

**Contract Agreement
Between**

**HAZLETON AREA EDUCATION
SUPPORT PROFESSIONAL ASSOCIATION**

PSEA/NEA

And the

HAZLETON AREA BOARD OF EDUCATION

July 1, 2011 – June 30, 2017

TABLE OF CONTENTS

Article/Section/Title	Page
ARTICLE I Recognition	1
ARTICLE II Negotiations of a Successor Agreement	1
ARTICLE III General Provisions	
Section 3.1 Gender	1
Section 3.2 Discrimination	1
Section 3.3 Term "Employee"	1
ARTICLE IV Definitions	
Section 4.1 Full-Time, 12-Month Warehouse Employees	2
Section 4.2 Full-Time Cafeteria	2
Section 4.3 Part-Time Cafeteria	2
Section 4.4 Secretarial Employees	2
Section 4.5 Part-time Secretarial	2
Section 4.6 Full-time Paraprofessionals	2
Section 4.7 Part-time Paraprofessionals	2
Section 4.8 Definitions for Full and Part-Time Paraprofessionals & Cafeteria Workers	3
Section 4.9 Definition of Part-Time Courier Position	3
ARTICLE V No Strike-No Lockout Provision	3-4
ARTICLE VI Grievance Procedure	
Section 6.1 Purpose	4-5
Section 6.2 Steps	5-6
Section 6.3 Disciplinary Procedure	6-7
Section 6.4 Right to Representation	7
Section 6.5 Miscellaneous	8
ARTICLE VII Association Rights	
Section 7.1 Dues Deductions	8-9
Section 7.2 Maintenance of Membership	9
Section 7.3 Fair Share Fee	9
Section 7.4 Inter-School Mail	9
Section 7.5 School Facilities	10
Section 7.6 School Equipment.. ..	10
Section 7.7 Bulletin Boards	10
Section 7.8 Personnel File	10
Section 7.9 Required Meetings or Hearings	10-11
Section 7.10 Savings Clause -Separability	11

Section 7.11 Right to Manage	11
ARTICLE VIII Hours of Work	
Section 8.1 Work Day -Cafeteria	12
Section 8.2 Work Day -Warehouse Personnel	12
Section 8.3 Work Day _ Secretaries	12
Section 8.4 Summer Hours	12
Section 8.5 Secretarial Categories	13
Section 8.6 Paraprofessionals	13-14
ARTICLE IX Sick Leave	
Section 9.1 Eligibility	14
Section 9.2 Amount	14
Section 9.3 Payment for Unused Sick Leave	14
Section 9.4 Use of Sick Leave	14
Section 9.5 Sick Leave Bank	15-16
ARTICLE X Leaves of Absence	
Section 10.1 Personal	16
Section 10.2 Legal	16
Section 10.3 Military	16
Section 10.4 Bereavement	16-17
Section 10.5 Jury Duty	17
Section 10.6 Maternity	17
ARTICLE XI Seniority	
Section 11.1 Seniority	17
Section 11.2 Updates	17
Section 11.3 Break in Service	17-18
Section 11.4 Same Date of Hire	18
Section 11.5 Same Date Same Classification	18
ARTICLE XII Layoffs	
Section 12.1 Secretaries, Paraprofessionals, And Warehouse Personnel ...	18-19
Section 12.2 Cafeteria	19
Section 12.3 General Provisions	19
ARTICLE XIII Vacancies / Transfers	
Section 13.1 Cafeteria Workers	19
Section 13.2 Warehouse Personnel	19
Section 13.3 Secretaries	20
Section 13.4 Paraprofessionals	20-21
Section 13.5 Bidding Between Categories	21
Section 13.6 Probationary Period	21

ARTICLE XIV Fringe Benefits	
Section 14.1 Hospitalization	22-23
B. Benefit Waiver Policy	23-24
Section 14.2 Medical, Dental, Vision and Life Insurance Coverage	24
Section 14.3 Dental Insurance	25
Section 14.4 Vision Insurance	25
Section 14.5 Life Insurance	25
Section 14.6 Insurance Buy-In	25
Section 14.7 Hold Harmless -Insurance	26
Section 14.8 Descriptions	26
Section 14.9 Education/Training	26
 ARTICLE XV Overtime	 26
 ARTICLE XVI Physical Examinations	 26
 ARTICLE XVII Paid Holidays	
Section 17.1 Full-Time Secretaries and Full-Time 12-Month Employees	27
Section 17.2 Full-Time 10-Month Employees	27
Section 17.3 Part-Time Employees	28
Section 17.4 Weekend Holidays	28
 ARTICLE XVIII Vacations	
Section 18.1 Full-Time, 12-Month Employees	28-29
Section 18.2 Death or Retirement	29
 ARTICLE XIX Tardiness	 29
ARTICLE XX No Discrimination	29
ARTICLE XXI Printing of Agreement	30
ARTICLE XXII Immunization Program	30
ARTICLE XXIII Retirement	30
ARTICLE XXIV Retirement Incentive	30-31
ARTICLE XXV Higher Rate While Substituting	32
ARTICLE XXVI Modifications to Agreement	32
 ARTICLE XXVII Miscellaneous	
Section 27.1 Extra Duty Pay	32
Section 27.2 Notification of Postings	32
 ARTICLE XXVIII Wages	
Section 28.1 Payment Schedules.....	32-33
Section 28.2 Wage and Salary Schedules.....	33
Section 28.3 Salary Changes.....	34

Section 28.4 Paraprofessionals	34
Section 28.5 Secretaries.....	34
ARTICLE XXIX Management Rights	
Section 29.1 Function of Employer.....	34
Section 29.2 Matters of Managerial Policy.....	34-35
Section 29.3 Management Rights.....	35
ARTICLE XXX Drug & Alcohol Testing	35
ARTICLE XXXI Duration of Agreement.....	36

Attachment A – Current Employee Benefit Grid

Attachment B – New Benefit Eligible Employees Benefit Grid

This agreement between the Board of School Directors of the Hazleton Area School District, hereinafter called the "*BOARD*", and the Hazleton Area Education Support Professional Association, PSEA/NEA, hereinafter called the "*ASSOCIATION*", is entered into pursuant to the provisions of the Public Employee Relations Act of 1970 covering the period from July 1, 2011 to June 30, 2017

ARTICLE I RECOGNITION

The Board hereby recognizes the Association as the exclusive representative of its school service employees in a bargaining unit defined by the Pennsylvania Labor Relations Board in a Certification issued by said Board. This Certification was issued for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment in accordance with the provisions of the Public Employee Relations Act of 1970 as amended.

ARTICLE II NEGOTIATIONS OF A SUCCESSOR AGREEMENT

The parties hereby agree that negotiations to an Agreement to take effect on July 1, 2011, shall be commenced no later than January 10, 2017 provided the Association continues to be certified as the exclusive bargaining representative.

ARTICLE III GENERAL PROVISIONS

- Section 3.1** All references to employees in this Agreement designate both sexes and whenever the female gender is used, it shall be construed to mean male or female employee.
- Section 3.2** There shall be no discrimination, distinction or unreasonable disciplinary action in the treatment of an individual or group of individuals in matters affecting their employment status because of race, creed, color, sex, marital status, age, national origin, union affiliation or non-affiliation or political affiliation.
- Section 3.3** The terms "employee" and "employees" as used in this Agreement shall be deemed to apply only to those persons within the bargaining unit and this agreement shall apply to and affect only such persons.

ARTICLE IV DEFINITIONS

- Section 4.1** Full time, twelve (12) month warehouse employees who work eight (8) hours a day, five (5) days a week; warehouse employees include warehouse assistants and warehouse couriers.
- Section 4.2** Full-time cafeteria employees are those who work five (5) hours or more per day, five (5) days per week. In the event less than 180 days a work year occurs, the employer and employees agree to contribute all the necessary funds, as allowed by law to receive credit for a full year of retirement as defined by PSERS.
- Section 4.3** Part-time cafeteria employees are those who work less than five (5) hours per day. In the event less than 180 days a work year occurs, the employer and employees agree to contribute all necessary funds, as allowed by law to receive credit for a full year of retirement as defined by PSERS.
- Section 4.4** Secretarial employees are those employees whose regular work week shall begin at 12:01 A.M. on Monday and end at 12:00 Midnight on Sunday and shall normally consist of five (5) consecutive work days, Monday through Friday. Secretarial classifications are as follows:
- a) General Secretary
 - b) Financial Secretary
 - c) Business Office Specialists
 - d) Coordinators
 - e) Bilingual Liaisons
 - f) Principal Assistants (school year)
- Section 4.5** Part-time secretarial employees are those working on an hourly basis for the school year, but not less than 180 days, for four and one-half (4-1/2) hours per day.
- Section 4.6** Full-time paraprofessionals are those employees working as special education aides, building aides, and library aides who are regularly assigned to work five (5) hours or more per day performing work involving student assistance.
- Section 4.7** Part-time paraprofessionals are those who are regularly assigned to work less than five (5) hours per day performing work involving student assistance.

Section 4.8 Definitions for Full-and-Part-Time as it relates to Paraprofessionals and Cafeteria Workers

Grandfathered employees -All employees who are considered full time as defined in sections 4.2, 4.4 and 4.6 above as of the date of the signing of this agreement will be grandfathered as full time employees and will maintain that full time status for the purpose of maintaining their medical, dental, vision and life insurance benefits so long as they continue in full time status. These grandfathered full time employees will receive all other benefits to which full time employees are entitled, including but not limited to holidays, sick days, etc...

