

BALD EAGLE AREA SCHOOL DISTRICT

AND

PENNSYLVANIA LABORERS' DISTRICT COUNCIL on
behalf of LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL UNION NO. 824

AGREEMENT

JULY 1, 2024 – JUNE 30, 2028

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of January 2024 by and between the **BALD EAGLE AREA SCHOOL DISTRICT**, (hereinafter referred to as "Employer" or "District") and the **PENNSYLVANIA LABORERS' DISTRICT COUNCIL on behalf of LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL UNION NO. 824** thereof (hereinafter referred to as "Union").

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees designated in the Pennsylvania Labor Relations Board Order of Certification dated April 7, 1976, Case No. PERA-R-9243-C and described as follows:

UNIT: In a subdivision of the employer unit comprised of all full-time and regular part-time non-supervisory custodial, maintenance and receiving clerk employees; and excluding all professional employees, management level employees; supervisors, first level supervisors, confidential employees and guards, as defined in the Act.

ARTICLE II - MAINTENANCE OF MEMBERSHIP

Section 1. The Employer agrees that all employees who are presently members of the Union or who join the employee organization shall be subject to the "maintenance of membership" provision as defined in Article III, Subsection 18 of the Public Employee Relations Act, Act 195.

ARTICLE III - CHECKOFF

Section 1. The Employer agrees to deduct each month, the required Union dues, initiation fees or reinstatement fees from the pay of those employees who request, in writing, that such deduction be made.

Section 2. Each July 1st the Union shall be provided with the operations/maintenance/receiving clerk employees' salary schedule for that year. The Union shall provide the Employer a list of names of those persons who have authorized, in writing, such dues deduction, together with the amounts to be deducted, all of which shall be furnished no later than the 15th day of the month in which the deductions are to be initiated.

The aggregate deductions of all employees shall be remitted to the Union by the Employer, together with an itemized statement, quarterly, on or before the 15th day of the month following the end of each quarter after such deductions are made.

Section 3. A dues deduction authorization is attached hereto, marked Exhibit A and made a part hereof.

Section 4. The Union shall indemnify and hold the Bald Eagle Area School District harmless against any and all claims, suite, orders or judgments brought or issued against the Bald Eagle Area School District as a result of any action taken or not taken by the Bald Eagle Area School District under provision of this Article.

ARTICLE IV - STEWARDS

The Union shall designate one (1) district steward and shall inform the Employer, in writing, of the name of the steward. The Employer shall not recognize any steward until such notification from the Union has been received.

ARTICLE V - UNION REPRESENTATIVES

Section 1. Union representatives other than employees shall be permitted to investigate and discuss grievances during working hours on the Employer's premises, after being granted permission by the Employer. Such permission shall not be unreasonably withheld.

ARTICLE VI - GENERAL PROVISIONS

Section 1. All references to the word "Employees" in this agreement shall include both the male and female gender and whenever the male gender is used it shall be construed to mean male and female employees.

Section 2. The Employer is subject to the provision of Title IX of the Federal Law with respect to employment practices.

ARTICLE VII - HOURS OF WORK

Section 1. A. REGULAR HOURS:

Eight (8), or twelve (12) consecutive hours exclusive of lunch period shall constitute a day's work for all full-time employees.

All employees working an eight (8) hour work day shall be eligible for two (2) fifteen (15) minute breaks. One break will be taken in the first four (4) hours of the shift and the second to be taken in the second four (4) hours of the shift. All employees working a twelve (12) hour work day ("Weekend Shift") shall be eligible for two (2) fifteen (15) minute breaks. One break will be taken during the first six (6) hours of the shift and the second break will be taken during the second six (6) hours of the shift.

All employees must remain within the specific school property boundaries of their assigned building when taking their fifteen (15) minute breaks.

B. NORMAL WORK WEEK:

Forty (40) hours consisting of five (5) consecutive eight (8) hours of work, or thirty-six (36) hours consisting of three (3) consecutive twelve (12) hours of work shall constitute a normal work week for all full-time employees.

All employees hired on or after January 1, 2012, a normal work week assignment may consist of five (5) consecutive eight (8) hours of work starting on Monday and ending on Friday; Tuesday and ending on Saturday; or three (3) consecutive twelve (12) hours of work starting on Friday and ending on Sunday hereafter referred to as a "Weekend Shift"). Each of the three work days will be comprised of a single twelve (12) hour shift as follows:

11:00 AM - 11:00 PM Friday

9:00 AM - 9:00 PM on Saturday and Sunday

The starting hours may vary up to two hours as necessitated by scheduled events and approved by the Director of Buildings and Grounds.

