full-Time and Regular Part-Time Employees shall be paid but not required to work on those holidays listed above which fall during the school year. In addition, all Regular Part-Time Employees that are requested to work during the student summer vacation beyond July 4<sup>th</sup> shall be paid for the July 4<sup>th</sup> holiday.
- C. Monday shall be recognized as a holiday for those holidays occurring on a Sunday, and Friday for those holidays occurring on a Saturday; provided, however, that if the Monday or Friday is scheduled as a school day, then no holiday shall be granted.
- D. Any Employee required to work on a holiday (other than a school day) shall be compensated at two (2) times his/her regular wage.

### 9. PREGNANCY OR CHILDBIRTH LEAVE

Female employees who suffer temporary disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall, upon request, be granted a leave of absence for the period of such temporary disability, subject to the provisions of this section.

The first twelve (12) weeks will be considered as Family Medical Leave as described in the FML Act for those eligible. Accumulated sick leave, vacation leave, or personal leave may be charged against the absence upon the request of the Employee; otherwise, the absence shall be without pay. However, once leave of absence without

pay has commenced, an Employee may not charge any absence against accumulated sick leave, vacation leave, or personal leave until such Employee has returned to regular employment. Seniority and pension rights will continue to accrue during such paid leave.

Upon return to employment following such leave, the Employer shall offer the Employee the job held before going on the leave of absence, or a substantially equivalent position. Upon return to employment, the Employee shall be credited with an additional year of experience for salary purposes, provided that the Employee was employed working at least one-half (½) of the school year in which leave commenced.

Application for such leave shall be made in writing to the District Superintendent setting forth the date upon which the leave will begin and setting forth the anticipated date of return to employment. The Employer may require medical evidence establishing the beginning date or the terminating date of such disability.

When an Employee is on pregnancy or childbirth leave and subsequently determines that she will not return to employment and will resign the position at the expiration of such leave, said Employee must notify the Employer of this decision at least two (2) weeks prior to the anticipated date of return.

Any Employee absent from work for an extended period of time due to pregnancy or childbirth leave who has exhausted all sick leave, vacation leave, personal leave, and FMLA leave shall be responsible for full payment of their group life, health and dental insurance, if permitted by the insurance company. Arrangements for payment shall be made through the Chief Financial and Operations Officer or his/her designee.

### 10. ADOPTIVE PARENT LEAVE

Employees upon request may be granted a leave of absence for the purpose of becoming an adoptive parent. The leave shall be subject to the provisions of this section.

The first twelve (12) weeks will be considered as Family Medical Leave as described in the FML Act for those eligible.

Application for such leave shall be made in writing to the District Superintendent setting forth the date upon which the leave will begin and setting forth the anticipated date of return to employment. In no event shall such leave be granted for a period to extend beyond the beginning of the first academic semester following the first anniversary of the beginning of such leave.

Pension rights will not continue to accrue during unpaid leave, but upon return to employment, pension rights begin accruing at the same point as the beginning of the unpaid leave.

Accumulated sick leave, vacation leave, or personal leave may be charged against the absence upon the request of the Employee; otherwise, the absence shall be without pay. However, once leave of absence without pay has commenced, an Employee may not charge any absence against accumulated sick leave, vacation leave, or personal leave

until such Employee has returned to regular employment. Seniority and pension rights will continue to accrue during such paid leave.

Upon return to employment following such leave, the Employer shall offer the Employee the job the employee held before going on such leave of absence, or a substantially equivalent position. Upon the return to employment, the Employee shall be credited with an additional year of experience for salary purposes, provided that the Employee was employed at least one-half (½) of the school year in which leave commenced.

When an Employee is on adoptive parent leave and subsequently determines that he/she will not return to employment at the expiration of such leave, said Employee must notify the Employer of this decision at least two (2) weeks prior to the anticipated date of return.

Any Employee absent from work for an extended period of time due to adoptive parent leave who has exhausted all sick leave, vacation leave, personal leave, and FMLA leave shall be responsible for full payment of their group life insurance, dental insurance, and medical insurance, if permitted by the insurance company. Arrangements for payment shall be made through the Chief Financial and Operations Officer or his/her designee.

## 11. FUNERAL LEAVE

A. All Employees are eligible for leave of absence of three (3) days without loss of pay in the event of a death in the immediate family (Father, Mother, Brother, Sister, Son, Daughter, Son-In-Law, Daughter-In-Law, Husband, Wife, Parent-In-Law, Grandchild, or near relative residing in the Employee's household, or any person with whom the Employee has made his/her home).

An employee shall be granted a one (1) day leave of absence without loss of pay on the day of the funeral in the event of the death of a near relative. A near relative shall be defined as a First-Cousin, Grandfather, Grandmother, Aunt, Uncle, Niece, Nephew, Brother-In-Law, or Sister-In-Law.

B. An Employee may be absent to be a pallbearer for another Employee, subject to management's responsibility to maintain efficient operation; therefore, prior approval must be obtained from the appropriate principal or administrator.

#### 12. REST PERIOD

Any Employee who works four (4) or more hours per day shall be permitted one (1) fifteen (15) minute rest period or "coffee break" between the Employee's starting time and lunch period. This time shall not be deducted from the time the Employee is scheduled to work or added to their "work day". In no instance shall this period exceed fifteen (15) minutes from start to finish.