All newly-hired employees and all employees who are considered part-time as defined in Sections 4.3, 4.5 and 4.7 above as of the date of the signing of this agreement will follow a new definition of full time and part time employees. Under the new definition, an employee must regularly work 7 hours or more per day to be considered full time except as set forth in Article 14. Any newly-hired employees and all employees who are considered part time as defined in the 2003-2007 collective bargaining agreement as of the date of the signing of this agreement who regularly works less than 7 hours per day will be considered part time. This new definition for full-time and part-time status will apply to all benefits to which they are entitled, including but not limited to holidays, sick days, etc., but excluding medical benefits which are addressed in section 14.1A

Section 4.9 Definition of Part Time Courier.

The part-time courier position shall have a work schedule of 4.5 hours per day, 180 days (during the school year). Salary shall be the same, prorated for 4.5 hours per day as outlined for a Courier position. This position is not eligible for any medical/health benefits but is eligible for the same benefits (holiday, sick days, etc.) as other part-time employees under this agreement.

ARTICLE V NO STRIKE -NO LOCK-OUT PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act. During the term of this Agreement, the Association will not authorize, permit or condone any work stoppage, and the Board and its staff will not

authorize or permit any lockout of Association members or persons covered by this Agreement.

The Board shall be under no obligation to discuss or bargain with the Association concerning employees on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this contract.

The Board shall have the right to discipline, including discharge, any employee who causes and/or participates in such strike or does not continue to work, prior to the expiration of this contract. If an arbitrator finds that an employee committed any of the above violations, the arbitrator shall have no jurisdiction to change or modify the Board's discipline. If the arbitrator finds none of the above violations were committed, then this section does not apply and any grievance shall be decided by the arbitrator in accordance with the remaining provisions of this Agreement.

This provision shall not interfere with the bargaining unit's right to strike during normal impasse procedures.

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1 Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting covered employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- A. **Definition** -Grievances are defined as any disputes concerning the interpretation or application of or compliance with any of the provisions of this Agreement.
- B. **Work Day** -A work day for the purposes of this Article only is defined to mean any scheduled work day except where any of these days is observed by the bargaining unit as a holiday.
- C. **Contents of Grievance** -The grievance shall set forth the following:
 - 1. Nature of the grievance.
 - 2. Section of Agreement allegedly violated.
 - 3. Date of occurrence of the alleged violation.
 - 4. Relief sought.

- D. **Year-End Grievances** -In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved to the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

- E. **Time Limits** -Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Section 6.2 Steps

Step I -IMMEDIATE SUPERVISOR

A bargaining unit member with a grievance shall reduce it to writing on a form agreed upon by both parties and submit it to his immediate supervisor within seven (7) work days of when the employee knew or reasonably should have known of the event giving rise to the grievance either directly or through the Association's designated representative. The immediate supervisor shall report his answer on the form and return it to the employee within five (5) work days. The immediate supervisor for paraprofessionals will be the principal of the building in which the paraprofessional works. The immediate supervisor for secretaries will be that individual to whom the employee is immediately responsible. The immediate supervisor for cafeteria employees is the Food Service Director or Assistant Director. The building principal will be involved in this step of the grievance procedure.

Step II -SUPERINTENDENT OR DESIGNEE

If the aggrieved person is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within five (5) work days after the presentation of the grievance, the employee may file the grievance in writing with the Association within five (5) working days after the decision at Step I or five (5) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall refer to the Superintendent of Schools or his/her designee for disposition. The

Superintendent or his/her designee shall file a written decision within five (5) work days.

Step III -BOARD OF SCHOOL DIRECTORS

If the aggrieved person is not satisfied with the disposition of the grievance at the Superintendent's Level, he may within five (5) work days of receiving the Superintendent's written response, submit the grievance in writing to the Board of School Directors. The Board of School Directors shall consider the grievance at the next official Board of School Directors Meeting and return its decision in writing to the grievant within five (5) work days of the meeting.

Step IV -ARBITRATION

If the Board of School Directors fails to act as set forth above or, if the aggrieved person is not satisfied with the disposition of the grievance at Step III, then the Association on behalf of the grievant shall request arbitration if the Association wishes to proceed with the grievance. The Association will refer the grievance in writing to the PA. Bureau of Mediation. The arbitrator, when duly selected, shall proceed to consider the grievance. The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement. The arbitrator's decision will be final and binding upon both parties. The expense of the arbitrator shall be shared equally by the parties.

Section 6.3 DISCIPLINARY PROCEDURE

The following disciplinary procedure shall be used for alleged offenses:

First Offense -Verbal warning and receipt of such.

Second Offense -Written warning and receipt of such.

Third Offense -Suspended a days wages and given a warning.

Fourth Offense -Suspended for one week without pay.

Fifth Offense -Dismissal. All employees demoted, transferred or discharged.

If an employee has been found guilty of a first or second offense but has kept a clean record for two (2) consecutive years, all records pertaining to that offense shall be removed from that employee's files and further offenses will begin with a step one.

The five steps listed above apply to minor offenses. Minor offenses are offenses such as but not limited to tardiness, absences or uncleanliness.

For all employees automatic dismissal shall result from the following offenses:

1. Child Abuse: A determination or conviction of child abuse will be determined before appropriate legal authorities. While such determination or conviction is being made, the employee charged with child abuse shall be reprimanded or suspended with pay by the employer at the employer's discretion.
2. Drunkenness and/or drinking during the work day, and/or working under the influence of a controlled substance as defined by the Drug, Device and Cosmetic Act.
3. Three chargeable accidents within a two (2) year period. This provision subject to a two (2) year "clean record" clause as described above.
4. Theft.

Section 6.4 RIGHT TO REPRESENTATION

- A. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at the employee's option, by the representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.
- B. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

Section 6.5 MISCELLANEOUS

- A. **Group Grievances** -If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit a grievance in writing to the Superintendent directly and the process of such grievance shall be commenced at Step II. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person(s) does not wish to do so. The Association shall identify for the Board all individuals affected by a group/classification grievance as soon as practicable.
- B. **Separate Grievance File** -All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- C. **Forms** Forms for filing grievances, shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- D. **Meetings and Hearings** All meetings and hearings under this procedure shall be conducted in private unless both parties agree to a public meeting and shall include only the parties and their designated or selected representatives heretofore referred to in this Article.
- E. **Release time** -Grievance Procedure Involvement -No employee appearing as a witness shall suffer loss of any pay for time spent during regularly scheduled working hours in attending an arbitration hearing provided for in the grievance procedure if the time has been scheduled with the employee's supervisor.
- F. **Written Decisions** - Decisions rendered at each step of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and the Association.

ARTICLE VII ASSOCIATION RIGHTS

Section 7.1 Dues Deductions

The District agrees to deduct the currently applicable Association dues from the pay of those employees who are members of the Association. The amount to be

deducted shall be certified to the District by the Association and the deduction shall be made from the pay accruing to the employee monthly. The District shall transmit the total amount of each month's deductions to the Treasurer of the Association together with an itemized statement of current employee members by check by the 10th day of the month following said deductions.

Section 7.2 Maintenance of Membership

All employees who are presently members of the Association shall be subject to the "maintenance of membership" provision defined in Article III, Subsection 18 of the Public Employee Relations Act, Act 195. "Maintenance of membership" means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee or employees may resign from such employee organization during the period of fifteen (15) days prior to the expiration of any such agreement.

Section 7.3 Fair Share Fee

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. The District and the Association agree to comply with all provisions of said law. The Association agrees to extend to all nonmembers the opportunity to join the Association. The Association must supply the names and Social Security numbers of all persons who must pay the fair share.

If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Section, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Section shall cease.

Section 7.4 Inter-School Mail

The Association shall have reasonable use of inter-school mail facilities, and school mailboxes.

Section 7.5 School Facilities

The Association and its representatives shall have the use of school buildings for meetings after school hours if those buildings are unscheduled for other use at the time requested. Arrangements for such meetings shall be made with the appropriate administrator at least three (3) days in advance and during regularly scheduled working hours of the building Custodian.

Section 7.6 School Equipment

The Association shall have reasonable use of school facilities and equipment including, but not limited to: fax machines, typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

Section 7.7 Bulletin Boards

The Association will have the right to reasonable use of all designated District bulletin boards for Association business. Space shall be provided in all buildings housing bargaining unit members.

Section 7.8 Personnel File

No derogatory material shall be placed in an employee's personnel file without a conference and review of material with said employee. The employee shall acknowledge by signature that he has reviewed the material and may include in the file a rebuttal to said material. The employer shall establish a standard form for such acknowledgment indicating a failure to sign may result in disciplinary action.

Section 7.9 Required Meetings or Hearings

When an employee is required to appear before the Superintendent, Board or any committee thereof where the subject of the appearance shall concern suspension or discharge or other disciplinary action, except where health or safety consideration require immediate action, the said employee shall be given prior written notice of the reasons for such meetings and shall be entitled to

have representatives of the Association present to advise and represent him during such meetings or interviews.