The District reserves the right to temporarily schedule personnel as needed. Initially on a voluntary basis, however, mandatory scheduling may be initiated if needed, for a period of three (3) months. Mandatory scheduling will be based upon facility specific seniority listing for each shift, beginning with the least senior employee at that particular facility, with that employee moving to the bottom of the list after selection for the next mandatory scheduling selection.

After three (3) months, should the District require additional temporary scheduling, the process defined above will be utilized.

C. OVERTIME:

Time and one-half (1 1/2) the employee's hourly rate of pay shall be paid for work under any of the following conditions:

1. All authorized work performed in excess of eight (8) hours, or twelve (12) hours for Weekend Shift, in any work day or all authorized work performed in excess of forty (40) hours per week shall be paid one and one-half (1 1/2) times the employee's hourly rate of pay for all full-time and part-time employees.
2. If an employee is absent due to illness this time would not be considered as time worked in that particular workweek.

Scheduled Overtime: If an employee is scheduled to work any hours in excess of eight (8) hours, or twelve (12) hours for Weekend Shift, in any work day or in excess of forty (40) hours in any work week, only hours in which the employee was physically present will be considered as time worked. Absences from work including, but not limited to, sick time, vacation time or personal time would not be considered as time worked in the calculation of overtime.

Unscheduled Overtime: In the event of an emergency, if an employee is called in to work any hours in excess of eight (8) hours, or twelve (12) hours for Weekend Shift, in any work day or in excess of forty (40) hours in any work week, hours absent from work resulting from the use of vacation time or personal time would be considered as time worked in the calculation of overtime.

All wages due to overtime shall be paid to employees in the next pay period.

D. SUMMER HOURS:

Each year the District reserves the right within a week after the last student day, up through one week before the start of school, to move to summer hours where employees are moved from their normal shift. During said timeframe, each employee will be required to work second shift for at least two weeks. Employees will volunteer for their designated two second shift weeks initially, however, management reserves the right to assign employees to the work schedule as needed.

Section 2. Each full-time employee shall be granted a one-half (1/2) hour lunch period during the working hours, exclusive of the regular eight (8), or twelve (12) hour work period.

Section 3. Any employee not scheduled to work and is ordered out to work for any emergency, shall be guaranteed a minimum of four (4) hours per day. The supervisor may, at their discretion, allow the employee to work less than four (4) hours for four (4) full hours of pay. Weekend Shift employee(s) shall be guaranteed a minimum of six (6) hours per day if ordered out to work for an emergency. The supervisor may, at their discretion, allow the employee to work less than six (6) hours for six (6) full hours of pay.

Section 4. All full-time employees, other than Weekend Shift employee(s), who complete their eight (8) hour work day shall not be rescheduled for work until after sixteen (16) hours have passed, except in cases where the employee is required to work overtime.

Section 5. When the Weekend Shift position is vacant and needs to be filled by other employees, administration will call for a volunteer to work. Should no one volunteer, one will be selected per the existing seniority system. Replacements will not be required to work twelve (12) hour shifts. They may be given the option, but should they decline, the vacant Weekend Shift will be filled by two employees, or the coverage will be reduced:

Example 1: regular Weekend Shift employee is on vacation on a Saturday and there are school activities scheduled for the entire day. One employee may cover the entire twelve (12) hour shift, or two may split the coverage without overlapping.

Example 2: regular Weekend Shift employee is on vacation on a Saturday and there are school activities scheduled that end at 1:00 PM, thus coverage is needed for only part of the regular shift. Administration will select replacement as usual, but said replacement will be required to work a

maximum of eight (8) hours.

ARTICLE VIII - SENIORITY

Section 1. Should a lay-off or furlough be necessary, the Employer agrees that releases and recalls of full-time employees shall be made by classification and in accordance with length of service.

Section 2. All full-time custodial, maintenance and receiving clerk vacancies and new positions shall be posted in each school building at least one (1) week prior to permanently filling the position so that all personnel will have the right to make application for said position.

ARTICLE IX - HOLIDAYS

Section 1. Full-time employees shall receive the following paid holidays per year:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
Veteran's Day	Day after Christmas

Section 2. In the event school is in session on Veteran's Day, another day will be designated as a paid holiday.

Section 3. When paid holidays occur on a non-work day, a work day will be designated as a holiday.

Section 4. Full-time employees required to work holidays shall be paid, in addition to the regular rate, time and one-half for such overtime or receive another day off in lieu of the holiday.

Section 5. In the event the school calendar, as determined by the School Board, has a school vacation day on Good Friday, each full-time employee will be granted the same day as a holiday, which shall be a paid holiday.