Any Employee who works eight (8) hours per day shall be permitted a second fifteen (15) minute rest period or "coffee break" between lunch and quitting time. This time shall not be deducted from the time the Employee is scheduled to work or added to their "work day". In no instance shall this period exceed fifteen (15) minutes from start to finish. Full-Time employees accreted to the bargaining unit by the Pennsylvania Labor Relations Board (PLRB) in September of 2007, who prior to that time received two (2) rest periods, shall continue to receive two (2) rest periods.

Employees will be permitted to leave their respective buildings during their lunch period, signing in and out for security reasons.

If an emergency arises and an employee does not get his/her full thirty (30) minute lunch, he/she shall return to lunch until their full thirty (30) minutes has been satisfied.

#### 13. JURY DUTY

All Employees who accept and discharge their civic responsibilities when called upon by a court of law (State or Federal), either to be examined for qualifications as a juror or to serve jury duty, shall be reimbursed for any loss of normal earnings. The regular salary may be received and the juror fee forwarded to the school district, or the Employee may retain the juror fee and be paid only for hours and/or days actually worked for the Employer. The Business Office will process all such requests for reimbursement. The juror fee shall be the per diem amount paid to an Employee, and shall not include any amount received for travel.

When Employees are subpoenaed to give testimony in a School District related issue, as a witness in court, the Employer shall grant paid leaves without loss of sick, personal, vacation or overtime pay.

### 14. HEALTH SERVICES

Physical examinations required by the Employer including, but not limited to TB test, x-rays, Hepatitis vaccine, and Influenza immunization (not exceeding one (1) per year), will be provided by the Employer through the school physician and at the Employer's cost. The Employee shall pay any required examinations performed by an Employees' personal physician and any required reports shall be in a form acceptable to the Employer.

#### 15. TRAVEL ALLOWANCES

Any employee required to use his/her privately owned vehicle in the performance of school duties by a directive (verbal or written) of the School District Superintendent, a Principal, or an Administrator shall be paid at the current mileage rate published by the Internal Revenue Service.

## 16. COMPLIMENTARY TICKETS

All Employees shall receive a complimentary, non-transferable ticket to all home school athletic events.

#### 17. CLOTHING ALLOWANCE

The District agrees to provide outerwear necessary for Maintenance, Grounds and Full-Time/Part Time Custodial Employees for the performance of outside duties, including stocking caps, hats, gloves, jackets and coveralls. The purchased outerwear shall remain on school property and is only provided to the Employees for use of outside duties as assigned by the District. Employees shall notify their immediate Supervisor should the outerwear become torn or damaged for replacement. The District will also reimburse Regular Full-Time and Part -Time Food Service Employees, Maintenance, Grounds and Full-Time/Part-Time Custodial Employees, for footwear, not to exceeded Seventy-Five dollars (\$75.00) every other year of their employment. Employees whose shoes are damaged while at work, which results in the shoes no longer being in a condition to be worn, may request new footwear from the district, up to Seventy-Five (\$75.00) dollars in non-reimbursable years if approved by their immediate supervisor and the Chief Financial and Operations Officer.

#### 18. REIMBURSEMENT FOR CLEARANCES

Regular part-time employees, defined as less than 5 hours per day, will receive reimbursement for the cost of background checks and clearances necessary to maintain employment.

### 19. REIMBURSEMENT FOR COURSES

The District agrees to tuition reimbursement for courses taken by employees related to their area of employment with the District and as approved at the discretion of the Superintendent or his/her designee.

The Employer will reimburse employees a percentage (as set forth in the paragraph below), of the lesser of (a) the tuition rate actually paid or (b) the current rate for graduate level courses at Pennsylvania State University – Main Campus. For the purposes of this provision "tuition Rate shall include registration, laboratory and/or computer lab fees.

All courses must be approved by the Superintendent or his/her designee before registration. The Employer will reimburse only once for any course and will not

reimburse for course description or outline as courses previously reimbursed (unless prior approval is given by the Superintendent or his/her designee in his/her sole discretion). The total number of credits to be reimbursed to any one (1) employee under this section shall be set at 12 credits per contract year.

Reimbursement shall be 100% for a grade of "A", 80% for a grade of "B" and 0% for a grade of "C" or worse. In a Pass/Fail grading system, "Pass" will receive 100% reimbursement and "Fail" will receive no reimbursement.

Requests for reimbursement must be accompanied by an official grade report from the college, university, technical school, trade school, or CAPE testing where the credits or certification were earned or an official certificate of completion. All final requests for reimbursement must be submitted to the Superintendent within sixty (60) days of the receipt of the final grade.

A member of the bargaining unit who leaves the District for any reason other than retirement, disability retirement, or death under this provision must repay the reimbursement (or have it withheld from any monies due to them by the District) according to the following schedule:

Date of the Most Recent Reimbursement	Amount of	Repayment
One (1) Year or less	100%	
Two (2) Years or less	50%	
College Level Programs		
Date of the Most Recent Reimbursement	Amount of	Repayment
Three (3) Years or less	100%	
More than 3 years but less than 5 years	50%20.	<b>SECTION 125</b>

# PLAN/FLEXIBLE SPENDING ACCOUNTS

The District shall handle employee premium share contributions for the cost of insurance in a manner which is consistent with 26 United States Code, Section 125 and Act 166 of 2002, as amended, which thereby minimizes employees' federal (including Social Security and Medicare), state, and local income tax liability.

Effective July 1, 2008, the District shall supplement its Section 125 plan to permit for employee contributions into a Flexible Spending Account on a pre-tax basis to the extent permitted by law for qualifying unreimbursed medical expenses and over-the-counter drugs and a maximum of \$5,000.00 per plan year for employee contributions into a dependent care Flexible Spending Account on a pre-tax basis. Further, no employee may elect to contribute to his/her Flexible Spending Account an amount that exceeds his/her net income.

