

Agreement
between
Bloomsburg Area School District
and
Bloomsburg Area Education Support
Professionals Association, PSEA/NEA

July 1, 2021 through June 30, 2026

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Preamble

THIS AGREEMENT is made this ____ day of _____, by and between the BLOOMSBURG AREA SCHOOL DISTRICT, hereinafter called the "Board" or the "Employer" and the BLOOMSBURG AREA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION, PSEA/NEA, hereinafter called the "Association."

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

Article 1 - Recognition

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining in accordance with Act 195 for all personnel, in accordance with the certification of the Pennsylvania Labor Relations Board, dated June 14, 2004, in case No. PERA-R-04-171-E. The bargaining unit shall be defined as all full-time and regular part-time non-professional employees, including, but not limited to, cafeteria employees, custodial employees, maintenance employees, aides, and secretaries; and excluding management level employees, supervisors, first-level supervisors, confidential employees, and guards, as defined in the Act.

Article II - General Provisions

Section 2.01 - No Strike/No Lockout

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 lockout during the term of this Agreement, and the Association pledges that members of the Association will not engage in a strike (as that term is defined in Act 195, and Article XI-A of the School Code), during the term of this Agreement.

Section 2.02 - Savings Clause

Nothing contained herein shall be construed to deny or restrict any employee such rights as he or she may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act (Act 195), or other applicable laws or regulations.

Section 2.03 - Waiver Clause

No additional negotiations on this Agreement will be conducted on any item except if either party requests to reopen the Agreement to address wages, benefits or other issues which may be impacted by the District's participation in Act 72 or other similar legislation. Any such changes will be reduced to writing, signed by both parties, and made part of this Agreement.

Section 2.04 – Separability Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

Section 2.05 - Management Rights

The management and control of the School District, including the right to manage and control school properties, policies, structure, curriculum, and standards of education are vested in the Board. The Board has the exclusive right to hire, direct, place, transfer, demote, suspend, reprimand, or discharge any employee consistent with the School Code, as amended from time to time, and other local, state, and federal regulations of employment practices and procedures.

The Board will function in agreement with the collective bargaining agreement, the Department of Education Rules and Regulations, the Pennsylvania Public School Code, as amended, and other applicable laws. All powers, rights, and authority vested in this School Board by law, rules, and regulations shall be retained.

Section 2.06 - Printing of Agreement

The Employer shall print and provide copies of this Agreement to all bargaining unit members within thirty (30) days after the agreement is signed. This Agreement shall also be presented to every employee hired hereafter. Cost of printing will be shared equally by the Employer and the Association.

Article III - Grievance Procedure

Section 3.01 – Definitions

Grievance - A “grievance” shall mean a claim by a member of the bargaining unit, that there has been a misinterpretation of the provisions of this bargaining unit agreement.

Days - The term “days” when used in this article shall, except where otherwise indicated, mean days where the Administrative Offices are open to the public.

Section 3.02 - 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. All time limits may be extended by mutual agreement in writing.

Section 3.03 - Waiver of Appeal

Failure of an employee to proceed to the next step of a grievance procedure within the time limit set forth, unless delay is justified by undue hardship, shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning that particular grievance. The failure of an administrator, at any step to communicate the decision to the employee within the specified time limit shall permit the employee to proceed to the next step.

Section 3.04 - Grievance Forms

All necessary forms for filing grievances shall be provided by the Association. (Appendix A).

Section 3.05 – Grievance Contents

Written grievances must contain the following:

1. Nature of the grievance;
2. Specific provision or provisions of the contract on which the grievance is based; and
3. Relief or remedy requested.

Section 3.06 - Procedures

Grievances shall be processed in the following manner:

Step 1 - An employee or group of employees with a grievance shall first discuss it, within ten (10) days that the employee(s) knew or should have known of said grievance, with his/her/their supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied, he/she shall file the grievance in writing within five (5) days of the discussion.

Within five (5) days of the receipt of the grievance, the supervisor shall inform the employee and the Association President of his/her decision with the rationale and shall render same in writing to said employee and Association President.