ARTICLE X - SICK LEAVE

Section 1. At the beginning of each fiscal year (July 1st), each employee shall be credited with a twelve (12) day sick leave allowance.

An employee may use up to four (4) days of accumulated sick leave per calendar year to care for a sick family member. Family member shall be defined as the employee's mother, father, spouse, child, grandparent, sibling, grandchild, in-law or person residing with the employee. The care provided may include such activities as bed-side care, accompanying the family member to a doctor's appointment, and emotional support. The number of family care days will not accumulate

from year to year. If the days are not used for family care, they will remain accumulative sick time for the employee's use. The unused portion of such allowance shall accumulate from year to year and may be used with limitation.

Unused sick leave days may accumulate.

Section 2. The same provision shall apply to the second, third, and fourth years of the contract.

Section 3. Employees who shall not have completed a full year of service by July 1st shall receive a pro-rated number of the sick days to the nearest half day.

Section 4. Employees may be required to furnish a physician's statement certifying any period of illness or injury of three (3) consecutive days or more, or if abuse of said benefit is suspected.

Section 5. Utilization of sick day(s) for Weekend Shift employee(s) shall be charged at a rate of one and one-half (1 ½) sick days per twelve (12) hour day taken off. If less than a full, twelve (12) hour day is taken, the paid leave time shall be prorated.

ARTICLE XI - BEREAVEMENT LEAVE

Section 1. Up to five (5) days leave with pay will be provided for all employees in the event of death for the following family members: *Employee's spouse, child, step-child, parent, or step-parent.*

Section 2. Up to three (3) days leave with pay will be provided for all employees in the event of death for the following family members: *Sister, brother, sister-in-law, brother-in-law, parent-in-law, son-in-law, daughter-in-law, grandchild, grandfather, grandmother, including "step" for any of the aforementioned relatives, or near relative who resides in the same household or any person with whom the employee has made his or her home.*

Section 3. For death of a near relative, one (1) day leave with pay will be provided for all employees. A near relative shall be defined as: *First cousins, aunt, uncle, niece, nephew, including "step" for any of the aforementioned relatives.*

Section 4. Should any employee request to extend bereavement beyond the allotted bereavement days set forth under Section 1 or 2 of this Article, the employee may use either personal day(s), vacation day(s), or up to three (3) days of accumulated sick leave days per year. Up to fourteen (14) additional accumulated sick leave days per year may be used, provided the Employer receives a written request from a medical/health professional.

ARTICLE XII - JURY DUTY

Section 1. Every full-time employee who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall, upon presentation of proper proof, be paid by the Employer the difference between

his pay for jury duty and his regular wages. Under no circumstances shall the pay per day received by the employee, including jury pay, exceed eight (8) hours, or for the Weekend Shift, twelve (12) hours of pay at the employee's straight time rate.

ARTICLE XIII - VACATIONS

Section 1. All full-time employees after completion of their probationary period shall be given an annual paid vacation in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 through 8 years	10 work days
9 through 15 years	15 work days
16 years and over	20 work days

Individuals already having 25 work days will continue to do so through the balance of their employment.

Five (5) vacation days shall be scheduled during non-school days for individuals that have, or will have, 25 work days of vacation.

Section 2. Employees who shall not have completed a full year of service by July 1st shall receive a pro-rated number of the ten (10) days to the nearest half day.

Section 3. Weekend Shift employee(s) shall be charged one and one-half (1 ½) vacation days for each twelve (12) hour day taken off. If less than a full, twelve (12) hour day is taken, the paid leave time shall be prorated.

Section 4. Vacations will be scheduled by the Director of Buildings and Grounds. Consideration will be given to employee's requests.

Section 5. Length of service shall be computed from the employee's first day of continuous employment.

Section 6. The rate of pay in calculating vacation shall be the employee's regular straight time rate at the time he takes his vacation.

Section 7. Should a holiday fall during an employee's vacation, he shall be given one (1) additional day of vacation.

Section 8. Should an employee terminate prior to taking his vacation, he shall be paid for any vacation pay he is due. If an employee dies before receiving vacation for which he is eligible, his beneficiary shall be paid for all eligible vacation time.

Section 9. Employees may convert up to a total of fifteen (15) unused personal and vacation

days per year to sick days. Conversion will automatically be made by the Business Office by July 15th, for the previous year. Notification of converted days will be made on the annual accumulated sick leave statement.