The parties recognize that federal tax regulations presently require that funds contributed by an employee under a Section 125 plan must be forfeited if they are not utilized during the pertinent election period (hereinafter "remaining funds"). The parties further recognize that the District will incur certain costs in connection with establishing and administering the Section 125 plan, including but not limited to costs arising from employees who leave their employment at a point in the plan year when their benefit usage exceeds their contributions to date.

# 21. 403(b) PLAN DOCUMENT/TAX SHELTERED ANNUITIES

The Employer and the Association agree to enter into a Memorandum of Understanding regarding the development of a 403(b) written plan document that will be consistent with the Internal Revenue Code. The plan document shall govern the terms of all non-elective employer contributions and voluntary employee contributions to the plan. All employees shall be eligible to voluntarily contribute funds, subject to the maximum limit set forth in the Internal Revenue Code. Voluntary employee contributions shall be made via payroll deduction into one or more 403(b) accounts with vendors that are permitted under the District's 403(b) written plan document and the Internal Revenue Code. Employees shall be bound by the terms of the written plan document as it relates to vendors, transfers, exchanges, rollovers, hardship withdrawals, loans, and all other terms of the written plan document and will further execute salary reduction agreements as prepared by the District.

# 22. Personal Property Damaged or Destroyed During Working Hours

Employees who have personal property damaged or destroyed through no fault of their own are eligible to have the replacement cost of the damaged or destroyed to reimbursed through the District. Reimbursement is not to exceed more than \$200.

Reimbursement in excess of \$200 may be approved by the Superintendent on a case by case basis, approval or disapproval shall be based on the circumstances of the damage and the actual property damaged.

Employee must complete a Worker's Compensation Packet documenting the damage or destruction that occurred to the property.

Employee must pay for damaged items and submit a receipt to the District for reimbursement within 30 days of incident. If the damaged item is eye glasses and the employee is covered by the District's Vision Insurance, the employee must first attempt to cover the damages by insurance prior to submitting for reimbursement.

Items that are eligible for reimbursement include only those personal items required for the employee's position. Example of items not included are cell phones, iPads, and jewelry.

### APPENDIX "C"

# **Hours of Work**

1. REGULAR FULL-TIME EMPLOYEES/ALL FULL-TIME EMPLOYEES
All twelve (12) month, Full-Time Maintenance and Custodial Employees and the
Computer Network Manager shall work eight (8) hours per day, fifty-two weeks per year.
The twelve (12) month, Full-Time Computer Technicians, District Media Coordinator,
and Senior Computer Technician shall work seven and one-half (7½) hours per day, fiftytwo weeks per year. All other Full-Time Employees shall work the number of days per
year and the number of hours per year as provided elsewhere in this APPENDIX "C".

# 2. SECRETARIES, ACCOUNTING CLERK, ACCOUNTS PAYABLE/PURCHASING COORDINATOR

- A. Ten (10) month Full-Time Employees under this section shall work seven and one-half (7½) hours per day for such number of days as are in the teacher work year, and seven (7) hours per day for the ten (10) days prior to the first teacherday and ten (10) days subsequent to the last teacher-day of school or at the discretion of the building principal.
- B. Twelve (12) month Full-Time Employees under this section shall work seven and one-half (7½) hours per day for such number of days as are in the teacher work year, and seven (7) hours per day for the remainder of the year.

#### 3. SCHOOL AIDES

School aides shall work such number of hours per day and for such number of days per year as are established by the Chief Financial and Operations Officer (CFOO).

### 4. FOOD SERVICE PERSONNEL

- A. Head Cooks shall work such number of hours per day for such number of days per year as are established by the Chief Financial and Operations Officer (CFOO).
- B. Cooks shall work such number of hours per day for such number of days per year as are established by the Chief Financial and Operations Officer (CFOO). Any Full-Time Cook temporarily acting as Head Cook shall work one (1) extra hour per day.

## 5. **REGULAR PART-TIME EMPLOYEES**

The phrase "Regular Part-Time Employees" as used in this Agreement shall mean an employee regularly assigned by the Employer to render services for a term not to exceed an average of four (4) hours and fifty-nine (59) minutes per day based upon a five (5) day work week. All benefits will be maintained as stated in the contract.

# 6. ALL OTHER EMPLOYEES

All other employees not defined by this APPENDIX "C" shall work such number of hours per day and for such number of days per year as are established by the Chief Financial and Operations Officer (CFOO).

## 7. OVERTIME

- A. All work done beyond forty (40) worked hours per week shall be compensated at the rate of one and one-half (1½) times the regular hourly rate of pay for the particular Employee.
- B. Employees shall work beyond their regularly scheduled work day/week only when authorized to do so by the appropriate principal or administrator.

### 8. IN-SERVICE TIME

Employees who are encouraged or required by an Administrator to attend inservice activities outside their regular work schedule shall be compensated at their regular hourly rate for the hours of attendance. No less than one (1) hour will be scheduled.