Step 2 - The aggrieved employee or group of employees may, within five (5) days of the receipt of an adverse decision from the supervisor, appeal same in writing to the Superintendent. If no decision is rendered at Step 1, the aggrieved employee or group of employees may, within ten (10) days of submission of said grievance to the supervisor, file an appeal to the Superintendent concerning that lack of decision.

Within five (5) days of the receipt of said appeal, the Superintendent or his/her designated representative shall conduct a hearing.

The principal who rendered, or failed to render, a decision in Step 1 shall be notified of the hearing. He/she shall be permitted to attend and participate in the hearing.

Within five (5) days of the hearing, the Superintendent shall inform the employee and the Association President of his/her decision with rationale and shall render same in writing to the said employee and the Association President.

The Superintendent shall inform the School Board of the grievance and his/her decision at the time of the next regularly scheduled monthly meeting following the issuance of his/her decision.

Step 3 - In the event the grievance is not settled as provided in Step 2, the Association may, within ten (10) working days from the date of the decision in Step 2, submit the grievance to the Board. The Board shall consider the matter not later than its next regularly scheduled meeting and shall give its response, in writing, within five (5) working days of its consideration.

Step 4 - If the grievance is not resolved in Step 3, the Association shall have the sole authority to refer the grievance to binding arbitration according to Section 903 of Act 195 within thirty (30) days after the decision of the Board.

The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the base upon which the decision shall be rendered.

The arbitrator shall neither add to, subtract from, nor modify the provisions of the agreement. The arbitrator shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

All the time limits contained in the grievance and arbitration procedures may be extended by mutual agreement. The granting of any extension of any Step shall not be deemed to establish a precedent.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available, without charge, to the arbitrator.

The aggrieved employee, Association representatives, and witnesses shall not be paid for time lost during regular work hours attending an arbitration hearing.

Any grievance arising during the period of the termination of the contract and the effective date of the new contract may not be arbitrated.

Grievances involving more than one grievant but arising under the same circumstances and involving an interpretation or application of the same provision or provisions of the contract may be consolidated.

The Association may initiate grievances without consent or cooperation of individual members.

Prior to requesting for an arbitrator to hear the grievance, the parties, upon mutual agreement, may submit the issue for review by a mediator supplied by the Pennsylvania Bureau of Mediation. Each party shall have the opportunity to present their position for consideration by the mediator. The mediator shall offer a non-binding resolution to the matter. The resolution shall only be binding if both parties agree. If either party disagrees with the mediator's resolution, the grievance shall move onto the next step for Arbitration under the contract.

Article IV - Association Rights and Privileges

Section 4.01 - Association Business

- A. The Association may use the Employer's facilities for meetings and for the transaction of official business on school property at all reasonable times provided that this shall not interfere with, nor interrupt normal school operations as determined in consultation with the building principal.
- B. The Association shall have the right to occasional use of school equipment, such as a computer, printer, and duplicating equipment, when it is not otherwise being used. The Association will reimburse the Employer for any costs associated with use of such equipment.
- C. The Association shall have the right to distribute, through the use of district interschool mail, material dealing with proper and legitimate Association business. The Employer will not be responsible for loss or damage of mail.
- D. Bulletin board space of association business, such as notification of meetings, will be provided in each building.

Section 4.02 - Membership Dues Deductions

The Employer agrees to deduct dues from the salaries of members of the Bloomsburg Area Education Support Professionals Association, the Pennsylvania State Education Association, and the National Education Association as said members authorize the Employer to deduct and to transmit the monies by check monthly to the Association treasurer. Deductions will be made in as

nearly equal installments as practicable during the months of October through May. No later than October 1, the Association will provide the District Office with employee authorization cards (Appendix B) and the amount(s) to be deducted.

Section 4.03 - Maintenance of Membership

All employees who are members of the Association on the effective date of this Agreement or who thereafter during its term become members of the Association shall maintain their membership in the Association for the term of this Agreement by paying annual dues and assessments, provided however, that any such employee may resign from membership in the Association during a period of fifteen (15) days prior to the expiration of this Agreement.