ARTICLE XIV - WAGES

Section 1. Starting rates will be as follows:

<u>Employee Class</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
Custodians	\$15.00	\$15.60	\$16.20	\$16.80

A. After completion of probation, newly hired employees will receive a \$0.35 per hour increase for the balance of the year in which hired. Thereafter, they shall receive annual increases of \$0.60 per hour every July 1.

B. Those employees who completed their probationary period during the 2023-2024 year and received an increase to \$15.00 per hour in October 2023 will received the following wages:

2024-2025	2025-2026	2026-2027	2027-2028
\$15.35	\$15.95	\$16.55	\$17.05

These employees will not receive a \$0.35 increase upon completion of their probationary period.

C. Those employees who completed their probationary period prior to receiving the October 2023 increase to \$15.00 per hour will receive the following wages:

2024-2025	2025-2026	2026-2027	2027-2028
\$15.60	\$16.20	\$16.80	\$17.20

D. Those employees who did not receive an increase in October 2023 will receive the following hourly wage increases:

2024-2025	2025-2026	2026-2027	2027-2028
\$1.85	\$0.60	\$0.60	\$0.60

Section 2. The Bald Eagle Area School District Service Increment shall be continued in effect during the life of this contract as presently constituted; it being clearly understood, however, that the increase each year of this contract on the base salary shall not apply to the Bald Eagle service increment.

Bald Eagle Area School District Service Increment of \$200.00 to be paid in the 6th, 11th, 16th, 21st and 26th year of service to the District. The Service Increment to be paid for satisfactory service.

The Director of Buildings and Grounds, or his designee will perform at least one annual performance review for all custodial and maintenance personnel.

Section 3. Employees assigned to work second shift (3:30 PM – 12:00 AM) will be paid a Shift Premium Pay in the amount of \$0.15 per hour, employees assigned to work third shift (10:30 PM – 7:00 AM) will be paid a Shift Premium Pay in the amount of \$0.25 per hour, and employees assigned to work Weekend Shift (three twelve (12) hour days over Friday, Saturday and Sunday) will be paid a Shift Premium Pay in the amount of \$1.35 per hour. The Shift Premium Pay per hour will be added to the employee's hourly rate for those hours worked during those specific shifts. The Shift Premium Pay hourly rate will not be considered as part of the employee's base hourly rate, nor should it be considered when computing future wage increases.

ARTICLE XV - INSURANCE

Section 1. HEALTH CARE INSURANCE - The Board will provide health care insurance, as defined in paragraph two below, for each employee and employee's eligible dependents, if such employee has dependents. All employees (including retirees) shall be covered under one PPO Plan.

Employees who have a spouse that is eligible for group health insurance through the following employer categories: Federal, State, and Local Governments, Institutes of Higher Education, and other Educational Institutions (to include school districts), will not have their spouse covered under the District's health plan. Said employees will have the option to purchase spousal coverage under the District's health plan at the cost differential between the respective rating categories as applicable. Employees agree to execute the required District form certifying Spouse/Family coverage.

The benefit calendar year begins July 1. The premium share contributions shall begin the first pay period after ratification.

Employees shall contribute, via payroll deduction, toward premium share as follows:

Single Coverage	One and one-half percent (1.5%) of base salary
Two Party Coverage	Two percent (2.0%) of base salary
Family Coverage	Two and one-half percent (2.5%) of base salary

A description of the general coverage shall be found in APPENDIX B.

Section 2. HEALTH INSURANCE OPT OUT Beginning 2015-2016 school year, the District will pay \$3,000/individual plan, \$3,500/couples plan, or \$4,000/family plan annually in equal payroll period stipends for any employee who opts out of District coverage completely. This amount shall be prorated for less than a full year opt out. The employee must show proof of

coverage with other coverage with other medical insurance to exercise this option. The employee must notify the District of his/her intent to opt out no later than the fifteenth (15th) day of the month prior to the month in which the opt out payment will begin. Once an employee has opted out of coverage, he/she must remain without District coverage for the remainder of the school year, unless the employee loses coverage under his/her spouse's medical insurance. The employee shall notify the District of his/her loss of coverage in writing, and the employee's District coverage will be reinstated effective the earliest date permitted by the District's insurance carrier. The bi-monthly stipend for opting out of District health coverage will cease on the same date that coverage is reinstated and the appropriate percentage of base salary contribution will begin.

A full-time employee who is married to another District employee will be covered by one health insurance plan that shall cover both employees and their eligible dependents. Neither employee in this instance shall be entitled to receive the opt out payment. Employees agree to execute the required District form for Spouse/Family coverage and Opt Out Waiver Statement.