#### 9. EMERGENCIES

- A. In the event of severe weather emergencies declared by government officials, Employees who are not permitted to travel due to government road closures shall be compensated for their regularly scheduled hours as per Government Directive.
- B. In the event of an early dismissal or delayed closure of school due to inclement weather or other emergency, the food service personnel shall be allowed to leave as soon as the kitchen is in order, and shall be paid for actual hours worked, but not less than two (2) hours.
- C. Employees called in outside their regular hours due to emergencies shall be compensated for actual hours worked, but not less than two (2) hours.
- D. In the event of an early dismissal, all custodial staff will begin work at their regularly scheduled time unless otherwise approved by his/her supervisor.
- E. With respect to Early Dismissals, all employees will only be paid for hours worked with the approval of their supervisor. Any hours missed due to any early dismissal will be permitted to be made up only within the pay period of the early dismissal. In the event an employee cannot work longer to make up the early dismissal, the employee may use a half-day vacation leave or a half-day personal leave day.
- F. With respect to Morning Weather Delays, all employees will only be paid for the time worked. Employees are to use safe driving at their discretion and report to

work at regular scheduled time or use the delay time unpaid. Employees reporting to work at regular scheduled time shall see their immediate supervisor to ensure there is work to be completed during the delay time when students are not in the buildings.

On any make-up day, all employees shall be required to report to work; however, in the event an employee is not available on the make-up day due to a pre-arranged appointment, said employee may use a personal leave or vacation leave day according to their balance available.

In the case of Early Dismissals and Morning Weather Delays, all employees shall mark their time card with the time worked (actual time reported to work and time ended).

# 10. ATTENDANCE AT MEETINGS, CONFERENCES, AND CONVENTIONS

When an Employee attends a meeting, conference, or convention, either at the request of the School District or with the approval of the School District (excluding meetings, conferences, and conventions for the Association), the Employee will be paid the regular salary and the cost of the registration, fees, meals, and lodging, actually and necessarily incurred, while in attendance at such meeting, together with the actual cost of common carrier transportation or at the current mileage rate published by the Internal Revenue Service.

#### APPENDIX "D"

# **Grievance Procedure**

#### 1. PURPOSE

In the event of a dispute or difference, the parties hereto shall continue to transact and conduct their business in the same manner as at the time of the question or questions in the dispute until a settlement is reached through the grievance and arbitration procedure provided in this article.

#### 2. **DEFINITIONS**

- A. The word "grievance" as used in this Agreement, shall mean a charge by a member or members of the bargaining unit that there has been a violation or misinterpretation of the terms of this Agreement.
- B. An "Association Representative" shall be defined as an Employee of Dover Area School District, who is appointed by the President of the Dover Area Education Support Professionals (DAESP) and the dissatisfied Employee(s).
- C. The term "day" shall mean working school day.
- D. A "complaint" is dissatisfaction by an employee, or group of Employees, related to a condition of this Agreement that can be resolved by mutual consent or that terminates due to failure of the Employee to formally sign a grievance form.

## 3. GRIEVANCE PROCESS

The parties to this Agreement agree that an orderly and expeditious resolution of a grievance arising out of the terms of this Agreement shall provide a "five step" process described in the following paragraphs:

#### STEP I.

- A. In the event there is a dispute involving the meaning, interpretation or application of this Agreement, a written complaint shall be submitted to the President of the Dover Area Education Support Professionals (DAESP) for consideration.
- B. The President of DAESP will then:
  - 1. Identify the parties.
  - 2. Identify the provisions of this Agreement involved in the grievance.
  - 3. Identify the time when and the place where the alleged events or conditions constituting the grievance existed.

- 4. Identify the person responsible for causing such events or conditions.
- 5. Submit a general statement for the grievance and redress sought by the aggrieved party to the employee's immediate supervisor within ten (10) days of the occurrence of the event that gave rise to the grievance. The grievance shall identify any and all provisions of this Agreement which are alleged to have been violated.
- C. Upon receipt of the general statement of the grievance, the immediate supervisor shall convene an informal meeting with the aggrieved party within ten (10) days of the receipt of the grievance with the intent of attempting to resolve the grievance informally.
- D. The immediate supervisor shall reply to the grievance within ten (10) days following the informal meeting with the aggrieved party. If the grievance is denied, the response shall set forth the reason(s) for the denial.

#### STEP II.

- A. If the parties fail to come to an agreement in STEP I, the Employee or Employees affected shall file a grievance with the Chief Financial and Operations Officer (CFOO) within ten (10) days after receipt of the decision rendered by the employee's immediate supervisor, or in the absence of such reply, within ten (10) days after such reply was due. The aggrieved party shall furnish the Chief Financial and Operations Officer (CFOO) a copy of the statement of the grievance originally submitted to the employee's immediate supervisor along with copies of any and all written responses received at STEP I for his/her consideration.
- B. The CFOOshall reply to the grievance within ten (10) days after its receipt. If the grievance is denied, the response shall set forth the reason(s) for the denial.

### STEP III.

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If the action in STEP II failed to resolve the alleged grievance, the person or persons initiating such grievance may, within ten (10) days after the receipt of the reply at STEP II, or in the absence of such reply, within ten (10) days after such reply was due, refer it to the Superintendent. The Superintendent shall reply to the alleged grievance within ten (10) days after its presentation to him/her. If the grievance is denied, the response shall set forth the reason(s) for the denial.

#### STEP IV.

If the action in STEP III failed to resolve the alleged grievance, the person or persons initiating the grievance, may within five (5) days after receipt of the reply at STEP III, or in the absence of such reply, within five (5) days after such reply was due, present the alleged grievance to the Board of School Directors, such presentation to be delivered to the Secretary of the School Board.

The Board of School Directors shall consider the alleged grievance at the next official School Board meeting, and shall reply thereto within ten (10) days of such meeting. The grievant and/or grievance representative shall be given reasonable opportunity to present the grievant's position to the Board in a planning or premeeting session.