Article V - Terms and Conditions of Employment

Section 5.01 - Employee Classifications

- A. Full-time, twelve month employees include:
 - Custodians/Maintenance - Working eight (8) hours per day and at least 260 days per year.
 - Secretaries - Working 1,650 hours or more per year. Work schedules will be determined by the administration.
- B. Full-time, school year employees include:
 - Classroom, Reading, and Library Aides- Working five and three quarter ($5\frac{3}{4}$) or more hours per day and at least 180 days per year.
 - Health aides/personal care aides (PCA's working six (6) or more hours per day and at least 180 days per year.
 - Cafeteria Personnel - Working six (6) or more hours per day and at least 180 days per year.
- C. Part-time, twelve month employees include:
 - Custodian/Maintenance - Working less than eight (8) hours per day or less than 260 days per year.
 - Secretaries - Working less than 1,650 hours per year. Work schedules will be determined by the administration.
- D. Part-time, school year employees include:
 - Classroom, Reading, and Library Aides - Working less than five and three quarter ($5\frac{3}{4}$) hours per day and less than 180 days per year.

- Health aides/personal care aides (PCA's) working less than six (6) hours per day or less than 180 days per year.
- Cafeteria Personnel - Working less than six (6) hours per day or less than 180 days per year.

Section 5.02 - Probationary Period

All new employees will serve the District for the first ninety (90) working days on a probationary status and may be discharged without recourse during such probationary period. No sick leave, paid holidays, or paid vacation will be provided during the probationary period. Upon satisfactory completion of the probationary period, credit for sick leave and vacation leave will be granted retroactive to include the probationary period.

Section 5.03 – Seniority

Seniority means the total length of an employee's continuous service in the district from the most recent date of hire. Seniority will accrue during suspension (layoff) and all approved leaves of absence. Seniority will be broken only for resignation, retirement or lawful discharge. The Employer will provide a current seniority list to the Association on or about July 1 of each year.

Section 5.04 – Vacancies

Any vacancy which the Employer wishes to fill or newly created position shall be posted for not fewer than five (5) days. The posting shall contain the minimum qualifications, skill requirements, hours, wages, and job descriptions for the posted position.

All employees in the bargaining unit including furloughed employees, may submit bids for vacancies or newly created positions. Bids shall be submitted in writing to the Superintendent or designated representative within five (5) days of the vacancy having been posted. No new appointments to temporary or permanent vacancies shall be made while there is a laid-off or demoted qualified employee to fill such vacancy.

Section 5.05 - Layoffs and Recall

In the event it becomes necessary to furlough employees, they shall be furloughed in order of least seniority within their job classifications. Furloughed employees shall be recalled in the inverse order of their layoffs. Eligibility for recall shall be conditional upon annual written notice to the Employer of the laid-off employee's current residence and availability.

Section 5.06 - Professional Development

The district shall provide professional development and certification courses which employee's need to maintain employment. Final approval is at the board's discretion.

Article VI - Leaves of Absence

Section 6.01 - Illness/Injury Leave

At the beginning of each fiscal year, each full-time employee shall be credited with one (1) day of paid sick leave for each month of employment to a maximum of ten (10) days. Employees shall be credited with the sick day on the first day of the worked month. The unused portion of such leave shall be accumulative from year to year to a maximum of 100 days. Sick leave is not a termination benefit, unless specified elsewhere in the contract.

Section 6.02 - Bereavement Leave

Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) work days. The Board may extend the period of absence, with pay, in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, or near relation who resides in the same household, or any person with whom the employee has made his/her home.

Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board may extend the period of absence, with pay, in its discretion as the exigencies of the case may warrant. Near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Section 6.03 - Jury Duty/Court Leave

Employees who are subpoenaed to serve as jurors or as witnesses in court for a non-union Bloomsburg Area School District matter shall not suffer a deduction from their salaries, provided that any amounts received from the court for services shall be turned over to the Employer.

Section 6.04 - Personal and Emergency Leave

Full-time employees will be credited with two personal/emergency days for that school year. Personal and emergency leave days shall not be cumulative. Emergency leave determination shall be subject to approval of the Superintendent. Personal days are not a termination benefit.

Section 6.05 - Sick Leave Bank.

The Association shall establish a sick leave bank to which members of the bargaining unit may contribute days of personal sick leave. The sick leave bank shall be administered by the Association, subject to review by the Board. The Association shall establish and furnish to the Employer a copy of the rules and regulations governing the operation of the bank. Any changes or revisions in existing rules and regulations are subject to approval by the Employer. The Association shall certify to the Employer the contributors to the bank and the employer shall honor withdrawals there from upon proper certification by the Association. The Association shall promptly notify the business office of its decision to grant sick days. The employer will not be responsible for hardships to employees caused by the Association failing to properly notify the business office.