Section 3. DISABILITY INSURANCE PROGRAM - The Board shall provide long-term disability insurance program for all full-time employees to provide benefits in the amount of six hundred dollars (\$600.00) per month during the first year of disability and eight hundred dollars (\$800.00) per month for the second year and each year thereafter, coverage to begin with the 31st day of disability; the plan to be integrated with Workmen's Compensation, Social Security benefits, sick leave benefits contained in ARTICLE X of this agreement and all other disability payments under the Pennsylvania Public School Employees Retirement Program, after eleven (11) months, all benefits subject to the underwriting requirements of the insurance company. Coverage shall not exceed sixty percent (60%) of the employee's salary.

Section 4. LIFE INSURANCE - The Employer shall provide term life insurance coverage for all full-time employees in the amount of seventeen thousand dollars (\$17,000). The Employer shall provide term life insurance coverage for all part-time employees in the amount of seven thousand dollars (\$7,000).

Accidental Death and Dismemberment Insurance shall be provided in an additional amount of seventeen thousand dollars (\$17,000) for full-time employees and seven thousand dollars (\$7,000) for part-time employees.

Section 5. DENTAL INSURANCE - The Employer shall provide dental insurance for individual employees. The individual (employee only) coverage shall be equivalent to a Delta Dental plan as follows: Basic Services (100% UCR), Prosthetics (75% UCR), and Periodontics (100% UCR). Maximum benefit per individual (employee only) will be \$2,000 per calendar year.

The Employer shall provide basic dependent dental insurance for employee dependents with fifty (50%) co-payment of UCR to include diagnostics, preventive, basic restorative, oral surgery, endodontics, and periodontics. Dependent coverage shall have a maximum benefit of \$1,000 per calendar year.

Section 6. PRESCRIPTION CARE INSURANCE - The Employer shall provide basic prescription care insurance as negotiated within the District's PPO Medical Plan.

Section 7. VISION CARE INSURANCE - The Employer shall provide a basic vision care program for the individual employees. Full-time employees will be given the option, on a voluntary basis and at a cost paid by the employee, to add eligible dependents to their vision care insurance. For example, if the basic employee monthly premium is \$2.50 per month, and the monthly premium for employee plus dependent(s) is \$5.00 per month, the employee would have \$2.50 per month withheld from their paycheck, on a pre-tax basis, to have the benefits extended to their eligible dependents if they elect to exercise this option.

Section 8. SECTION 125 PLAN - The District agrees to establish a Section 125 Plan, at no cost to the District, for the purposes of:

1. Premium sharing (including vision care insurance)
2. Opt-out
3. Medical expenses
4. Dependent care

ARTICLE XVI - MEDICAL EXAMINATIONS

The Employer shall pay the total amount of costs for any physical examination or physical test required by the Employer and performed by the school physician.

ARTICLE XVII - RETIREMENT BONUS FOR LONGEVITY

In recognition for longevity service for full-time employees who, after ten (10) years of employment, while employed in the Bald Eagle Area School District, the Board agrees to pay as a bonus, an amount of fifty dollars (\$50.00) times each year of service within the School District. If an employee dies, after completing ten (10) years of employment while employed in the Bald Eagle Area School District, his beneficiary shall be paid for all eligible Retirement Bonus for Longevity payments.

ARTICLE XVIII - CAR EXPENSE

Section 1. The Employer agrees to reimburse employees who are required, in the course of their work, to drive their personal automobiles from one building to another or on business for the School District at the rate equal to the prevailing IRS mileage allowance.

ARTICLE XIX - MATERNITY LEAVE

Section 1. Female employees shall be provided with unpaid maternity leave under the following guidelines:

The employee shall notify the Superintendent, in writing, at least thirty (30) days prior to the beginning of the leave.

Maternity leave shall continue for a length of time determined by the employee and her physician, but shall not exceed more than one (1) year. Leaves beyond one year may be agreed to by the employee and the Board.

An employee may return to work when the employee's physician certifies to the employee's ability to assume her duties, provided that the employee indicates her intention to return at least thirty (30) days prior to her actual return.

ARTICLE XX - EMERGENCY LEAVE

Section 1. One (1) non-accumulative emergency leave day may be granted to each full-time employee per year.

Section 2. Employees requiring emergency leave shall give as much advance notice to the immediate supervisor as circumstances permit.

Section 3. A copy of the reason for emergency leave will be submitted to the Superintendent upon return from said leave.

Section 4. An approved emergency shall be defined as an unforeseen situation requiring immediate action by an employee to avoid disaster or possible harm to the health or safety of the employee or his immediate family.