### STEP V.

If the action in STEP IV failed to resolve the alleged grievance, the Association may, within five (5) days after receipt of the reply at STEP IV, or in the absence of such reply, within five (5) days after such reply was due, refer the alleged grievance for arbitration as provided in Section 903 of Act 195.



LBT - Dover Area School District - Support

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

Group Numbers: 02875330, -31, -32, -40, -41, -42, -50, -51, and -52

Benefit	In Network	Out of Network
	eneral Provisions	
Effective Date	July 1	, 2023
Benefit Period (1)	Contract Year Begins July 1, 2	2023 and Ends June 30, 2024
Deductible (per benefit period)	THE STATE OF THE PARTY AND THE REST	18:50
ndividual	\$850	\$1,500
Family	\$1,700	\$3,000
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes coinsurance. Once met, plan	reg promoted appropriate to the	
pays 100% coinsurance for the rest of the benefit period)		The state of the s
ndividual	None	\$3,000
Family	None	\$6,000
Total Maximum Out-of-Pocket (Includes deductible,		2.50
coinsurance, copays, prescription drug cost sharing and		
other qualified medical expenses, Network only) (2) Once	LULES A CONTROL OF THE SHEET	4 -4/70
met, the plan pays 100% of covered services for the rest of		
the benefit period.		F 1942
Individual	\$9,100	Not Applicable
Family	\$18,200	Not Applicable
	linic/Urgent Care Visits	
Retail Clinic Visits & Virtual Visits	100% after \$25 copay	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$25 copay	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$35 copay	80% after deductible
Virtual Visit Provider Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$35 copay	80% after deductible
Telemedicine Services (3)	100% after \$25 copay	Not Covered
	reventive Care (4)	
Routine Adult		
Physical Exams	100% (deductible does not apply)	80% after deductible
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine		80% (deductible does not apply)
Mammograms, Medically Necessary	100% (deductible does not apply)	
	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures Routine Pediatric	100% (deductible does not apply)	80% after deductible
Physical Exams	4000/ (deductible deservations)	CON after deductible
	100% (deductible does not apply)	80% after deductible
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
	nergency Services	
Emergency Room Services (5)	100% after \$150 copa	ay (waived if admitted)
Ambulance – Emergency (6)	100% (deductible does not apply)	100% (deductible does not apply)
Ambulance - Non-Emergency (6)	100% after deductible	80% after deductible
	Surgical Expenses (including maternit	
Hospital Inpatient	100% after deductible	80% after deductible
		ys/admission
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services)	100% after deductible	80% after deductible
ncluding dependent daughter		
Medical Care (including inpatient visits and consultations)	100% after deductible	80% after deductible
Surgical Expenses (except office visits) includes Assistant		
Surgery, Anesthesia, Sterilization, and Neonatal	100% after deductible	80% after deductible
Circumcision excludes Sterilization Reversal Procedures		
Therapy a	nd Rehabilitation Services	
Physical Medicine	100% after \$35 copay	80% after deductible
— 100 ■ 100 mg/m (2011 / 100 mg/m) (100 mg/m)		/benefit period

Benefit	In Network	Out of Network		
Respiratory Therapy	100% after deductible	80% after deductible		
Speech and Occupational Therapy	100% after \$35 copay	80% after deductible		
	Limit: 36 visits per type of	of therapy/benefit period		
Spinal Manipulations	100% after \$35 copay	80% after deductible		
	Limit: 36 visits	/benefit period		
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible		
Mental Heal	th / Substance Abuse	(A) (1) (A) (A) (A) (A) (A) (A) (A) (A) (A) (A		
Inpatient Mental Health Services	100% after deductible	80% after deductible		
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible		
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after \$35 copay	80% after deductible		
Outpatient Substance Abuse Services	100% after \$35 copay	80% after deductible		
Oil	her Services	<b>《</b> 图》是"是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一		
Allergy Extracts and Injections	100% after deductible	80% after deductible		
Assisted Fertilization Procedures	Not Covered	Not Covered		
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible		
Diagnostic Services				
Advanced Imaging (MRI, CAT, 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		
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible		
Home Health Care	100% after deductible	80% after deductible		
nome nealth care	Limit: 60 visits/benefit period aggregate with visiting nurse			
Hospice	100% after deductible	80% after deductible		
Infertility Counseling, Testing and Treatment (7)	100% after deductible	80% after deductible		
Private Duty Nursing	100% after deductible	80% after deductible		
Skilled Nursing Facility Care	100% after deductible	80% after deductible		
	Limit: 100 days/benefit period			
Transplant Services	100% after deductible	80% after deductible		
Precertification/Authorization Requirements (8)	Yes	Yes		

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

(1) Your group's benefit period is based on a Contract Year. The Contract Year is a consecutive 12-month period beginning on your employer's effective date. Contact your employer to determine the effective date applicable to your program.

(2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.

(3) Telemedicine Services (acute care for minor illnesses available on-demand 24/7), must be performed by a Highmark approved telemedicine vendor. Additional services provided by an approved telemedicine vendor are paid according to the benefit category that they fall under (e.g. PCP is eligible under the PCP office visit benefit, behavioral health is eligible under outpatient mental health).

(4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).