Article VII – Wages

Section 7.01 – Starting Wages

Classification	21-22	22-23	23-24	24-25	25-26
Custodians	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
Maintenance	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Secretaries	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
Head Cooks	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Cooks	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
Cafeteria Workers	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Aides					
Classroom/PCA/ Reading/Library	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Healthcare (LPN)	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
Healthcare (CNA)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Upon ratification of this contract, current employees earning less than the above starting rates will receive the wage increase indicated in Section A below, or be increased to the starting rate, whichever is greater. The District reserves the right to start new employees at a higher starting rate, based on experience and needs of the District. Current employees with same level of relevant experience, qualifications, and certification who would be making less than the new employee shall be given an increase up to the starting rate of the new employee.

A. Wage Increase

Upon ratification, all employees in the bargaining unit will receive the following hourly increases:

Effective July 1, 2021	\$0.50 per hour
Effective July 1, 2022	\$0.50 per hour
Effective July 1, 2023	\$0.50 per hour
Effective July 1, 2024	\$0.50 per hour

Effective July 1, 2025

\$0.50 per hour

B. Compensation- Additional duties

a.	“Head Cook”	\$1.00 per hour
b.	“Cook”	\$0.50 per hour
c.	Bachelor’s Degree	\$2.00 per hour
d.	Associate’s Degree	\$1.00 per hour
e.	Certificate	\$0.75 per hour

Employees providing documentation of a completed certificate program by an accredited educational institution shall receive an extra seventy-five cents per hour (\$0.75);

Employees who have earned an associate’s degree shall receive an extra twenty-five cents per hour (\$.25) over and above the certificate rate totaling one dollar (\$1.00) per hour on their current wage.

Employees who have earned a bachelor’s degree shall receive an extra dollar per hour (\$1.00) over and above the Associate Degree rate totaling two dollars (\$2.00) per hour on their current wage.

All degrees must be related to the job classification currently held.

Section 7.02 - Overtime

No overtime shall be scheduled or worked without prior approval of the immediate supervisor or Superintendent. Overtime will be paid at the rate of one and one-half(1 ½) times the regular hourly pay, when approved, for time worked in excess of forty (40) hours in a work week. Holiday hours shall be counted towards the accumulation of weekly hours for the purposes of calculating overtime. If requested by supervisor, employees who work on paid holidays shall be compensated at one and one-half their hourly rate for hours worked on the holiday in addition to their regular holiday pay. All maintenance workers called in to work after normal working hours will receive a minimum of two (2) hours of overtime pay.

Section 7.03 - Pay Periods

School-year support staff will be paid bi-weekly throughout the school calendar year. Year-round employees will be paid bi-weekly through the calendar year. Paychecks will be through direct deposit.

During the transition period to electronic time clocks, the District may need to adjust the pay periods. In the event this is needed, the District will inform all affected employees as soon as it is realized.

Section 7.04 - Temporary Pay for Temporary Change in Position

When a higher-level employee is absent, and a lower lever employee is assigned or required by the employer to perform the duties of the higher level, for four (4) hours or more in any work shift, the assigned employee shall receive additional compensation equal to the difference between the starting rates of the two classifications for all hours working in the higher assignment.

Section 7.05 - Pay Adjustments

When the opening of school is delayed, or school is dismissed early because of adverse conditions or occurrences, reporting and departure time for employees in the bargaining unit shall be adjusted appropriately. Employees will only be paid for the time worked during those days. Custodial and maintenance employees will report for work at the required times on days when there is inclement weather. Secretaries may come to work or stay at work if they are able to do so based on the conditions. Secretaries may use applicable vacation or personal days for canceled days. When school is delayed (classroom, reading, library, health, and personal care aides) shall report to work at the same starting time as students. Aides shall work until students are dismissed but shall not exceed normal scheduled work hours.

