

AGREEMENT BETWEEN
UPPER MERION AREA BOARD
OF SCHOOL DIRECTORS
AND
TEAMSTERS LOCAL UNION #384
CUSTODIAL, BUILDING AND TURF MAINTENANCE AGREEMENT
2023-2024
2024-2025
2025-2026

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[TO BE UPDATED UPON FINALIZATION OF AGREEMENT]

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**UPPER MERION AREA BOARD OF SCHOOL DIRECTORS
AND TEAMSTERS LOCAL UNION NO. 384**

**AGREEMENT COVERING
CUSTODIAL, BUILDING, AND TURF MAINTENANCE**

PREAMBLE

THIS AGREEMENT is made and entered into by and between the UPPER MERION AREA SCHOOL DISTRICT, 435 Crossfield Road, King of Prussia, PA, its successors or assigns, hereinafter referred to as the Employer or the Board, and TEAMSTERS LOCAL UNION NO. 384, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union. The word "Board" as used in this Agreement, refers to the School Board, the Superintendent of Schools, Director of Operations, and Business Administrator.

ARTICLE 1

NATURE OF AGREEMENT

This Agreement constitutes the full and complete agreement between the parties with respect to all items contained therein and may not be amended changed, or added to during the life of this Agreement, except by mutual agreement of the parties in writing.

ARTICLE 2

RECOGNITION

- 2.1 The Board recognizes the Union as the sole and exclusive bargaining agent for the employees in the appropriate bargaining unit certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-12, 608-E, as amended by PERA-R-03-131-E and agree that it will not interfere with its employees in the exercise of their right to become members of the Union. Notwithstanding this Amendment (PERA-R-03-131-E) to the Certification this Agreement does not cover high school and middle school cafeteria managers, elementary cafeteria managers, high school and middle school assistant managers, and general cafeteria workers.
- 2.2 The Employer and the Union agree not to discriminate against any individual with respect to hiring compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (age 40 or over), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, sex, national origin or age (age 40 or over).
- 2.3 The Board and the Union agree that there will be no discrimination by the Board or the Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 3

UNION SECURITY

3.1 Maintenance of Membership

Any employee who is a member of the Union on the date of this Agreement or who becomes a member after that date, shall, as a condition of continued employment, maintain his/her membership in the Union for the duration of this Agreement, complying with all membership obligations imposed by the Constitution of the International Brotherhood of Teamsters. Chauffeurs, Warehousemen and Helpers of America and the By-Laws of Teamster Local No. 384, and the failure to comply with these obligations shall, as provided for by Section 705 of the PRA, constitute just cause for dismissal under this Agreement, provided, however, that such employee may resign from membership in the Union and revoke his/her duties authorization by so notifying the School District and the Union not sooner than the period of fifteen (15) days prior to the expiration of this Agreement.

Upon the failure of any employee to pay or tender within even (7) days of date due fees, dues, assessments, and/or charges required by virtue of Union membership, the Board shall discharge said employee when so informed by the Union, provided that such employee be given five (5) days' notice of the impending discharge and opportunity to pay to the Union all monies due. Provided further that when the failure to tender or pay fees, dues, assessments and/or charges has resulted from the Board's failure to deduct appropriate amounts as previously directed by the employee, the employee shall not be discharged and the Board shall deduct the monies owed from the employee's pay and remit said monies to the Secretary/Treasurer of the Union. The Union agrees to indemnify and hold the School Board harmless for any liability to its employees arising out of the enforcement of this provision.

3.2 Dues Deduction

The Board agrees to deduct from the salary of its employees who authorize such deductions on the form provided by the Union the established dues, fees, assessments or charges of Teamster Local Union No. 384 from the first two (2) pays of each month (1/2 each pay) and to transmit any monies so deducted forthwith to the Secretary/Treasurer of Teamsters Local Union No. 384. Any such dues check-off authorization submitted by an employee shall be irrevocable except during the resignation period set forth in subparagraph 3.1 above. The Union agrees to indemnify and hold the School Board harmless for any liability to the employees or the District arising out of the enforcement of this provision.

3.3 Membership Information

The District, on or before September 1st of each year, will provide the Union with a list of the names and addresses of all bargaining unit members. The District will also provide the Union with the name and address of any employee hired after September 1st, such notice to be provided within thirty (30) days after the date of hire.