Section 7.10 Savings Clause -Separability

This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision. Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under the Public School Code of 1949 as amended or the Public Employee Relations Act, Act 195, or other applicable laws and regulations.

Section 7.11 Right To Manage

The District's right to manage shall include the right to make and enforce reasonable rules and regulations and to make adjustments in such rules and regulations from time to time, provided that such changes do not constitute a unilateral implementation, alteration, addition or deletion to the present Collective Bargaining Agreement in effect at the time or the practices associated with the Collective Bargaining Agreement.

The right to manage shall include the right to discharge with just cause.

An employee who has been affected under this clause, as defined in the paragraph above, may file a grievance provided that the grievance is timely as defined by the grievance procedure contained herein (the Collective Bargaining Agreement).

Any failure by either party to adhere to the contractual timelines found within the grievance procedure will cause the grievance procedure to be sustained for the other party involved in the action.

ARTICLE VIII HOURS OF WORK

Section 8.1 Work Day -Cafeteria

Cafeteria managers will work and be paid for eight (8) hours per day which will include a one-half (1/2) hour duty-free lunch. Periodically, cafeteria managers shall be required to attend managerial meetings and training sessions and shall be compensated at the regular hourly rate therefor. For all other workers, work is based on actual hours of work. Present schedule is based on five (5) hours or more for fulltime workers other than cafeteria managers. Part-time hours vary according to need. Time for lunch is beyond hours of work. A paid fifteen (15) minute break will be provided to all cafeteria employees who work four (4) or more hours per day.

In each school year cafeteria employees will work no less than 180 days unless the required number of student days is reduced in a school year by the State Legislation. When the need for extra time arises, request is made by the kitchen manager to the Coordinator of Food Services, who determines the amount of time needed. If the cause is other than an emergency, the work schedule is adjusted.

Section 8.2 Work Day Warehouse Personnel

Warehouse employees shall work twelve (12) months per year eight (8) hours per day, which will include a one (1) hour duty free lunch.

Section 8.3 Work Day -Secretaries

Secretarial employees shall be on the job eight (8) hours per day, forty (40) hours per week, 260 days per year inclusive with a one (1) hour paid lunch each day. A paid fifteen (15) minute break period will be provided daily during the normal work day.

Section 8.4 Summer Hours

- a. Summer hours for 12-month employees shall be granted for four (4) consecutive weeks during the summer. Employees shall be notified of the dates for the four (4) consecutive weeks by May 1. The work day will begin at 7:30 A.M. and will end at 2:00 P.M. which will include a one-half (1/2) hour paid lunch.

Section 8.5 Secretarial Categories

- A. As of July 1, 1995, the category of secretary shall be determined by the preponderance of the duties of the position not the location of the position.
- B. Any employee currently recognized in a higher paying category than listed below shall remain in that category for salary purposes only. Upon termination of the employee, the job shall be re-categorized for salary purposes according to the contract in effect at that time.
- C. Any employee that disputes the category of their position may appeal to the "Position Review Committee" which shall be comprised of equal members of the Association and the employer. Decisions shall be made by a majority vote.
 - a. General Secretaries -Building secretaries, secretaries to: Directors, Coordinators, or Supervisors.
 - b. Financial Secretaries -Secretaries (if the preponderance of duties is financial)
 - c. Business Office Specialists
 - d. Coordinators
 - e. Bilingual Liaisons
 - f. Principal Assistants (school year)

Section 8.6 Paraprofessionals

All paraprofessionals shall be paid salary calculated by multiplying the hourly rate by the number of hours scheduled each year times the number of instructional days scheduled for that school year. The salary shall be paid over a twelve (12) month period. In the event the start of school for students is delayed, or, if students are dismissed early, paraprofessionals shall suffer no reduction in the daily rate of pay for the day on which the abbreviated school day occurs. The normal work year shall be 180 days which shall be scheduled, worked, and paid whether or not the students actually receive 180 days of instruction in a school year. In the event the days are scheduled and worked in excess of 180 days in any school year, the paraprofessionals so scheduled and worked shall be paid an additional days pay for each such additional day so scheduled and worked.

Grandfathered full-time paraprofessionals and newly-hired part-time paraprofessionals working six (6) hours shall be given a one-half (1/2) hour paid lunch as part of their regular work day. A paid fifteen (15) minute break will be

provided to all non-grandfathered paraprofessionals that work between four (4) and five 3/4 (5 3/4) hours or more per day.

ARTICLE IX SICK LEAVE

Section 9.1 For those eligible, sick leave will be credited on July 1 or the employee's first day on the job of each year and employees will receive prompt notification of the number of sick days they have accumulated. New employees, upon completion of their probationary period, and employees not starting work on the first normal workday shall be credited with sick leave on a pro-rata basis based on the normal work year of the classification. Part-time employees will be eligible for sick days on a pro-rata basis based on the normal work year of the classification upon completion of the probationary period. A doctor's excuse may be required by the administration for absences of more than two (2) consecutive days or if abuse is suspected provided that such absences are patterned or excessive and that employee has been informed in writing of the employer's intent. The unused portion of this leave shall accumulate from year to year without limitation, and there shall be no limit on the number of accumulated sick days taken at any other time.

Section 9.2 Sick Days

A. Schedule of Sick Days Credited Per Year

Full-Time 12 month -11 days

Full-Time 10-month -11 days

Part-time Employees -5 days

Section 9.3 Payment for Unused Sick Leave

After five (5) years of employment, payment for unused sick leave will be as follows: 1-200 days \$30.00 per day, 201 or more days \$50.00 per day upon retirement or on severance of the employee other than discharge, or to dependents if death occurs during the employee's term of service.

Section 9.4 Use of Sick Leave for Personal Leave

For the duration of this contract three (3) days of sick leave per year may be used for any personal reason.

Section 9.5 Sick Leave Bank

1. The sick leave bank is voluntary for members of the bargaining unit.
2. Only participating members may withdraw from the sick leave bank.
3. All accumulated sick leave and personal leave must be exhausted before an individual may withdraw from the bank.
4. Upon establishment of the bank, each participating employee will donate one of his/her accumulated days to the bank. Members will not be required to contribute any additional sick days until such time as the bank requires replenishment.
5. When an individual's total leave has been exhausted, the point at which that individual becomes eligible to withdraw days shall be based upon the amount of sick and personal leave accumulated by the individual as of the first day of the contract year in which the request for benefits is made. The waiting period is measured in scheduled workdays as follows:

<u>Accumulated Leave</u>	<u>Waiting period</u>
Less than or 70% of days	Five (5) school days
More than 70% of days	Three (3) school days
More than 80% of days	One (1) school day
More than 90% of days	Zero (0) school days

6. All requests for use of days from the sick leave bank will be reviewed for final decision by the Sick Leave Bank Committee. It is understood that the intention is to provide for catastrophic situations such as cancer; coma; massive heart attack; stroke; terminal illness. The Association will appoint the members of the Committee.
7. The maximum number of days that may be withdrawn by an individual in a given school year shall be thirty (30).
8. Employees who do not become members of the bank when it is established may become members in any subsequent year by donating to the bank the number of days so far relinquished by the participants in the bank; these members are subject to a one-year waiting period before they may withdraw from the bank.

New employees may become full participants in the bank without any waiting period provided that they donate one day to the bank in the first year in which they receive sick days.

Requests for withdrawal from the bank shall be made in writing to the Committee, which will approve the withdrawal at their discretion.

9. Nothing contained herein shall be construed to modify the discretionary powers of the Board to grant additional leave.

10. The Association agrees to indemnify and hold the District harmless for any and all actions that may be brought against it as a result of the implementation or interpretation of these guidelines.

ARTICLE X LEAVES OF ABSENCE

Section 10.1

Employees may request a leave of absence without pay for personal or health reasons for a period not to exceed one (1) year. Request for such leave shall be made in writing and the District response to said request shall be made in writing within ten (10) work days following the regularly scheduled Board meeting.

Section 10.2 Legal Leave

Full-time employees are entitled to one (1) day for court appearances if they are subpoenaed to give testimony as a witness. An employee who is party to the action is excluded from this provision unless the action is work related.

Section 10.3 Military Leave

Such leave will be granted as provided in the Pennsylvania School Code and other applicable laws.

Section 10.4 Bereavement Leave

Employees covered by this Agreement shall receive their regular full day's pay when absent on account of death in the immediate family provided such absence does not extend beyond four (4) days with the provision that if additional days be necessary for burial they will be allowed up to and including the day following the day of burial not to exceed seven (7) days. Members of the immediate family

shall be defined as mother, father, sister, brother, son, daughter, wife, husband, mother-in-law, father-in-law, grandchild or near relative who had lived with the family in the same household or any person with whom the employee has made his home.

In case of death of a near relative, no deduction in pay shall be made for absence to attend a funeral of such relative for a period not to exceed one (1) day. A near relative is defined as aunt, uncle, grandfather, grandmother, first cousin, nephew, niece, brother-in-law, sister-in-law.

Section 10.5 Jury Duty Leave

Employees who must serve on jury duty shall suffer no loss of pay during such time. Said employee shall endorse over to the employer any fees excluding expenses received from the court. Any employee who is party to the action is excluded from this provision.