Article VIII - Holidays and Vacation

Section 8.01 - Holidays

- A. All full-time, twelve month employees shall receive the following ten (10) paid holidays

Fourth of July	Christmas Eve
Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday
Monday after Thanksgiving	Memorial Day

- B. All full-time, school year employees shall receive the following five (5) paid holidays

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Day	

- C. All part-time employees shall receive the following one (1) paid holiday:

Christmas Day

- D. Holidays that fall on Saturday or Sunday will be observed either Monday or Friday, as determined by the Superintendent.
- E. Employees will be compensated for holidays at their regular hourly rate for the number of hours normally worked. To receive paid holidays, an employee must be on paid leave (sick, personal/emergency, vacation) on the day before and after said holiday.

Section 8.02 – Vacation

Full-time, twelve month employees shall be entitled to paid vacation in accordance with the following:

- A. Vacation entitlement will be calculated on July 1 of each year.
- B. New employees will be granted up to four (4) days of paid vacation upon completion of the probationary period, prorated as follows:

<u>Month Employed</u>	<u>Vacation Days</u>
April, May, June	1
January, February, March	2
October, November, December	3
July, August, September	4

- C. On July 1 following the initial year of employment, employees will be granted paid vacation as follows:

<u>Year of Employment</u>	<u>Vacation Days</u>
2 nd through 10 th	10
11 th through 20 th	15
21 years and above	20

- D. Earned vacation shall be non-cumulative unless waived in writing by the Superintendent.
- E. Employees must schedule vacation days with immediate supervisors at least two (2) weeks in advance. Special consideration will be given to emergencies. All requests are subject to final approval by the Superintendent or his/her designee.
- F. Employees will be compensated for vacation days at their regular hourly rate for the number of hours normally worked.

Article IX - Insurance Benefits

Section 9.01 - Medical Insurance

- A. The Board agrees to pay the full premium, subject to the employee contribution provided in Section C below, required to provide each full-time, twelve-month employee; eligible full time PCA, Health Aides, and Cafeteria Personnel working 6 or more hours per day; and those school year employees “grandfathered” from the previous contract and eligible dependents with hospitalization/medical insurance coverage.
- B. The District shall offer the Central Susquehanna Region School Employees’ Health and Welfare Trust, hereinafter “CS Trust”, 250 Plans to all eligible employees. The employer may make available to employees hospitalization/medical service plan(s), essentially equal to the current plan(s) offered. It is agreed and understood that the employer will not in any way be responsible for changes made unilaterally by the carrier(s) to the benefits. The Association will be part of meetings with any new providers being considered, the equality of health plans if a subject of the grievance procedure.
- C. Effective Date and Amount Contributed Per Year:

July 1, 2021 8% of premium with a cap of \$1,400

Employee’s contribution shall be deducted in equal installments through payroll deduction.

In the event both spouses of a married couple are employees of the School District, only one spouse shall be eligible to receive family hospital and medical insurance, and premium deduction shall be withheld from only one spouse.
- D. Upon the first day of the month following ratification, all full-time school year employees working (5 ³/₄) hours per day who would like to be covered under the medical insurance provided by the School District shall contribute 40% of the monthly premium through payroll deduction.
- E. Part-time employees may elect hospitalization/medical insurance coverage by agreeing to pay 100% of the required premiums through payroll deductions.

Section 9.02 · Dental Insurance

The Board agrees to pay the full premium required to provide each full-time, twelve-month employee with individual dental insurance coverage, having benefits comparable to those provided by the Central Susquehanna Region School Employees’ Health and Welfare Trust Dental Plan II, in effect on July 1, 2004. Coverage shall be an individual plan. The insurance carrier for these benefits will be determined by the Board. Full-time school-year employees currently receiving dental insurance benefits paid by the District will continue to receive such paid benefits.

Full-time school-year employees and part-time employees may elect dental insurance coverage by agreeing to pay the required premiums through payroll deduction.

Any employee hired after July 1, 2011, who elects to have individual dental coverage shall pay 100% of the premium through payroll deduction.

Section 9.03 – Vision Insurance

The Employer agrees to pay the full premium required to provide each full-time, twelve-month employee with individual vision insurance coverage, having benefits comparable to those provided by the Central Susquehanna Region School Employees' Health and Welfare Trust in effect on July 1, 2004. Coverage shall be an individual plan. The insurance carrier for these benefits will be determined by the Board. Full-time school-year employees currently receiving vision insurance benefits paid by the District will continue to receive such paid benefits.