ARTICLE 4

BARGAINING UNIT WORK

- 4.1 Supervisors or non-unit personnel, other than set forth in Article 26 herein, shall not perform work usually performed by “employees” covered by this Agreement except for the purposes of instruction or training of the employees in the job skills required in the performance of bargaining unit job functions, or to cover emergencies or absences.
- 4.2 The term “employees,” as used in this provision, includes the bargaining unit, i.e., all the persons performing work on a full-time or regular part-time basis as custodians, electricians, carpenters, general maintenance mechanics/painters, plumbers, turf mechanics, heating, ventilation, air conditioning and refrigeration personnel (HVACR), and any similar classifications that may be created during the life of this Agreement. Substitute workers are not considered employees under this definition and are not part of the Bargaining Unit. “Seasonal workers, student workers, and volunteers” are not considered employees. Nothing in this language shall expand the right of the Board to subcontract work to seasonal workers, student workers, and volunteers beyond the past practice of the parties.
- 4.3 The term “permanent part time employee” is defined as an employee who is hired to work less than 6 hours per day. Any permanent part time position must work on a Monday through Friday schedule. Head Custodians is a protected full time position. A permanent part time employee shall not be eligible for any benefits under this contract, including medical, dental, life insurance, and any sort of long term benefits provided to full time employees.

No more than four (4) full time positions shall be converted to permanent part time positions in a given year. A full time position shall be filled with a permanent part time employee only through natural attrition (retirement, resignation, termination, death, etc.) or promotion.

ARTICLE 5

VACANCIES

- 5.1 A vacancy for employee having classifications of AA AA-I, A, B, C, C-1, D, and E shall be defined as an employment classification or a position covered by this Agreement that is not presently being filled by virtue of an employee’s retirement, resignation, termination or promotion through bid to a higher-rated bargaining unit classification other than reduction in force. Additionally, a vacancy shall also include newly created employee classification which involve the performance or work similar to that performed by individuals holding classification positions of AA AA-I, A, B, C, C-1 D, and E. All such vacancies shall be filled by bargaining unit employees as prescribed in this Article and only if there are no applicant or an insufficient number of applicants from the bargaining unit possessing the ability to perform the job or jobs will the Employer be free to hire new employees to fill said vacancies.

- 5.2 Notice of an existing or a prospective vacancy shall be posted forthwith on the bulletin board in each school building, the Administration Building and other locations deemed necessary by the employer. Said notices will also be sent to the designated Shop Steward and Business Manager of the Union.
- 5.3 The contents of such notice shall include an approximate job description for said vacancy and newly created employment classification. Said notice shall be posted on the bulletin board and remain so posted for a period of seven (7) working days.
- 5.4 In order to be considered as an applicant for a vacant position, any employee classified as AA, AA-1, A, B, C, C-1, D, and E covered by this Agreement must apply in writing to the Director of Operations during the seven (7) working day posting period required by this Article. The filling of a vacant position shall be accomplished by the School Board on the basis of ability to perform the job and seniority. If two employees are deemed by the School Board to have similar abilities, the filling of said position shall be accomplished on a strict seniority basis. The Employer, within ten (10) working days subsequent to the close of the posting/bidding period, shall notify the Union of its intention to fill the position with a bargaining unit member and/or an outside employee. In the event the Employer chooses a person other than a bargaining unit member to fill the position, the Employer shall give the Union written notice of said decision as well as the reason in support thereof. The Union, if it disagrees with said decision, shall have the right to submit the dispute to the grievance procedure. In no event shall a position posted pursuant to this Article remain unfilled for more than forty-five (45) days subsequent to the closing of the notification period.
- 5.5 Any present employee so appointed to a vacant position shall be given sixty (60) consecutive work days as a full-time or part-time employee, unless the Union agrees to extend the probationary period not to exceed one hundred twenty (120) days, such extension not to be unreasonably withheld by the Union, during which time he/she will be objectively evaluated by the Employer, such evaluation evidenced in writing. In the event that the employee does not meet the standards of performance set forth by the Employer or the person wishes to return to his/her former position, he/she shall have the right to said former position. In removing an employee from such a position during the trial period, the Employer agrees that such removal will be for cause. In the event that the Union considers the removal of an employee to be arbitrary or capricious, it shall have the right to submit the issue of whether the Employer's action was arbitrary or capricious to the grievance procedure.