Section 10.6 Maternity Leave

Female employees who become pregnant shall be granted a leave without pay (except as hereinafter provided) for the period not to exceed one (1) year. The employee shall have the option to exhaust all or part of her accrued sick leave before beginning said leave without pay. The employee shall give the School District fifteen (15) days written notice prior to termination of such leave and failure to give such notice shall be tantamount to resignation. Seniority rights shall continue to accrue during maternity leave, however, employees shall not receive additional years credit for application on the employer's salary guide. Maternity and post confinement leave shall be for a maximum of one (1) year.

ARTICLE XI SENIORITY

Section 11.1 Seniority is defined as the employee's continuous length of service from the most recent date of hire. During any unpaid leave of absence the employee's seniority shall be frozen.

Section 11.2 By August 15th of each year, the Association will receive an updated seniority list for each classification.

Section 11.3 The following shall constitute a break in continuous service and terminate seniority:

- (a) resignation

- (b) discharge
- (c) retirement
- (d) failure to report for work within twelve (12) working days after being notified by the employer following a layoff
- (e) failure to report for work upon expiration of a leave of absence unless the employee has requested in writing an extension of such leave of absence at least ten (10) work days prior to the expiration of the leave
- (f) accepts other employment during regular working hours while on leave of absence
- (g) layoff for more than eighteen (18) months if such layoff occurs when no building program is in progress by the District or for more than thirty-six (36) months if a building program is in progress by the District

Section 11.4 Employees starting on the same day will draw lots to determine seniority. This process will take place within fifteen (15) days of the starting date. One (1) representative from the District and one (1) representative from the Association must be present during this process.

Section 11.5 All current employees sharing a common hiring date within their current classification will draw lots to determine seniority.

ARTICLE XII LAYOFFS

Section 12.1 Secretaries, Paraprofessionals and Warehouse Personnel

- A. In the event there shall be a reduction in the workforce, layoffs shall occur in the inverse order of seniority as applied separately to each classification seniority list. Employees have the right to elect either the layoff or use of bumping rights. If a full-time paraprofessional or secretary is being laid off, the full-time employee will have the right to bump into the part-time seniority list. Part-time employees will not be allowed to bump into the full-time seniority list.
- B. The following seniority lists shall be established for purposes described in this collective bargaining agreement:
 - 1. Full-Time Secretaries
 - 2. Part-Time Secretaries
 - 3. Full-Time Paraprofessionals

4. Part-Time Paraprofessionals
5. Full-Time Warehouse Personnel
6. Part-Time Warehouse Personnel

C. An employee who is being laid off shall have the right to elect either the layoff or to use the classification bumping rights as defined in this Section.

Section 12.2 Cafeteria

The provisions of this Section shall apply separately to each of two (2) seniority lists -one list will be composed of part-time workers and the other list will be composed of full-time workers. In the event that there shall be a reduction in the work force, layoffs shall be in the inverse order of seniority as applied separately to each of the two (2) seniority lists. In the event that an employee must bump into another school within the School District, the employee shall have the choice of bumping or being laid off. Part-time employees will not be allowed to bump into the full-time seniority.

Section 12.3 General Provisions

No new employees shall be hired until all employees on layoff status who desire to return to work have been recalled to the same or lesser category.

Employees who are laid off shall be recalled in the order of their category within their classification seniority to the employer provided he is physically able to perform the work.

ARTICLE XIII VACANCIES/TRANSFERS

Section 13.1 Vacancies -Cafeteria Workers

The provisions of this section shall apply to one, joint seniority list composed of the combination of the two separate seniority lists for cafeteria workers. Vacancies shall be posted for five (5) days prior to filling. In the filling of vacancies, preference shall be given to the most senior applicant who possesses the skill, ability and qualifications to perform the duties of that position.

Section 13.2 Vacancies -Warehouse Personnel

Vacancies shall be posted for five (5) days prior to filling. In the filling of vacancies, preference shall be given to the most senior applicant who possesses the skill, ability and qualifications to perform the duties of that position.

Section 13.3 Vacancies -Secretaries

The provisions of this section shall apply to secretaries. The classifications for secretaries from lowest to highest ranking are: Principal Assistants (school year) General Secretary, Bilingual Liaisons, Financial Secretary, Business Office Specialists, and Coordinators. When a vacancy or new position occurs for any reason, said vacancy or new position shall be posted immediately in all work sites for five (5) work days. The posting shall include all qualifications necessary for the position. Employees interested in the position shall make written application during the five (5) day period. The District may fill the position on a substitute basis for no more than thirty (30) calendar days. The following procedures shall apply:

- a. Employees bidding on a vacancy within their category and at the same or lesser classification within that category shall be filled by the most senior applicant if qualified.
- b. When employees within a category bid on a vacancy in a higher classification, the vacancy shall be filled by the most senior applicant if qualified.
- c. Any vacancies as defined in the CBA that arise in Coordinator or Business Office Specialist classification shall be filled as follows:
 1. Employees within the classification where the vacancy exists will have first bidding rights, if qualified, in accordance with the CBA.
 2. If a position remains unfilled, employees in the other secretarial classifications will have the next bid rights, if qualified, in accordance with the CBA.
 3. If the position still remains unfilled, employees in the Bargaining Unit will have next bid rights, if qualified, in accordance with the CBA.
 4. If the position still remains unfilled, the District may consider applicants, if qualified, from outside the bargaining unit.

Section 13.4 Vacancies -Paraprofessionals

- a. The provisions of this section shall apply to paraprofessionals. When a vacancy or new position occurs for any reason, said vacancy or new position shall be posted immediately in all work sites for five (5) work

days. The District must fill the position once posted within thirty (30) working days.

Notification of vacancies will also be sent to the Association president or designee at the time of posting. The posting shall include all qualifications necessary for the position. Employees interested in the position shall make written application during the five (5) day period. During the summer months, the five (5) day posting period will begin with notification of the opening in conjunction with a summer pay period. The following procedure shall apply:

- b. Employees bidding on a vacancy within their category and in the same classification shall be awarded the position on the basis of seniority.
- c. When employees within this category bid on a vacancy in a different classification, the position shall be awarded on the basis of seniority.
- d. A paraprofessional may only change position by bid, once during any school year.

Section 13.5 Vacancies -Bidding Between Categories

For the purpose of filling of vacancies, there are four categories of employees as follows: secretaries, warehouse personnel, paraprofessionals and cafeteria workers. When an employee from one category bids for a position in another category, said employee need not be awarded the position on the basis of seniority. If all the applicants for a particular position are currently employees in another category, the filling of the vacancy shall be at the sole discretion of the Board and the vacancy need not be filled with a current employee except for the provisions set forth in Section 13.3 Vacancies/ Secretaries.

Section 13.6 Probationary Period

All employees assigned or transferred to new positions or filling vacancies shall be subject to a probationary period of forty-five (45) work days. The Board may terminate newly hired employees at its discretion during this period without right of appeal. The original position of employees transferring to a new position can be filled with a temporary employee until expiration of the probationary period. The District will meet with the bargaining unit member who is to be assigned or transferred to a new position or vacancy before that person is reassigned to provide the individual with a review of the job duties of the new position.

ARTICLE XIV FRINGE BENEFITS

Section 14.1 Hospitalization

The Board will provide for each employee and spouse (as noted) and dependent to age twenty-six (26) (end of month in which they reach age 26), unless the adult child has another offer of job-based coverage a self-funded plan administered by a third party administrator which provides, effective February 1, 2014, for a PPO \$250/\$750 deductible plan with specifics as set forth on the attached document. (See Attachment A).

- A. Effective upon ratification of agreement, all new benefit eligible employees will be placed on the Geisinger Plan \$500 deductible plan (or equivalent.)

“New Benefit Eligible Employees” defined as part-time employees moving into full-time and becomes eligible for benefits, or new full-time employees eligible for benefits.

See attached grid of benefits for New Benefit Eligible Employees. Attachment B.

NOTE: Both current and employees hired after ratification shall contribute toward the cost of the medical insurance premium. Contribution by both current employees or new benefit eligible employees over the life of the agreement will be as follows:

Beginning February 1, 2014, employees will contribute monthly toward the amount of the premium as follows:

	Individual	Parent/ Child	Parent/ Children	Husband/ Wife	Family
2013-14	\$10	\$18	\$25	\$25	\$32
2014-15	12	21	28	28	35
2015-16	14	24	31	31	38
2016-17	16	27	34	34	41

In each subsequent year, on July 1, the premium contribution rate shall change as reflected in the grid.

It is understood and agreed that the above monthly premium contribution shall be divided equally each pay through the twenty-six (26) payroll periods with pretax deduction. In the year twenty-seven (27) pay periods occur, it will be adjusted accordingly.

Nothing in this Agreement shall require the District to extend family coverage or husband and wife coverage under any hospitalization plan to both employees who are married and eligible for coverage under the District plan or the same plan with another employer. Such employees shall be entitled to reinstatement of full coverage in the event of death, divorce or other loss of coverage through his or her spouse.

- B. Benefit Waiver Policy -All full-time ESPA employees of the Hazleton Area School District may reduce or waive coverage for hospitalization, medical--surgical, dental and vision insurance coverage's offered in four (4) available combinations.
1. Hospitalization, medical-surgical, dental and vision.
 2. Hospitalization, medical-surgical.
 3. Dental.
 4. Vision.