Full-time, school-year employees and part-time employees may elect vision insurance coverage by agreeing to pay the required premiums through payroll deduction.

Any employee hired after July 1, 2011, will pay 100% of premium for individual vision coverage through payroll deduction.

Section 9.04 - Life Insurance

The District agrees to pay the premium for group term life insurance (insurance carrier to be selected by the Employer), in the amount of \$13,000 for each full-time, twelve month employee on the active payroll. Full-time school year employees currently receiving life insurance coverage paid by the District will continue to receive such paid coverage.

Section 9.05 - Section 125 Plan

The Employer agrees to establish a Flexible Spending Account Plan in accordance with Section 125 of the Internal Revenue Service regulations. The plan will provide legally permissible benefit options, including premium only plan and flexible spending accounts, to employees in the bargaining unit. The plan will not eliminate any current benefit options. The employer will provide necessary census data to the administrator to establish the plan and will make authorized deductions from the salaries of employees participating in the plan.

The Employer will also provide for a mandatory educational program on the provisions of the Section 125 program to the employees during the regular work day and will allow one-on-one meetings with representatives of the administrator during the regular work day.

Section 9.06 - Payment in Lieu of Hospitalization Coverage

Any full-time employee eligible for hospitalization/medical insurance, may elect the “medical insurance alternative” compensation plan in effect at the time of this Agreement (\$1.65 per hour). In order to execute his/her right under this option, the employee must fully execute the “Waiver of Health Insurance Benefit Form”. Any employee who has elected this medical insurance alternative, shall be entitled to reinstate his/her insurance coverage as provided for in Section 125 of the Internal Revenue Code. Once the insurance coverage is reinstated, the extra payment will be pro-rated for the amount of time the employee did not have insurance. The Employer shall establish this provision in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code as amended.

Employees must provide verification of coverage under a spouse’s qualified plan as per the 2010 Patient Protection and Affordability Act and the Health Care in Education Reconciliation Act.

Section 9.07 - Duration of Coverage

All insurance coverage will become effective on the first day of the month following employment and will terminate at the end of the policy month in which the employee’s active employment with the Employer ends. Employees will have the option to continue coverage as provided under the COBRA Act of 1985.

Section 9.08 - Disputes

The hospitalization, dental, vision, and life insurance plans are contracts between the Employer and the insurance carriers. No dispute over a claim for any benefits extended by these plans shall be subject to the grievance procedure established in this collective bargaining agreement.

Section 9.09 – Limits of Liability

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 to any employee claiming under any of the benefits extended by the hospitalization/medical, dental, vision and life insurance plans. It is agreed that the Employer’s liability shall be limited to the payment of premiums.

Article X - Other Benefits

Section 10.01 - Retirement Benefit

Employees who have five (5) or more years of service in the district and who are eligible for retirement/and or disability benefits from the Public School Employees Retirement System will receive a retirement benefit in an amount equal to one hundred dollars

(\$100.00) for each year of service to the district plus thirty-five dollars (\$35) times each day of unused sick leave accumulated by the employee at the time of retirement.

To be eligible for this benefit, a valid, written letter of intent to retire must be submitted to the Superintendent at least one (1) month prior to the employee's retirement date. In hardship situations, exceptions may be made by the Superintendent. Exceptions may be made at any time through the mutual agreement of the Association and the District.

Section 10.02 - Lunches

A complimentary lunch will be provided to each cafeteria employee.

Section 10.03 - Payment for Retirement Severance

The school district shall make a non-elective employer contribution to the employee's 403(b) retirement program in an amount equal to Section 10.01 above.

Article XI - Scope of Agreement

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands or proposals with respect to any subject matter, and that the understandings and agreements arrived at by the parties after exercising the right and opportunity are set forth in this Agreement.


Article XII - Duration of Agreement

This Agreement shall become effective on July 1, 2021 except as otherwise indicated and shall continue in effect until June 30, 2026. 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 party to comply with the collective bargaining schedule established under Act 195 and Act 88. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested to by its Secretary on the 7th day of September 2021.