ARTICLE 6

PROBATION

An employee shall be a probationary employee until he/she has worked for the School District at least sixty (60) consecutive working days as a full-time or part-time employee, unless the Union agrees to extend the probationary period not to exceed one hundred twenty (120) days, such extension not to be unreasonably withheld by the Union. The words "full-time or part-time employee" do not include long-term substitutes. After completing a probationary period of sixty

(60) consecutive working days, an employee shall gain seniority status and his/her seniority date on the seniority list shall revert to the first day of the probationary period. The Board shall not be permitted to deprive a qualified employee of the right to gain seniority status by any subterfuge or by any refusal to hire such qualified employee when work is available. The probationary period shall not be used to avoid hiring additional regular employees. An employee who is fulfilling his probationary period shall work under the terms of this Agreement and shall be entitled to all the benefits herein contained with the exception that both parties recognize that his/her employment is on a trial basis, and he/she may be terminated by the employer for any reason without recourse.

An employee accepting a management position in the School District will be a probationary employee until he/she has worked in the management position for at least ninety (90) consecutive working days. During this period, both the Board and the promoted employee have the right to terminate the new position without recourse and the employee can return to his prior position without loss of seniority.

ARTICLE 7

SENIORITY

7.1 Seniority is defined as the length of an employee's continuous service with the School District. Continuous service shall be computed on a basis of elapsed time from the date the employee was first on the payroll as a full-time or regular part-time employee and during which time the employee's continuous service was not broken for any reason as listed in subparagraph 7.2. For Bargaining Unit Employees hired on the same date, specific seniority will be determined by the last four digits of the Bargaining Unit Employee's social security number (the lower the last four digit of the social security number, the greater the seniority the Bargaining Unit Employee will have).

In the event a School District Employee in a position not covered by the Agreement transfer to one that is covered, his/her seniority for work opportunity and layoff purposes shall begin as of the date of transfer. Said employee shall retain his/her original date of hire with the School District as the basis for computing fringe benefits.

7.2 An employee shall lose all seniority rights for the following reasons:

1. If he or she quits.
2. If he or she is discharged.
3. If he or she fails to comply with the leave of absence provisions of this Agreement.
4. If he or she fails to respond to notices of recall from Layoff as required of this Agreement.
5. If he or she has been laid off for more than three (3) years.

7.3 In decreasing the work force because of lack of work, employees with the least seniority shall be laid off first. The shop steward shall have super seniority for this purpose.

Employees shall be recalled from layoff in the reverse order of the layoff. An employee laid off shall be given two (2) weeks' notice of recall mailed to his/her last known address by registered or certified mail with verification of or regular mail with a postal service certificate of mailing.

The employee must notify his/her immediate supervisor within three (3) days (excluding Saturday, Sunday or holiday) after receipt thereof, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

- 7.4 Within thirty (30) days after signing this Agreement and at least semi-annually thereafter, the Board shall post in a conspicuous place, and shall mail to the Union, a list of the full-time and regular part-time employees covered by this Agreement arranged according to their seniority. Protests to any employee's seniority date of position on such list must be made in writing to the Board within thirty (30) calendar days after such seniority date or position first appears, and if no protests are timely made, the dates and positions as posted shall be deemed correct. Any such protest which is timely made may be submitted to the Grievance Procedure.
- 7.5 Any employee on the seniority list who is absent because of illness or injury shall continue to accrue seniority during such absence.
- 7.6 Seniority for the purpose of work opportunity and layoff shall be bargaining unit seniority. Bargaining unit seniority shall be computed on the basis of a person's continuous service from the date of hire in a bargaining unit position and until such time this continuous service is broken for any of the reasons set forth in Section 7.2 above, or if the employee transfer to a non-bargaining unit position for a period in excess of ninety (90) days.
- 7.7 When changing the shift schedule of an employee classified as AA, AA-1, A, B, C, C-1, D, and E from either the first shift to the second shift or from the second shift to the third shift, the Director of Operations shall consider both the qualifications and the work assignment of all individuals who could be subject to the transfer, and assuming the Director of Operations concludes that the qualifications are the same and the work assignments do not dictate that particular individual be transferred, the Director of Operations will then transfer based on seniority.