(5) Benefits for Emergency Care Services rendered by an Out-of-Network Provider will be paid at the Network services level. Benefits for Hospital Services or Medical Care Services rendered by an Out-of-Network Provider to a member requiring an inpatient admission or observation immediately following receipt of Emergency Care Services will be paid at the Network services level. The member will not be responsible for any amounts billed by the Out-of-Network Provider that are in excess of the plan allowance for such services.

(6) Air Ambulance services rendered by out-of-network providers will be covered at the highest network tier level of benefits. Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit. (7) 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.

(8) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.



# LBT - Dover Area School District - Support

Prescription Drug Card Program - Effective 7/1/2023-6-30-2024 (Contract Year)

Group Numbers: 02875330, -31, -32, -40, -41, -42, -50, -51, and -52

PRESCRIPTION DRUG	RETAIL PHARMACY	MAIL SERVICE PHARMACY			
Deductible	\$25 Individual				
Prescription Drug Defined by the National Pharmacy Network - Not Physician Network.	34 day supply 80% Generic Plan Payment \$15 minimum/\$45 maximum per presciption 80% Brand Formulary Plan Payment \$20 minimum/\$80 maximum per prescription 80% Brand Non-Formulary Plan Payment \$30 minimum/\$100 maximum per prescription	90 day supply 80% Generic Plan Payment \$30 minimum/\$90 maximum per prescription 80% Brand Formulary Plan Payment \$40 minimum/\$155 maximum per prescription 80% Brand Non-Formulary Plan Payment \$45 minimum/\$160 maximum per prescription			
Formulary		ehensive			
Formulary Benefit Design	Ince	ntive			
Generic Substitution	will be responsible for the brand dr cost between the brand and generic	rug that has a generic equivalent you ug copayment plus the difference in drugs, unless your physician requests e drug be dispensed			
Out-of-Pocket Maximum	Not Applicable				
Claim Submission	Pharmacy Files at Point-of-Sale				
Non-Network Pharmacy		overed			
	VENTIVE MEDICATIONS				
Preventive Covered Drugs		l/or copayments do not apply			
Contraceptives (oral and injectable)	IPTION DRUG CATEGORIES				
Fertility Agents		ered overed			
Fluoride Products		ered			
Insulin and Diabetic Supplies		ered			
Smoking Deterrents (prescription)		ered			
Vitamins (prescription)	Covered				
Weight Loss Drugs	Covered				
Allergy Serum	Not Covered				
Durable Medical Equipment	Not Covered				
Prescription Hair Growth Products	Not Covered				
	IANAGEMENT PROGRAMS	The state of the s			
Exclusive Pharmacy Provider		ion drugs are covered only when they xclusive pharmacy provider.			
Quantity Level Limits on selected prescription drugs	Applies – the quantity dispensed	d under your plan per new or refill per recommended guidelines.			
Managed Rx Coverage on selected prescription drugs	Applies - certain drug therapies may be monitored for appropriate usage and subject to case evaluation if recommended guidelines are exceeded				
Managed Prior Authorizations	exce	eded			

The Highmark formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. The formulary was developed by Highmark Pharmacy Services and approved by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. All plan formularies include products in every major therapeutic category. Plan formularies vary by the number of different drugs they cover and in the cost-sharing requirements. Your program includes coverage for both formulary and non-formulary drugs at the copayment or coinsurance amounts listed above. Under the soft mandatory generic provision, when you purchase a brand drug that has a generic equivalent, you will be responsible for the brand-drug copayment plus the difference in cost between the brand and generic drugs, unless your doctor requests that the brand drug be dispensed. Your plan requires that you use Accredo specialty pharmacy to obtain select specialty medications. The Copay Armor program helps members to afford high cost medications (mostly specialty) by leveraging manufacturer coupon dollars. Members will not need to change where prescriptions are filled and will be contacted by Pillar Rx for cost savings enrollment.



#### Discrimination is Against the Law

The Claims Administrator/Insurer compiles with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Claims Administrator/Insurer does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex assigned at birth, gender identity or recorded gender. Furthermore, the Claims Administrator/Insurer will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. The Claims Administrator/Insurer will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual. The Claims Administrator/Insurer:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
- Information written in other languages

if you need these services, contact the Civil Rights Coordinator.

If you believe that the Claims Administrator/insurer has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: Civil Rights Coordinator@highmarkhealth.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hts.gov/ocr/portal/lobby.isf, or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue, SW Room S09F, HHH Building Washington, D.C. 20201 1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ccr/office/file/index.html.

Insurance or benefit/claims administration may be provided by Highmark, Highmark Choice Company, Highmark Coverage Advantage, Highmark Health Insurance Company, First Priority Life Insurance Company, First Priority Health, Highmark Benefits Group, Highmark Select Resources, Highmark Sentor Solutions Company or Highmark Sentor Health Company, all of which are independent licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call the number on the back of your ID card (TTY: 711).

ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratulta, están disponibles para usted. Llarne al número en la parte posterior de su tarjeta de identificación (TTY: 711).

请注意:如果您说中文,可向您提供免费诉消协助服务。 请按打您的身份证费面的号码(TTY:711)。 CHỦ Ý: Nếu quý vị nái tiếng Việt, chúng tôi cung cấp dịch vụ hỗ trợ ngôn ngữ miền phi cho quý vị. Xin gọi số điện thoại ở mặt sau thể ID của quý vị (TTY: 711).

암립: 환국어를 사용하시는 문화를 위해 무료 중역이 제공됩니다. ID 카드 닷먼에 있는 번호로 전화하십시오 (TTY: 711).