All full-time employees of the Hazleton Area School District waiving health insurance benefits will be reimbursed five (5%) percent of the premium cost of the affected coverage. NOTE: Employees received first half of payment in December 2013 at 30%; the second payment in June covering January through June 2014 will be at 5%.

To exercise waiver of benefits, an employee must submit a completed request for employees benefit waiver to the business office for review and approval. The waiver must be submitted no later than May 15th for implementation in the proceeding school year.

The benefit waiver period begins July 1st of each school year and terminates June 30th of the proceeding year.

Payment to the employee for waiver of health benefits will be made on December 1st and on June 1st of the same school year. Payment will be separate from the employee's base pay. Employees hired after July 1st of the school year, and who elect to waive health benefits, will receive a prorated reimbursement for the period.

The request to waive health benefits will be ongoing unless discontinued by the employee. Such discontinuance must be done at the end of each benefit period (June 30th) unless discontinued earlier for emergency situations as listed below.

Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the business office. Reinstatement of the affected benefits will occur on the first day of the month proceeding the date of approval. Payment for the waived period of benefits will be prorated.

An emergency is defined as an unforeseen change in an individual's circumstances.

In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health, dental, and vision insurance benefits provided to all other bargaining unit members.

In no event will the waiver policy be used to circumvent any rights an employee or their dependents may have under any state and/or federal rules, regulations, or laws.

Section 14.2 Medical, Dental, Vision and Life Insurance coverage

A. The Board will provide for coverage as follows:

Grandfathered employees -All employees who are considered full time as defined in the 2003-2007 collective bargaining agreement as of the date of the signing of this agreement will be grandfathered as full time employees and will maintain that full time status for the purposes of maintaining their medical, dental, vision and individual life insurance benefits so long as they remain in that status.

Under the new definition for part-time and full-time employees, a part time employee regularly working 6 hours or more per day will qualify for individual medical, dental and vision coverage along with the life insurance plan. All full-time employees who regularly work 7 hours or more per day will be eligible up to family coverage for medical, dental, vision and for individual life insurance.

Section 14.3 Dental Insurance

The Board will provide for each employee and spouse (as noted) and dependent to age twenty six (26) (end of month in which they reach age 26), unless the adult child has another offer of job-based coverage, prepaid dental care policy equal to or better than full Blue Cross/Blue Shield Dental care (100UCR) excluding orthodontia coverage.

In the event the contract between the Hazleton Area School District and the Union representing the District teachers changes dental coverage or carriers, such changes would also be made for those eligible for coverage under the terms of this contract.

Section 14.4 Vision Insurance

The Board will provide for each employee and spouse (as noted) and dependent to age twenty six (26) (end of month in which they reach age 26), unless the adult child has another offer of job-based coverage, the Davis Vision.

In the event the contract between the Hazleton Area School District and the Union representing the District teachers changes vision coverage or carriers, such changes would also be made for those eligible for coverage under the terms of this contract.

Section 14.5 Life Insurance

Upon ratification of this Agreement, all full-time employees in the categories of cafeteria, secretaries, warehouse personnel and paraprofessionals will be provided coverage in the amount of Fifty Thousand (\$50,000) dollars, in convertible group term life insurance.

Section 14.6 Insurance Buy-In

While on unpaid leave employees may continue all insurance benefits at their own expense by remitting appropriate amounts to the Business Office monthly provided such person remains eligible for such coverage as determined by the carrier.

Any actively employed bargaining unit member who is not eligible for individual or family hospitalization, dental, or vision coverage may purchase such insurance at their own expense by remitting appropriate amounts to the Business Office provided such person remains eligible for such coverage as determined by the carrier. Payment for said insurance coverage must be remitted one month in advance for a quarterly period. Failure to make such payment will result in termination of coverage.

Section 14.7 Hold Harmless -Insurance

Hospitalization, dental, vision, and life insurance coverage is a contract between the Employer and the insurance carrier. No dispute over a claim for hospitalization, dental, vision or life insurance will be subject to the grievance procedure established in this collective bargaining agreement.

It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability for payment of hospitalization, dental, vision or life insurance. It is agreed that the Employer's liability shall be limited to the payment of premiums.

The Employer shall have the unilateral right to change dental, vision, or life insurance carriers provided there are no decreases in benefits.

Section 14.8 Descriptions

The District shall provide to each employee a full description of all applicable insurance benefits. Distribution of insurance descriptions will be made to all new employees and to all employees upon a change of benefits.

Section 14.9 Education/Training

Any training required by the employer will be provided at no charge to the employee(s). In the case of an employee(s) training to enhance employment skills, such education/training may be provided at the school district's expense with administrative approval.

ARTICLE XV OVERTIME

One and one-half (1 1/2) times an employee's regular hourly salary shall be paid for all hours in excess of forty (40) hours per week. If any employee is required to work on a Saturday or Sunday, he will receive one and one-half (1 1/2) times his regular rate. For Saturdays, Sundays and the forty (40) hour week there will be no pyramiding for overtime payment purposes.

ARTICLE XVI PHYSICAL EXAMINATIONS

All required physical examinations for cafeteria employees shall be performed by the School District physician and at School District expense.

ARTICLE XVII PAID HOLIDAYS

Section 17.1 The following days shall be recognized as paid holidays for all full-time secretaries and full-time twelve (12) month employees:

1. New Year's Day
2. Presidents' Day
3. Columbus Day
4. Good Friday
5. Easter Monday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Thanksgiving Day
10. The Day After Thanksgiving
11. Veterans' Day
12. The Day Before Christmas
13. Christmas Day
14. The Day After Christmas

The first day of deer season shall be a day off provided school is not in session on that day.

Section 17.2 Each full-time 10-month employee will receive six (6) holidays for which he or she will be paid at his or her normal hourly rate times the number of normal working hours per day, as follows:

1. Thanksgiving Day
2. Christmas Day
3. Good Friday
4. Easter Monday
5. New Year's Day
6. Memorial Day

Easter Monday shall be used by the District as a snow or emergency make-up day, the employee may use any other work day as a paid holiday. The scheduling of the "other work days as a paid holiday" is subject to the approval of the employee's immediate supervisor.

Section 17.3 Each part-time employee will receive five (5) holidays for which he or she will be paid at his or her normal hourly rate times the number of normal working hours per day.

The five (5) holidays will be as follows:

1. Thanksgiving Day
2. Christmas Day
3. New Year's Day
4. Good Friday
5. Memorial Day

Section 17.4 When any of the paid holidays falls on a Saturday or Sunday, the Employer may, at its discretion, observe the holiday immediately prior to or immediately following the scheduled holiday.

An employee to be eligible for holiday pay shall have worked the full work day immediately prior to or following such holiday unless his absence on either of such days has been excused.

To be eligible for holiday pay, employees must be actively on the payroll on the date of said holiday.

Employees who work on a scheduled holiday shall be paid two (2) times their normal hourly rate plus regular holiday pay for all hours so worked, except as is provided in section 17.3.

When a scheduled holiday falls during an employee's vacation time, the holiday shall not be charged as a vacation day.

ARTICLE XVIII VACATIONS

Section 18.1 Full-time 12-Month Employees:

1. With one to four complete years of service -2 weeks.
2. With five or more complete years of service -3 weeks.

Commencing with the 2004-2005 school year:

3. After twenty (20) complete years of service -16 days
4. After twenty-one (21) complete years of service -17 days

5. After twenty-two (22) complete years of service -18 days
6. After twenty-three (23) complete years of service -19 days
7. After twenty-four (24) complete years of service -20 days

Employees hired between July 1st and April 30th shall receive credit for a full year; employees hired between May 1st and June 30th shall not receive credit for that year for vacation purposes. Vacations will be granted only in the vacation year in which they are due and may not be carried over the following year unless the employee is precluded from taking his vacation in the vacation year by the Employer.

Section 18.2 Upon death of an employee his family beneficiary or estate shall receive vacation pay for any unused vacation. Upon retirement, severance of the employee for other than discharge shall receive vacation pay for any unused vacation.

ARTICLE XIX TARDINESS

Employees reporting late for work, unless in an emergency, or leaving early shall be "docked" 1/4 hour for each fraction thereof.

Example: One (1) minute to fifteen (15) minutes late docked fifteen (15) minutes. Sixteen (16) minutes to thirty (30) minutes late docked thirty (30) minutes.

No employee shall be subjected to the above if reporting late or leaving early with the prior approval of their immediate supervisor. Said approval shall be limited to a maximum of one-half (1/2) hour.

Employees who are habitually tardy or leave early shall be subjected to the Board Disciplinary Procedure as described herein.

ARTICLE XX NO DISCRIMINATION

In accordance with the laws of the United States, the State of Pennsylvania and the established policies and practices of the Board of School Directors, there shall be no discrimination against any employee on the basis of race, creed, color, age, sex, national origin, marital status, place of domicile or membership or participation in or association with the activities of the unified organization.

ARTICLE XXI PRINTING OF THE AGREEMENT

Copies of this Agreement shall be produced at the expense of the Board after agreement with the Association on format. The Agreement shall be made available to all employees at the earliest possible date after ratification.

ARTICLE XXII IMMUNIZATION PROGRAM

A program of voluntary immunization (flu shots) will be available for all employees. This program shall include a make-up date for any employee unable to take the shots when scheduled.