Bloomsburg Area School District

By: 
President

By: 
Secretary

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

By: 
President

By: 
Secretary

GRIEVANCE FORM

(Page 2 of 2)

Step II Superintendent

Superintendent Response: _____

Signature: _____ Date: _____

Disposition: _____ Response Accepted: _____ Proceed to Step III (School Board)

Association Representative: _____ Date: _____

Step III School Board

School Board Response: _____

Signature: _____ Date: _____

Disposition: _____ Response Accepted: _____ Proceed to Step IV (Arbitration)

Association Representative: _____ Date: _____

Date of Submission to Grievance Mediation: _____

Date of Submission to Arbitration: _____

Appendix A – Grievance Form

GRIEVANCE FORM

(Page 1 of 2)

Grievance No. _____

Step 1 Immediate Supervisor

Name(s) of Grievant(s) and Representative(s): _____

Date of Occurrence: _____ Date of Filing _____

Nature of Grievance: _____

Provision(s) of Contract Violated or Applicable: _____

Relief or Remedy Sought: _____

Signature of Association Representative: _____

Immediate Supervisor Response: _____

Signature: _____ Date: _____

Disposition: _____ Response Accepted: _____ Proceed to Step II (Superintendent)

Association Representative: _____ Date: _____

**Appendix C - Waiver of Health Insurance Benefits and Release of Claims
Against the District/Association**

THIS AGREEMENT entered into by and between THE BOARD OF SCHOOL DIRECTORS OF THE BLOOMSBURG AREA SCHOOL DISTRICT and THE BLOOMSBURG AREA EDUCATION SUPPORT PROFESSIONALS and _____, a Bargaining Unit Member of said District.

WHEREAS, the parties have negotiated an agreement permitting Bargaining Unit Members to elect to receive financial compensation in lieu of the District providing medical insurance; and

WHEREAS, the negotiated Collective Bargaining Agreement requires the Bargaining Unit Member to execute a waiver and release of claims against the District and the Association.

NOW THEREFORE, in consideration of the payment contemplated by this agreement and intending to be legally bound, the undersigned Bargaining Unit Member having fully read the provisions of this agreement does hereby agree as follows, to wit:

I understand that I hereby choose not to participate in the Medical Insurance Plan negotiated. I understand that I shall be paid an amount and in the manner indicated in Article IX, Section 9.06 of the Collective Bargaining Agreement. I further understand that, should I qualify under Section 125, the Internal Revenue Code, as amended, I may reinstate Medical Insurance coverage at the earliest possible eligible date permitted by the Carrier, however, I shall be subjected to a prorated reduction in monies corresponding for the time period I rejoined the District's group Medical Insurance Plan.

Knowing and understanding the above, I hereby elect not to participate or utilize Medical Insurance.

I do further on behalf of myself, my heirs, executors, administrators, and assigns, release and discharge the School District and the Association from all rights, claims, losses, or actions which may result from the signing of this Waiver.

I further understand that as a result of signing this waiver and release, I may not have Medical Insurance coverage. (YOU ARE ADVISED TO REVIEW ANY OTHER APPLICABLE COVERAGE OR POLICIES OF MEDICAL INSURANCE TO DETERMINE THE EFFECT, IF ANY, OF THIS WAIVER AND RELEASE WITH REGARD TO ANY OTHER COVERAGES. THE DISTRICT MAKES NO REPRESENTATION AS TO WHETHER OTHER COVERAGE WILL OR WILL NOT BE IN EFFECT.)

Intending to be legally bound hereby, I hereunto set my hand and seal to this waiver of Medical Insurance Benefits and Release of Claims.

This _____ day of _____.

READ CAREFULLY BEFORE SIGNING.

Bargaining Unit Member/Date

Witness/Date

Appendix B – Payroll Dues Deduction and Authorization

This is to authorize the Bloomsburg Area School District to deduct from my pay, in equal bi-weekly deductions, the annual dues as specified by the Bloomsburg Area Education Support Professionals Association/PSEA/NEA.

This authorization shall remain in effect unless cancelled in writing within fifteen (15) days prior to the expiration of the collective bargaining agreement as stated in Act 195. I agree that upon cancellation or termination of employment, the District should deduct any remaining amount due. Copies of the statement cancelling the deductions shall be submitted to both the District and the Association.

Date: _____ Signature: _____