ATENSYON: Kung nagsasalita ka ng Tagatog, may makukuha kang mga libreng serbisyong tutong sa wika. Tawagan ang numero sa likod ng lyong ED card (TTY: 711).

ВНИМАНИЕ: Если вы говорите по-русски, вы можете воспользоваться бесплатными услугами языковой поддержки. Позвожите по можеру, указанному на обороте вашей идентификационной карты (номер для текст-телефонных устройств (TTY): 711).

تنبت إنا كات تتعنث اللغة العربية. فينك خنسات المعارنة في اللمة السعانية ستامة اك. المسل بالراقم الموجود خلاب بطاقة هويتك (جهار الاتصال لقوي صعوبات السمع والقطاق: 711).

Kominike: Si se Kreyèl Ayisyen ou pale, gen sèvis entèprèt, gratis-ticheri, ki la pou ede w. Rele nan nimewo ki nan do kat idantite w la (TTY: 711).

ATTENTION: Si vous parlez français, les services d'assistance linguistique, gratuitement, sont à votre disposition. Appelez le numéro au dos de votre carte d'identité (TTY: 71 1).

UWAGA: Dia osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń pod numer podany na odwrocie karty ubezpieczenia zdrowotnego (TTY: 711).

ATENÇÃO: Se a sua lingua é o português, temos atendimento gratuito para você no seu idioma, Ligue para o número no verso da sua identidade (TTY: 711).

ATTENZIONE: se parla italiano, per lei sono disponibili servizi di assistenza linguistica a titolo gratuito. Contatti il numero riportato sul retro della sua carta d'identità (TTY: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, steht Ihnen unsere fremdsprachliche Unterstützung kostenlos zur Verfügung. Rufen Sie dazu die auf der Rückseite Ihres Versicherungsausweises (TTV: 711) aufgeführte Nummer an.

注: 日本語が傾向部の方は言語アシスタンス・サービスを無料でご利用 いただけます。 ID カードの奥に明起されている番号に電話をおかけくだ さい (TTY: 711)

توجه: اگر شما به ویش فارسی صحبت می کنید، ختمات کمک زبش، به صورت رایگانی، در دسترس شملست. با شماره و قام در پشت کارت شناسایی خود ( TTY: 711) تماس بگورید. Plan Benefit Highlights for: Dover Area School District

Group No: 05902

Eligibility	For eligibility details, refer to the plan's Evidence/Certificate of Coverage (on file with your benefits administrator, plan sponsor or employer).				
Deductibles	None				
Maximums	\$1,200 per person each calendar year				
D & P counts toward maximum?	Yes				
Waiting Period(s)	Basic Services None	Major Services None	Prosthodontics None		

Benefits and Covered Services*	Delta Dental PPO and Premier dentists**	Non-Delta Dental dentists**	
Diagnostic & Preventive Services (D & P) Exams, cleanings, x-rays and sealants	100 %	100 %	
Basic Services Fillings	85 %	85 %	
Endodontics (root canals)	85 %	85 %	
Surgical Periodontics (gum treatment)	85 %	85 %	
Non-Surgical Periodontics (gum treatment)	100 %	100 %	
Oral Surgery	85 %	85 %	
Major Services Crowns, inlays, onlays and cast restorations	50 %	50 %	
Prosthodontics Bridges and dentures	50 %	50 %	

- Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.
- Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Delta Dental of Pennsylvania	Customer Service	Claims Address
One Delta Drive	800-932-0783	P.O. Box 2105
Mechanicsburg, PA 17055		Mechanicsburg, PA 17055-6999

## deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

# Lincoln Benefit Trust - Dover Area School District

#### Welcome to Davis Vision!

We are pleased to provide you with information on your vision benefit to help you care for your vision and eye health - a key part of overall health and wellness!

If you are not currently enrolled, please visit our member site at davisvision.com or call 1.877.923.2847 and enter client code 2896 to locate providers or for additional information.



Using your benefits is easy! Just log on to our Member site at davisvision.com and click "Find a Provider," or call us at 1.800.999.5431.

Make an appointment. Tell your provider you are a Davis Vision member with coverage through Lincoln Benefit Trust – Dover Area School District. Provide your member ID number, name and date of birth, and do the same for your covered dependents seeking vision services. Your provider will take care of the rest!

# 100% OF YOUR CALLS & CLAIMS ARE PROUDLY ADMINISTERED IN THE USA

# Your Davis Vision Fashion Plan Benefits

Benefit	Frequency Once every -	In-network Copay		In-network Coverage
Eye Examination	12 months	\$0	Covered in full. Includes dilation when professionally indicated.	
Spectacle Lenses	12 months	\$0	Clear plastic lenses in any single vision, bifocal, trifocal or lenticular prescription.  Covered in full. (See below for additional lens options and coatings.)	
Frame 12 months	\$0	Covered in Full Frames:	Any Fashion level frame from Davis Vision's Collection <sup>1</sup> (retail value, up to \$100).	
		OR, Frame Allowance:	\$100 credit toward any frame from provider plus 20% off any balance. No copay required.	
Contact Lens Evaluation, Fitting & Follow Up Care	12 months	\$0	Davis Vision Collection Contacts: Standard, Soft Contacts:	Covered in full Covered in full
			Covered in Full Contacts: Planned Replacement Disposable	From Davis Vision's Collection', up to: Two boxes/multi-packs* Four boxes/multi-packs*
Contact Lenses (in lieu of spectacle lenses)	12 months	\$0	OR, Contact Lens Allowance:	S130 allowance toward any contacts from provider's supply plus 15% off balance. No copay required.
			OR, Visually Required Contacts:	Covered in full with prior approval.
				*Number of contact lens boxes may vary based on manufacturer's packaging