Section 5. The first day of Buck Season shall be an acceptable reason for any member of the bargaining unit to make use of their emergency day.

ARTICLE XXI - PERSONAL DAY

Section 1. The Employer agrees that each full-time employee may, upon request, be granted two (2) non-accumulative personal days each year in accordance with the following guidelines:

1. One (1) week notice will be given to the Superintendent.
2. No more than five percent (5%) of the employees shall be authorized to take personal days on any one day.
3. The personal day will not be used the day immediately preceding or following a recognized holiday.

After five (5) years of continuous service in the school district, full-time employees shall be entitled to a non-school personal day which may be used only when school is not in session.

Personal day guidelines 1 through 3 also apply to the non-school personal day.

Weekend Shift employee(s) shall be charged one and one-half (1 ½) personal days for each twelve (12) hour day taken off. If less than a full, twelve (12) hour day is taken, the paid leave time shall be prorated.

Employees may convert up to a total of fifteen (15) unused personal and vacation days per year to sick days. Conversion will automatically be made by the Business Office by July 15th, for the previous year. Notification of converted days will be made on the annual accumulated sick leave statement.

ARTICLE XXII - GRIEVANCE PROCEDURE

The parties to this agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this agreement shall provide for a four (4) step process which is described in the following paragraphs:

STEP I Person or persons initiating the alleged grievance shall present the grievance, in writing and on a form provided by the Employer, to the Director of Buildings and Grounds within five (5) days after it's occurrence. The Director of Buildings and Grounds shall reply to the grievance within five (5) days after initial presentation of the grievance.

STEP II If the action in Step I above fails to resolve the grievance within five (5) days of the satisfaction of the affected parties, the grievance shall be referred to the Superintendent.

STEP III If the action in Step II above fails to resolve the grievance within five (5) days of the satisfaction of the affected parties, the grievance shall be referred to the Board of Education at the next official School Board meeting.

STEP IV If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to binding arbitration as provided in Section 903 of the Act.

If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of Education in Step III shall be final.

ARTICLE XXIII - MEET AND DISCUSS

Section 1. Upon request of the Union, the Board will schedule a meet and discuss session. An agenda shall accompany such a request.

ARTICLE XXIV - GENERAL PROVISIONS

Section 1. Whenever any member of the Union participates during his regular shift in any meetings, at the direction of the Board, he shall suffer no loss in pay.

ARTICLE XXV - NO LOCK OUT/NO STRIKE PROVISION

Section 1. Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the Employer pledges that it will not conduct or cause to be conducted, a lock out during the term of this agreement and the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the terms of this Agreement.

ARTICLE XXVI - WAIVER

Section 1. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

ARTICLE XXVII - SEPARABILITY

If any provision of this agreement, or any application of this agreement to any employee or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVIII - TERMINATION OF AGREEMENT

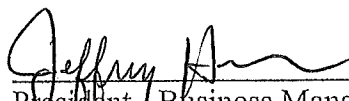
This agreement shall become effective on July 1, 2024, and shall remain in full force and effect for a period of four (4) years, terminating on June 30, 2028. This agreement shall be automatically renewed from year to year after the termination date unless either party shall notify the other in writing at least one hundred eighty (180) days prior to the expiration date that it desires to modify the agreement. In the event such notice is given, negotiations shall begin not less than one hundred sixty (160) days prior to the termination date and all negotiations be governed by the provisions of Act 195.

THIS AGREEMENT, signed this 14th day of February, 2024 by and between:

BALD EAGLE SCHOOL DISTRICT:

THE PENNSYLVANIA LABORERS' DISTRICT COUNCIL (And its Successors or Assigns):

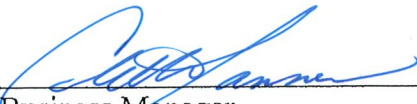

Tina Greene, President

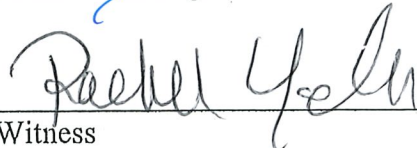

President / Business Manager


Timothy E. Nilson, Secretary

Secretary - Treasurer

LOCAL UNION NO. 824:


Business Manager


Witness

Grievance Report Form
Bald Eagle Area School District

Date _____

Grievance Initiated By: _____

Bargaining Unit: _____

Grievant Work Place: _____

Date and Nature of Alleged Grievance _____

Grievance Relates to Contract Article: _____

Action Desired: _____

EXHIBIT A

EXHIBIT A

CONTRACTOR

JOB SITE

Laborers' International Union of North America

LOCAL UNION No. 824

BELLEFONTE, PA 16823

PHONE: (814) 355-4161

Affiliated with the Laborers' International Union of No. America
and the Laborers' District Council of Western Pa. • AFL-CIO

Authorization for Withholding and Remittances

DATE _____

To the Officers and Members of Local Union No. 824 and the
Laborers' District Council of Western Pennsylvania, AFL-CIO:

I hereby authorize all Employers by whom I am employed during the terms of Agreements by and between the Employer and Local Union No. 824 through Laborers' District Council of Western Pennsylvania, AFL-CIO, to withhold from my wages \$30.00 per working day from my gross earnings toward the payment of the Local Union Initiation Fees amounting to \$ _____.