ARTICLE XXIII RETIREMENT

Each employee must become a member of the Commonwealth's Public School Employees' Retirement System. Deduction will be made by the District in accordance with the state schedule. (Refer to salary checks and deductions.) All questions concerning retirement benefits should be directed to the secretary of the Retirement Board. (Above applies only to eligible employees.)

ARTICLE XXIV RETIREMENT INCENTIVE

The district will provide to all employees who are eligible for the Retirement program as follows:

A. Requirements

1. Minimum of fifty-five (55) years of age or thirty (30) years of service.
2. Minimum of fifteen (15) years of service or by the transfer of entity in the Hazleton Area School District (years need not be consecutive).
3. There will be one (1) retirement window available through the 2013-2014 year. The window will require the employee to submit a letter of resignation prior to April 30, 2014, with the retirement effective no later than August 31, 2014. The employee will be permitted to work up through August 31, 2014. For those individuals in a position that would extend beyond the end of the 2013-2014 school year, their benefits would be prorated by 2/12.

B. Benefits

The employee and spouse will receive the current health insurance plan, or equivalent coverage providing said coverage is available.

C. Funding

1. The cost of the benefits will be funded by the District up to amount not greater than 70% of the retiring employee's final wages. This expenditure shall hereafter be referred to as "specified amount".
2. The District shall deduct from the specified amount the cost of the employee's monthly premiums for the coverage specified in Section B.
3. The District is not required to appropriate the amounts needed to fund the premiums in a separate account. It is understood that the funds will be included in the District's general fund budget and available for the payment of the retirees' premiums.

D. Termination of Benefits

1. If the specified amount is depleted prior to the retired employee reaching age sixty-five (65), he/she shall have the option of paying the premiums for the benefits outlined in Section B at his/her own expense.
2. If the retired employee should die prior to reaching age sixty-five (65), his/her spouse shall be given the option of continuing the benefits outlined in Section B for as long as sufficient funds exist from the specified amount to pay the premiums.
3. When the retired employee reaches age sixty-five (65), this program ceases for both the retired employee and spouse.
4. The retired employee and spouse shall have no vested rights to the specified amount. For illustrative purposes, if 1) coverage as outlined in Section B is no longer available, 2) the retired employee reaches age sixty-five (65); or 3) the retired employee dies prior to age sixty-five (65) and the spouse decides not to continue coverage as provided in 2 above, the program ceases for that employee and his/her spouse with no rights to the specified amount, credits or any portion thereof.

ARTICLE XXV HIGHER RATE WHILE SUBSTITUTING

A part-time or full-time cafeteria worker who substitutes for a full work day as a cafeteria manager shall be paid a differential of \$2.00/hour for all hours worked as a substitute for that person.

A part-time or full-time secretary who substitutes for another secretary in a higher paid classification for a period of five (5) consecutive days or more shall be paid at the higher rate for all hours worked as a substitute for that person.

ARTICLE XXVI MODIFICATIONS TO AGREEMENT

The parties agree that no modification of this Agreement shall be effective during the term thereof unless made in writing, duly executed by the officers of the Board and the Association. If during the term of this Agreement an article, clause, provision or portion of the Agreement is ruled invalid by a court of competent jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect. Any provision of state or federal law or regulations which may appear to alter or impair the rights of the parties to this Agreement shall be construed in a manner consistent with any judicial interpretation of such law or regulation but so as to wherever possible effectuate the terms and intentions of the parties to this Agreement.

ARTICLE XXVII MISCELLANEOUS

Section 27.1 If an employee is assigned the duty of keeping records for the activities fund and/or athletic fund, that employee shall receive a total additional salary equal to that of the salary listed in the Teachers' contract for the same job. These extra duties shall be offered to the employees in order of seniority within that building. If no employee accepts these duties, then these duties will be assigned to the least senior employee in the building.

Section 27.2 The President and Vice President shall be provided with copies of all postings of bargaining unit positions throughout the year.

ARTICLE XXVIII WAGES

Section 28.1 Payment Schedules

1. Each employee covered by the provisions of this Agreement who normally receive twenty-six (26) pay periods shall receive twenty-six (26) pay periods except as follows.

Whenever there is a need for twenty-seven (27) pay periods, the Board will be authorized to implement the following procedure provided each employee is informed before the procedure is instituted. The annual salary of the employee for that particular fiscal year shall be divided by twenty-seven (27) pay periods in place of the twenty-six (26) pay periods.

Section 28.2 Wage and Salary Schedules

- a. The employees in this bargaining unit will receive the following across the board increases which are reflected in the attached wage list:

2011-2012	Wage freeze – no increase in wages
2012-2013	\$.35 per hour increase
2013-2014	\$.50 per hour increase
2014-2015	\$.50 per hour increase
2015-2016	\$.50 per hour increase
2016-2017	\$.50 per hour increase

- b. Salary payments for all unit employees shall be by direct deposits.
- c. In order to be eligible for the retroactive raise, an employee must be employed as of the date of ratification or retired during the term of the agreement. Employees who were terminated or resigned shall not be entitled to any retroactive increase.
- d. Starting Salaries shall be as follows:

	10-11	11-12	12-13	13-14	14-15	15-16	16-17
Paraprofessional	\$10.30	\$10.30	\$10.30	\$10.30	\$10.55	\$10.80	\$11.05
Special Ed	\$10.56	\$10.56	\$10.56	\$10.56	\$10.81	\$11.06	\$11.31
Paraprofessional							
Cafeteria Worker	\$10.30	\$10.30	\$10.30	\$10.30	\$10.55	\$10.80	\$11.05
Cafeteria Manager	\$14.90	\$14.90	\$14.90	\$14.90	\$15.15	\$15.40	\$15.65
General Secretary	\$10.73	\$10.73	\$10.73	\$10.73	\$10.98	\$11.23	\$11.48
Financial Secretary	\$11.38	\$11.38	\$11.38	\$11.38	\$11.63	\$11.88	\$12.13
Business Office	\$13.01	\$13.01	\$13.01	\$13.01	\$13.26	\$13.51	\$13.76
Specialist							
Coordinator	\$14.65	\$14.65	\$14.65	\$14.65	\$14.90	\$15.15	\$15.40
Courier	\$10.30	\$10.30	\$10.30	\$10.30	\$10.55	\$10.80	\$11.05
Warehouse Assistant	\$11.11	\$11.11	\$11.11	\$11.11	\$11.36	\$11.61	\$11.86

Section 28.3 Salary Changes

Secretaries, paraprofessionals and cafeteria employees and warehouse personnel involuntarily moving from one classification to another within their category or involuntarily moving from one category to another category shall receive the appropriate starting salary or retain their current salary whichever is higher.

Employees voluntarily moving from one category to another category shall receive the appropriate starting salary within the new category.

Employees voluntarily moving from one classification to another classification within their category shall receive the appropriate starting salary or retain their current salary (plus or minus the differential) whichever is higher.

Section 28.4 Paraprofessionals

Effective July 1, 2014, increase payment from \$.25 per hour to \$.50 per hour for any aide/paraprofessional who acquires or have acquired an Associate Degree.

Effective July 1, 2014, increase payment from \$.50 per hour to \$1.00 per hour for any aide/paraprofessional who acquires or have acquired a Bachelors Degree.

Section 28.5 Secretaries

Secretaries who have or acquire an associate degree will receive \$700.00 per year in addition to the salary shown in Section 29.2. Secretaries who have or acquire a bachelor's degree will receive \$1,400.00 per year in addition to the salary shown in Section 29.2.

ARTICLE XXIX MANAGEMENT RIGHTS

Section 29.1 The Association acknowledges that it is the exclusive function of the Employer to hire, layoff, promote, transfer, classify, suspend, discipline or discharge any employee.

Section 29.2 Matters of managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, the rights of the Employer at its discretion, to manage all operations including the direction of the working force; right to plan, direct or control the operation of all

equipment and other property of the Board; to establish programs, standards of services, overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

The Employer shall have the right to make, alter, publish and enforce from time to time reasonable rules and regulations to be observed by the employees. The bargaining unit shall meet and discuss with the Employer any change in rules or regulations prior to their implementation.

Section 29.3 It is agreed that the above recited management rights are subject to the grievance and arbitration procedures as set forth herein when in the exercise of said rights, the Employer has Violated a specific term or provision of one or more other articles of this Agreement.

ARTICLE XXX DRUG AND ALCOHOL TESTING

The Union recognizes the right of the District to require employees, as an ongoing condition of employment, to submit to reasonable suspicion, after accident, return from medical leave or workers returning from a worker's compensation injury to submit to drug and alcohol testing. It is understood and agreed that the District will pay for all such testing and that the time associated with same shall be paid by the District. The District reserves unto itself the ability to establish the policy and/or procedures to accomplish same.

ARTICLE XXXI DURATION OF AGREEMENT

This Agreement shall become effective the 1st day of July 2011 and shall remain in full force and effect up to and including the 30th day of June, 2017. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. The parties hereto, through their duly authorized officers or representatives, and intending to be legally bound hereby have hereunto set their hands and seals, this 1st day of April, 2014.