Significant savings on optional frames, lens types and coatings!	Member Price
Davis Vision Collection Frames: Fashion   Designer   Premier	
Tinting of Plastic Lenses	\$15
Scratch-Resistant Coating	\$0
Premium Scratch-Resistant Coating	\$30
Ultraviolet Coating	
Anti-Reflective Coating: Standard   Premium   Ultra   Ultimate	
Polycarbonate Lenses	
High-Index Lenses: 1.67   1.74	
Progressive Lenses: Standard   Premium   Ultra   Ultimate	
Polarized Lenses	
Photochromic Lenses (i.e. Transitions®, etc.)3: Plastic   Glass	
Digital Single Vision Lenses	
Blended Lenses	
Scratch Protection Plan: Single Vision   Multifocal Lenses	
Trivex Lenses	\$50
Blue Light Filtering	

- The Davis Vision Collection is available at most participating independent provider locations. Collection is subject to change. Collection is inclusive of select tone and multificial contacts.
- For dependent children, monocular patients and patients with prescriptions of +/- 6.00 diopters or greater.
- \*Transitions\* is a registered trademark of Transitions Optical Inc.

Please note: Your provider reserves the right to not dispense materials until all applicable member costs, fees and capayments have been collected. Contact lenses: Routine eye examinations do not include professional services for contact lens evaluations. Any applicable fees above the evaluation and fitting allowance are the responsibility of the member. If contact lenses are selected and fitted, they may not be exchanged for eyeglasses. Progressive lenses: If you are unable to adopt to progressive addition fenses you have purchased, conventional bifocals will be supplied at no additional cost; however, your copayment is nonrefundable. May not be combined with other discounts or offers. Please be advised these lens options and sopayments apply to in-network benefits.

# Frequently Asked Questions

#### How can I contact Member Services?

Call 1.800.999.5431 for automated help 24/7. Live help is also available seven days a week: Monday-Friday, 8 a.m.-11 p.m. | Saturday, 9 a.m.-4 p.m. | Sunday, 12 p.m.-4 p.m. (Eastern Time). (TTY services: 1.800.523.2847.)

### What frames are in Davis Vision's Collection?

Our Collection offers a great selection of fashionable and designer frames, most of which are <u>covered in full</u>. No wonder 8 out of 10 members select a Collection frame. Log on to our member Web site at dayisvision.com and take a look!

#### When will I receive my eyewear?

Your eyewear will be delivered to your network provider generally within five business days of order receipt. Special prescriptions, lens coatings, provider frames or out-of-stock frames may delay the standard turnaround time.

#### Do I need a claim form?

Claim forms are only required if you visit an out-of-network provider. Claim forms are available on our member Web site.

#### Can I split my benefits?

You may split your benefits by receiving your eye examination and eyeglasses or contact lenses on different dates or through different provider locations. To maximize your benefit value we recommend that all services be obtained from a network provider.

#### Can I use an out-of-network provider?

Yes; however, you receive the greatest value by staying in-network. If you go out-of-network, pay the provider at the time of service, then submit a claim to Davis Vision for reimbursement, up to the following amounts: eye exam - \$40 | single vision lenses - \$30 | bifocal - \$40 | trifocal - \$60 | lenticular - \$72 | frame - \$64 | elective contacts - \$115 | daily wear - \$20 | extended wear - \$30 | visually required contacts - \$225.

#### Are there any exclusions to the vision benefits?

Your vision plan does not cover medical treatment of eye disease or injury; vision therapy; special lens designs or coatings, other than those described herein; replacement of lost eyewear; non-prescription (plano) lenses; contact lenses and eyeglasses in the same benefit cycle; services not performed by licensed personnel; two pair of eyeglasses in lieu of bifocals.

#### DAVIS VISION EXTRAS!

One Year Breakage Warranty Repair or replacement of your plan covered spectacle lenses, Collection frame or frame from a network retail location where the Collection is not displayed.

Additional Savings Members will receive 50% off of additional complete pairs of eyeglasses and sunglasses at Visionworks and 30% off at other participating providers on the same transaction. Otherwise, a 20% discount off the provider's usual and customary rate is available. Contact lenses are available at a 10% discount.

Mail Order Contact Lenses Replacement contacts (after initial benefit) through www.DavisVisionContacts.com mail-order service ensures easy, convenient, purchasing online and quick, direct shipping to your door. Log on to our member Web site for details

Laser Vision Correction Davis Vision provides you and your eligible dependents with the opportunity to receive discounted laser vision correction, often referred to as LASIK. For more information, visit www.davisvision.com.

Low Vision Services Comprehensive low vision evaluation once every five years and low vision aids up to the plan maximum. Covers up to four follow-up visits in five years.

Eye Health & Wellness Log on and learn more about your eyes, health and wellness; common eye conditions that can impair vision; and what you can do to ensure healthy eyes and a healthier life

For more details... about your vision benefits, patient rights and responsibilities about Davis Vision or to obtain a copy of Davis Vision's Privacy Practices Notice, please log on to our member Web site or contact us at 1.800.999.5431.

Davis Vision has made every effort to correctly summarize your vision plan features herein. In the event of a conflict between this information and your organization's contract with Davis Vision, the terms of the contract will prevail.

Fully insured product Underwitten by HM Life Insurance Company. Administered by Davis Vision, which may operate as Davis Vision insurance Administrators in California.