I also authorize the withholding of monthly dues in the amount of \$ _____ from my gross earnings of the first current pay period when due until paid in full, and such other authorized assessments, or withholding, by working agreement or Union authorization, and the same to be remitted to such bona fide places as may be designated by the Union to be credited to me as a member.

I also authorize the regular additional withholding of dues from my wages in the amount of three and two-tenths percent (3.2%) of my gross wages, or in such amount as may hereafter be authorized by Union action, to be remitted to such places as may be designated by the Union and to be credited as a member. Three percent (3%) of the withholding shall be designated to the Laborers' District Council of Western Pennsylvania Dues Deduction Fund. Two-tenths percent (.2%) shall be designated to the Western Pennsylvania Laborers' Building and Defense Fund. However, if the member has signed the authorization for remittance to the Western Pennsylvania Laborers' Political Action Fund, then an amount not greater than .133% shall be designated to said Fund. The remaining amount shall be designated to the Western Pennsylvania Building and Defense Fund. If no authorization has been signed by the member, then the entire two-tenths percent (.2%) shall be designated to the Western Pennsylvania Laborers' Building and Defense Fund.

This authorization, as applicable to any of the above withholdings, shall be irrevocable for the term of the applicable contract between the Employer Company and the Union, or for one (1) year, whichever is the lesser, and shall automatically renew itself for successive periods of one (1) year during the current Agreement and successive collective bargaining Agreements unless revoked by me within fifteen (15) days prior to the expiration of any of the collective bargaining Agreements or one (1) year, whichever comes first. The revocation provided for shall be in writing and shall bear the date and my signature, delivered to the Local Union Office.

Dues, contributions or gifts to Local Union No. 824 are not deductible as charitable contributions for federal income tax purposes. Dues paid to Local Union No. 824, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

PLEASE PRINT!

Name _____

Signature _____

Date of Birth _____ Soc. Sec. # _____

Address _____ County _____

City _____ State _____ Zip _____

Phone Number _____

CONTRACTOR

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PLEASE PRINT!

Name _____

Signature _____

Date of Birth _____ Soc. Sec. # _____

Address _____ County _____

City _____ State _____ Zip _____

Phone Number _____

UNION COPY

EMPLOYER'S COPY

Signature of Client Representative

Title

Date

Wald Eagle Area School District - PPO Blue \$950**Group Number(s): 025661-78, -79; 028972-32, -39; 104165-85, -86**

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

Benefit	In Network	Out of Network
General Provisions		
Effective Date	January 01, 2025	
Benefit Period (1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$950	\$1,900
Family	\$1,900	\$3,800
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes coinsurance. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$2,000
Family	None	\$6,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$6,350	Not Applicable
Family	\$12,700	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Primary Care Provider (PCP) Office Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Virtual Visit Provider Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$20 copay	80% after deductible
Telemedicine Services (3)	100% after \$20 copay	not covered
Preventive 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)
Breast Cancer Screenings (annual routine and supplemental)	100% (deductible does not apply)	80% after deductible
BRCA-Related Genetic Counseling and Genetic Testing	100% (deductible does not apply)	80% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric		
Physical Exams	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
Emergency Services		
Emergency Room Services (5)	100% after \$100 copay (waived if admitted)	
Ambulance - Emergency (6)	100% after in-network deductible	
Ambulance - Non-Emergency (6)	100% after deductible	80% after deductible
Hospital and Medical / Surgical Expenses (including maternity) (5)		
Hospital Inpatient	100% after deductible	80% after deductible
	limit: 365 days/admission	
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)	100% after deductible	80% after deductible
Therapy and Rehabilitation Services		
Physical Medicine	100% after \$20 copay	80% after deductible
	limit: 30 visits/benefit period - limit does not apply when therapy services are prescribed for the treatment of mental health or substance abuse	