HAZLETON AREA SCHOOL DISTRICT

By: [Signature]
Board President

By: [Signature]
Superintendent

Attest: [Signature]
Board Secretary

**HAZLETON AREA EDUCATION SUPPORT
PROFESSIONAL ASSOCIATION ESPA/PSEA/NEA**

By: [Signature]
HAESPA President

By: [Signature]
Secretary

By: [Signature]
HAESPA Vice President

By: [Signature]
co Treasurer

By: [Signature]
Co-Treasurer

By: [Signature]
Negotiation Team Member

BlueCare PPO

Group Name: Hazleton Area School District Administration 052729000 and 052731000

Effective Date: 02/01/2014

Renewal Date: 07/01/2014

Benefits	Insured Responsibility	
	Preferred	Non-Preferred
- Benefit period	Calendar Year	
- Deductible (individual)	\$250	\$500
- Deductible (aggregate)	\$750	\$1,500
- Coinsurance	0%	20% of allowable charge
- Coinsurance Maximum (individual)	None	\$2,000
- Coinsurance Maximum (aggregate)	None	\$4,000
- Precertification penalty (facility)	None	\$500 facility/20% professional
Preventive Services (not subject to deductible)		
- Childhood Immunizations	No charge	20%
- Routine gynecological exam and pap smear	No charge	20%
- Routine mammography	No charge	20%
- Routine colorectal cancer and prostate cancer screening	No charge	20%
Emergency Services		
- Ambulance, emergency transport (not subject to deductible)	0%	20%
- Ambulance, non-emergency transport	0% after deductible	20% after deductible
- Outpatient emergency room visit (not subject to deductible; copay waived if admitted to hospital)	\$100	\$100
- Retail clinic care (preferred not subject to deductible)	\$15	20% after deductible
- Urgent care (preferred not subject to deductible)	\$30	20% after deductible
Inpatient Services		
- Inpatient hospital services (365 days per benefit period)	0% after deductible	20% after deductible
- Skilled nursing care (100 days per benefit period)	0% after deductible	20% after deductible
Outpatient Services		
- Chemotherapy, dialysis or radiation	0% after deductible	20% after deductible
- High-tech imaging (MRI, MRA, CT scans, pet scans, nuclear cardiology)	\$75 per test. Copay is waived for services rendered at select US Imaging locations	20% after deductible
- Diagnostic testing (lab tests, x-rays, etc)	0% after deductible	20% after deductible
- Physical, Speech, and Occupational Therapies (36 sessions combined)	0% after deductible	20% after deductible
- Cardiac rehabilitation (3 sessions per week per 12 week period)	0% after deductible	20% after deductible
- Pulmonary/Respiratory therapy (36 visits per therapy per benefit period)	0% after deductible	20% after deductible
Other Services		
- Chiropractic manipulative benefit (15 visits per benefit period ages 13 and up) (preferred not subject to deductible)	\$15	20% after deductible
- Durable medical equipment/prosthetics (unlimited maximum)	0% after deductible	20% after deductible
- Home health services/Home infusion (nurse visits)	0% after deductible	20% after deductible
- Hospice care (180-day lifetime maximum)	0% after deductible	20% after deductible
- Surgery	0% after deductible	20% after deductible
- Maternity services (physician office visits) (preferred not subject to deductible)	No charge	20% after deductible
- Primary Care Physician office visits (preferred not subject to deductible; unlimited visits)	\$15	20% after deductible
- Specialty Care Physician office visits (preferred not subject to deductible; unlimited visits)	\$30	20% after deductible
Mental Health and Substance Abuse Services		
- Outpatient mental health services (unlimited)	0% after deductible	20% after deductible
- Inpatient mental health services (365 days per benefit period)	0% after deductible	20% after deductible
- Outpatient substance abuse services (unlimited)	0% after deductible	20% after deductible
- Detoxification (365 days per benefit period)	0% after deductible	20% after deductible
- Inpatient non-hospital residential substance abuse treatment (365 days per benefit period)	0% after deductible	20% after deductible

The deductible applies to all services unless otherwise noted above.

Emergency ambulance services: when utilizing non-preferred providers, the Insured will be responsible for amounts in excess of the allowable charge.

The allowable charge is established by a provider agreement or is the billed amount, whichever is less, and will be accepted by the preferred provider as payment in full for covered services less any deductibles, coinsurance, copayments, and amounts exceeding any benefit maximums. For a non-preferred provider, the allowable charge is the same amount First Priority Life would pay to a preferred provider.

Note: This summary is an abridged overview of the benefits covered by BlueCare PPO. It highlights general features and is not intended to be a substitute for the terms, provisions, limitations and conditions imposed by the controlling contract(s). Since benefits are reviewed annually and are often modified, if there is a condition that you are treated for on a regular basis, be sure to inquire about your specific coverage needs.

Please note that your self-funded group benefits may differ from the benefits and services described herein. Consult your Summary Plan Description for complete details of your program.

First Priority Life Insurance provides administrative services only, including claim administration services, for the health benefits program designed by your Employer. Your Employer or its designee is the named Fiduciary and Plan Administrator of that health benefits program. First Priority Life Insurance does not assume financial risk or obligation for claims liability under the program.

BlueCare PPO

Group Name: Hazleton Area School District New Hires 500868000

Effective Date: 02/01/2014

Renewal Date: 07/01/2014

NEW HIRE BENEFITS ONLY

	Insured Responsibility	
	Preferred	Non-Preferred
	Calendar Year	
- Benefit period		
- Deductible (individual)	\$500	\$1,000
- Deductible (3 per family)	\$1,500	\$3,000
- Coinsurance	0%	20% of allowable charge
- Coinsurance Maximum	None	None
- Total Individual Maximum Out-Of-Pocket	\$6,350	None
- Total Family Maximum Out-Of-Pocket	\$12,700	None
- Precertification penalty	None	\$500
Preventive Services (not subject to deductible)		
- Childhood Immunizations	No charge	20%
- Routine gynecological exam and pap smear	No charge	20%
- Routine mammography	No charge	20%
- Routine colorectal cancer and prostate cancer screening	No charge	20%
Emergency Services		
- Ambulance, emergency transport (not subject to deductible)	0%	0%
- Ambulance, non-emergency transport	0% after deductible	0% after deductible
- Outpatient emergency room visit (not subject to deductible; copay waived if admitted to hospital)	\$100	\$100
- Retail clinic care (preferred not subject to deductible)	\$15	20% after deductible
- Urgent care (preferred not subject to deductible)	\$30	\$30
Inpatient Services		
- Inpatient hospital services (365 days per benefit period)	0% after deductible	20% after deductible
- Skilled nursing care (100 days per benefit period)	0% after deductible	20% after deductible
Outpatient Services		
- Chemotherapy, dialysis or radiation	0% after deductible	20% after deductible
- High-tech imaging (MRI, MRA, CT scans, pet scans, nuclear cardiology)	0% after deductible	20% after deductible
- Diagnostic testing (lab tests, x-rays, etc)	0% after deductible	20% after deductible
- Physical, speech, or occupational therapy (45 visits per benefit period combined)	\$30	20% after deductible
- Cardiac rehabilitation (3 sessions per week per 12 week period)	0% after deductible	20% after deductible
- Pulmonary/Respiratory therapy (36 visits per therapy per benefit period)	0% after deductible	20% after deductible
Other Services		
- Chiropractic manipulative benefit (15 visits per benefit period ages 13 and up) (preferred not subject to deductible)	\$15	20% after deductible
- Durable medical equipment/orthotics/prosthetics (unlimited maximum)	0% after deductible	20% after deductible
- Home health services/Home infusion (nurse visits)	0% after deductible	20% after deductible
- Hospice care (180-day lifetime maximum)	0% after deductible	20% after deductible
- Surgery	0% after deductible	20% after deductible
- Maternity services (physician office visits) (preferred not subject to deductible)	No charge	20% after deductible
- Primary Care Physician office visits (preferred not subject to deductible; unlimited visits)	\$15	20% after deductible
- Specialty Care Physician office visits (preferred not subject to deductible; unlimited visits)	\$30	20% after deductible
Mental Health and Substance Abuse Services		
- Outpatient mental health services (unlimited)	0% after deductible	20% after deductible
- Inpatient mental health services (365 days per benefit period)	0% after deductible	20% after deductible
- Outpatient substance abuse services (unlimited)	0% after deductible	20% after deductible
- Detoxification (365 days per benefit period)	0% after deductible	20% after deductible
- Inpatient non-hospital residential substance abuse treatment (365 days per benefit period)	0% after deductible	20% after deductible

The deductible applies to all services unless otherwise noted above.

Emergency ambulance services: when utilizing non-preferred providers, the Insured will be responsible for amounts in excess of the allowable charge.

The allowable charge is established by a provider agreement or is the billed amount, whichever is less, and will be accepted by the preferred provider as payment in full for covered services less any deductibles, coinsurance, copayments, and amounts exceeding any benefit maximums. For a non-preferred provider, the allowable charge is the same amount First Priority Life would pay to a preferred provider.

Note: This summary is an abridged overview of the benefits covered by BlueCare PPO. It highlights general features and is not intended to be a substitute for the terms, provisions, limitations and conditions imposed by the controlling contract(s). Since benefits are reviewed annually and are often modified, if there is a condition that you are treated for on a regular basis, be sure to inquire about your specific coverage needs.