Benefit	In Network	Out of Network
Speech Therapy	100% after \$20 copay limit: 30 visit/benefit period - limit does not apply when therapy services are prescribed for the treatment of mental health or substance abuse	80% after deductible
Occupational Therapy	100% after \$20 copay limit: 30 visit/benefit period - limit does not apply when therapy services are prescribed for the treatment of mental health or substance abuse	80% after deductible
Respiratory Therapy	100% after deductible	80% after deductible
Spinal Manipulations	100% after \$30 copay limit: 20 visits/benefit period	80% after deductible
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Mental Health / Substance Abuse		
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% (deductible does not apply)	80% (deductible does not apply)
Outpatient Substance Abuse Services	100% (deductible does not apply)	80% (deductible does not apply)
Other Services		
Allergy Extracts and Injections	100% after \$20 copay	80% after deductible
Autism Spectrum Disorder Applied Behavior Analysis (7)	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	copay, if any, do not apply to diagnostic services prescribed for the treatment of mental health or substance abuse	
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after \$10 copay	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after \$10 copay	80% after deductible
Mammograms, Medically Necessary	100% (deductible does not apply)	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible limit: 90 visits/benefit period aggregate with visiting nurse	80% after deductible
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (8)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible limit: 240 hours/benefit period	80% after deductible
Skilled Nursing Facility Care	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Precertification/Authorization Requirements (9)	Yes	Yes
Prescription Drugs		
Prescription Drug Deductible		
Individual	\$100	
Family	\$200	
Prescription Drug Program (10)	Retail Drugs (31-day Supply) \$5 Generic copay \$50 Formulary brand copay \$65 Non-Formulary brand copay Maintenance Drugs through Mail Order (90-day Supply) \$10 Generic copay \$100 Formulary brand copay \$130 Non-Formulary brand copay	
SensibleRx Choice		
Defined by the National Plus Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.		
Your plan uses the Comprehensive Formulary with an Incentive Benefit Design		

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 Calendar Year which runs from January 1 to December 31.
- (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 Designated Telemedicine Provider. Additional services provided by a Designated Telemedicine Provider 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 the Outpatient Mental Health Services benefit).

- (4) Services are limited to those listed on the Highmark Preventive Schedule with Enhancements (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 level of benefits.
- (7) Diagnostic assessment to diagnose Autism Spectrum Disorders may be performed by a licensed physician, licensed physician assistant, licensed psychologist, or certified registered nurse practitioner. Diagnostic assessments performed by a licensed physician, licensed physician assistant, or certified registered nurse practitioner will be covered as specified in the Office Visit benefit category. Diagnostic assessments performed by a licensed psychologist will be covered as specified in the Mental Health Care Services-Outpatient benefit category. Applied Behavioral Analysis for the treatment of Autism Spectrum Disorders will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g., speech therapy, diagnostic services). Services for the treatment of Autism Spectrum Disorders do not reduce visit/day limits.
- (8) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (9) 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.
- (10) 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 SensibleRx Choice, 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 for 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.

Highmark Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Discrimination Is Against the Law

The Claims Administrator/Insurer complies 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: CivilRightsCoordinator@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.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/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 Senior Solutions Company or Highmark Senior 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 gratuita, están disponibles para usted. Llame al número en la parte posterior de su tarjeta de identificación (TTY: 711).

请注意：如果您说中文，可向您提供免費語言協助服務。
請撥打您的身份證背面的號碼 (TTY: 711)。

CHÚ Ý: Nếu quý vị nói tiếng Việt, chúng tôi cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho quý vị. Xin gọi số điện thoại ở mặt sau thẻ ID của quý vị (TTY: 711).

알림: 한국어를 사용하시는 분들을 위해 무료 통역이 제공됩니다. ID 카드 뒷면에 있는 번호로 전화하십시오 (TTY: 711).

ATENSYON: Kung nagsasalita ka ng Tagalog, may makukuha kang mga libreng serbisyoong tulong sa wika. Tawagan ang numero sa likod ng iyong ID card (TTY: 711).

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

تقديم: إذا كنت تتحدث اللغة العربية، فهذه خدمات المساعدة في اللغة المجانية متاحة لك. اتصل بالرقم الموجود خلف بطاقة هويتك (جهاز الاتصال لتوي صعوبات السمع والتلفظ: 711).

Komlinke: Si se Kreyòl Ayisyen ou pale, gen sèvis entèprèt, gratis-licheri, 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: 711).

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

ATENÇÃO: Se a sua língua 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 (TTY: 711) aufgeführte Nummer an.

注：日本語が母国語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カードの裏に明記されている番号に電話をおかけください (TTY: 711)。

توجه: اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. یا شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.