Please note that your self-funded group benefits may differ from the benefits and services described herein. Consult your Summary Plan Description for complete details of your program.

First Priority Life Insurance provides administrative services only, including claim administration services, for the health benefits program designed by your Employer. Your Employer or its designee is the named Fiduciary and Plan Administrator of that health benefits program. First Priority Life Insurance does not assume financial risk or obligation for claims liability under the program.



Administrator Information: 900 Ashbourne Way, Suite B
Schwenksville, PA 19473
(866) 644-2489

BENEFIT SUMMARY DESCRIPTION
HAZLETON AREA SCHOOL DISTRICT
EFFECTIVE: February 1, 2014
Applies to: New Hires 500868000
Administration, Active 052729000 & Retiree 052731000
Retirees 055973000

If you are one of your eligible dependants, incurs expenses for charges made by a pharmacy for covered prescription drugs for non-work related injury or sickness, payment for these drugs will be provided based on the following schedule:

<p>Participant's RETAIL Copayment</p> <p>Deductible: N/A</p> <p>Select Generic Drugs: \$0</p> <p>Standard Generic Drugs: \$15</p> <p>Preferred Brand Drugs: \$35</p> <p>Non Preferred Brand Drugs: \$50</p> <p>Specialty Drugs (Injectable & Non-Injectable): Above Copayments</p> <p>Anti-Smoking Aids (requires a prescription) both RX and OTC: \$0 copayment</p> <p>Maximum Day Supply: 30</p>	<p>Participant's MAIL ORDER or CVS Pharmacy Copayment</p> <p>Deductible: N/A</p> <p>Select Generic Drugs: \$0</p> <p>Standard Generic Drugs: \$30</p> <p>Preferred Brand Drugs: \$70</p> <p>Non Preferred Brand Drugs: \$150</p> <p>Specialty Drugs (Injectable & Non-Injectable): Above Copayments</p> <p>Maximum Day Supply: 90</p>
---	--

<u>COVERED DRUG CATEGORIES</u>	<u>EXCLUDED DRUG CATEGORIES</u>
ADD & Narcolepsy Drugs	Anabolic Steroids
Anti-Rejection Drugs (Immunosuppressants)	Anorexients (Diet Aids)
Anti-Smoking Aids (Requires a prescription for both prescription and over-the-counter)	Cosmetic Drugs – including hair loss drugs, anti-wrinkle creams, hair removal creams and others (requiring a prescription)
Acne Medicines (Tretinoin (Retin-A, Retin- A Micro, Avita, Ziana, Atralin), Differin, Tazorac) – <u>To Age 35</u>	Fertility Agents – Oral & Injectable
Blood Glucose, Monitoring Units, Monitoring Units Disposable, Monitoring Units Continuous, Monitoring Watch	
Compounds	
Contraceptives Oral, Devices (i.e., IUD, Diaphragm), Implants, Transdermal (i.e., Ortho-Evra), Vaginal Ring (i.e., Nuvaring)	
Extended Cycle Contraceptives Oral (Seasonale, Seasonique, Loseasonique, Quasense, Jolessa) – The minimum number of days supply per fill will be 84-days with maximum of 91-days supply. – <u>3 copayments apply</u>	
Contraceptives Injectable (i.e., Depo Provera) – <u>3 copayments apply</u>	
Contraceptive Emergency (i.e., Levonorgestrel, Plan B One-Step, My Way, Next Choice One Dose, Ella)	
Diabetic Medicines and Supplies (Amylin Analogs (Symlin), Incretin Mimetics (Byetta, Victoza), Insulin, Insulin Needles & Syringes, Insulin Injection Devices, Inhaled Insulin Supplies, Lancets, Lancet Devices, Alcohol Swabs, Blood Testing Strips: Glucose, Urine Testing Strips: Glucose, Acetone Testing Strips, Ketone Testing Strips, Glucagon Emergency Injection Kit, Glucose (Oral))	
Emergency Allergic Reaction Kits (Bee Sting Kits, Epi-pen, Epi-pen Jr, Twinject, Epinephrine Inj, Adrenaclick)	
Fluoride (Topical Fluoride dental products – requiring a prescription)	
Growth Hormone	
Impotency Drugs – Injectible, Oral, Suppository, Kits	
Injectibles & IV Injectibles (unless otherwise noted on this form)	
Migraine Medicines (kit, nasal spray, tablet, injectables)	
Multiple Sclerosis Meds (examples Betaseron, Avonex, Copaxone, Rebif, Novantrone)	
Multiple, Pediatric, & Prenatal Vitamins (that require a prescription)	
OTC Coverage Plan – PPI (Proton Pump Inhibitor)	
OTC Coverage Plan – NSA (non-sedating antihistamine)	

For clarification, the following ARE COVERED, unless specified otherwise:

- All legend drugs are covered unless specified otherwise in this Drug Coverage Options section.
- DESI drugs – These drugs are determined by the FSA as lacking substantial evidence of effectiveness. The DESI drugs do not have studies to back up the drugs' uses, but since they have been used and accepted for many years without any safety problems, they continue to be used in today's market place.
- Controlled substance 5 (CV) OTC's are covered. (Examples: Robitussin AC syrup and Naldecon-CX) Federal law designates these medicines as OTC. However, depending on certain state pharmacy laws, the medicines may be considered legend prescription medicines and are, therefore, all covered.
- Single entity vitamins – These vitamins have indications in addition to their use as nutritional supplements. For this reason, we recommend covering these medicines. Single entity vitamins are used for the treatment of specific vitamin deficiency diseases. Some examples include: vitamin B12 (cyanocobalamin) for the treatment of pernicious anemia and degeneration of the nervous system, vitamin K (phytonadione) for the treatment of hypoprothrombinemia or hemorrhage, and folic acid for the treatment of megaloblastic and macrocytic anemias.

For clarification, the following are NOT COVERED:

- Therapeutic devices or appliances, including hypodermic needles, syringes, support garments, ostomy supplies, durable medical equipment, and non-medical substances regardless of intended use.
- Any over-the-counter medicine, unless specified otherwise.
- Blood products, blood serum.
- Experimental medicines do not have NDC numbers and therefore, are not covered.

Plan Provisions:

- 1) Mail Order Mandate: NONE
- 2) Generic Dispensing Mandate: DAW2 – Physicians Choice
- 3) Specialty Drugs: Must be Filled through CVS Caremark Specialty Pharmacy ONLY




Millennium
ADMINISTRATORS

\$0 Select Generic Medication List

Amiloride w/HCTZ	Metformin/Glipizide
Amlodipine	Metformin/Glyburide
Amlodipine/Benazepril	Metoprolol Succinate ER
Atenolol	Metoprolol Tartrate
Atenolol/Chlorthalidone	Moexipril
Benazepril	Moexipril w/HCTZ
Benazepril HCT	Nadolol
Bisoprolol Fumarate w/HCTZ	Nadolol/Bendroflumethiazide
Bisoprolol Fumarate	Nicardipine HCl
Captopril	Nifedipine
Captopril w/HCTZ	Nifedipine ER
Cartia XT	Paroxetine
Carvedilol	Pravastatin
Citalopram	Prazosin HCl
Diltiazem	Propranolol
Diltiazem ER	Propranolol SA
Diltiazem SA	Quinapril
Diltiazem SR	Quinapril w/HCTZ
Doxazosin Mesylate	Sertraline
Enalapril Maleate	Simvastatin
Enalapril Maleate w/HCTZ	Sotalol
Felodipine	Sotalol AF
Fenofibrate	Spiro lactone
Fluoxetine	Spiro lactone w/HCTZ
Fosinopril	Terazosin
Fosinopril w/HCTZ	Trandolapril
Furosemide	Triamterene w/HCTZ
Gemfibrozil	Venlafaxine
Glimepiride	Verapamil ER PM
Glipizide	Verapamil HCl
Glipizide ER	
Glipizide XL	
Glyburide	
Hydralazine	
Hydrochlorothiazide	
Labetalol	
Lisinopril	
Lisinopril w/HCTZ	
Metformin ER	
Metformin HCl	



Millennium
ADMINISTRATORS, INC.

Date: March 21, 2014
To: Virginia Cowley, PSEA Union President
From: Sara B. Picard, Millennium Administrators, Inc. 
Re: New Hire Plan Design and Pre-cert Penalty

Pursuant to our conference call this morning, this memorandum will serve as written notice and confirm when a HASD New Hire employee (Group #500868000), becomes enrolled in the HASD New Hire plan and the member obtains a precertification for a "out of network" service; the member will not be responsible for any further charges other than the \$1000/\$3000 deductible or 20% coinsurance if applicable, as defined on the attached benefit summary for the New Hire Plan.

It is important to note, if a member chooses an "out of network" provider and DOES NOT obtain a pre-cert for their desired service, the member will be responsible for a \$500 penalty in addition to deductible and coinsurance if applicable, as well as, additional "balanced bills" issued by the provider. HASD will be held harmless for any payments should these services be rendered without a member or physician per-cert for each procedure obtained out-of-network .

Attachment

cc: J. McHale
J. Barrett
M. Bast
C. Beard

www.millennium-tpa.com

900 Ashbourne Way • Suite B • Schwenksville, PA 19473 • Tel: 610.222.9400 • Fax: 610.222.9448