ARTICLE 8

BULLETIN BOARDS

The Employer will arrange for space on bulletin boards for the exclusive use of the Union in each place of work. Posting on such boards is to be confined to official Union business.

ARTICLE 9

NO STRIKE OR LOCKOUT

The Union agrees that for the duration of this Agreement members of the bargaining unit will not engage in a strike as that term is defined in Article X of the Public Employee Relations Act and Act 88 of 1992. The Employer agrees that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

ARTICLE 10

STEWARDS

10.1 The Employer recognizes the right of the Union to designate a Chief Steward and an Assistant Steward from the Employer's seniority list. The Assistant Steward's ability to conduct union activities during work hours shall be limited to those periods that the Chief Steward is on leave. The authority of the Chief Steward and Assistant so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievance with the Board or designated Board Representative in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate Union action in a manner which does not violate state or federal law.
3. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information
 - (a) have been reduced to writing or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to perform normal duties, or any other interference with the employer's business.
4. The representation of member of the bargaining unit in meeting with their immediate superior in the event that said meeting might involve the imposition of discipline by the Employer against said bargaining unit employee or if an employee requests such representation.

10.2 Stewards have no authority to take strike action, or any other action interrupting the Board's business, except as authorized by official action of the Union.

The employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage, in violation to this Agreement.

- 10.3 Stewards shall be permitted reasonable time to investigate, present and process grievances on the District's property without loss of time or pay during his/her regular working hours, provided that their duties do not interfere with work requirements, and where mutually agreed to by the Union and the Board, off the property or other than during his/her regular schedule, without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward, but the District shall not be required to pay daily or weekly overtime to the Steward or employee for any union related business.
- 10.4 In order to assure the members of the bargaining unit of their right to union representation as provided by law, the Chief Steward shall be granted super seniority for purposes of determining the order of layoff and recall. In no event shall a grievance be submitted to Step 1 of the grievance procedure by anyone other than the Chief Steward or in his/her absence the designated Assistant Shop Steward or a representative of the Local Union.

ARTICLE 11

UNION BUSINESS

Authorized agents of the Union shall have access, including parking facilities, to visit the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this Agreement. In reporting to a school building or other school district facility, the officials of this Union will observe the reporting and security requirements imposed by the School District.

ARTICLE 12

MILITARY CLAUSE

- 12.1 Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Universal Military Training and Service Act, and amendment thereto, shall be granted all rights and privileges including reinstatement provided by the Act.
- 12.2 All time in military service of the United State and up to the date of reinstatement shall be considered continuous service with the Board for the purpose of establishing seniority rating at time of reinstatement.
- 12.3 Employees will be granted a paid leave of absence not to exceed two (2) weeks in order to participate in annual active duty training session of the United States Armed Forces, Reserves or the National Guard. The Employer will continue the Hospital, Surgical and Life Insurance Plan for the employee on leave for annual active military training.

ARTICLE 13

PERSONNEL FILES

- 13.1 Official employee files shall be maintained in accordance with the following procedures:

Except for material pertaining directly to his/her work performance or such other matter that may be cause for suspension or dismissal under the Public School Code and/or under this Agreement, no material derogatory to an employee's conduct, service, character or personality shall be placed in the official personnel files of such employee. Material relating to work performance, suspension or dismissal may be reduced to writing and maintained only if it is signed by a person competent to know the facts or make the judgment and only if the employee has been given an opportunity to read the material promptly following its receipt or formulation. Any anonymous material placed in an employee's file prior to the execution of this Agreement shall, at such employee's request, be removed therefrom, and in any event, shall be given no weight or consideration for any purpose whatsoever.

- 13.2 The employee shall be given the right to inspect his/her file and thirty (30) days therefrom to answer any materials now in his/her file as well as any material filed hereinafter and his/her answer shall be attached to the file copy.
- 13.3 Upon request by the employee and his/her identification the employee shall be permitted to examine his/her file. The employee shall indicate in a writing to be placed in his/her file that he/she has examined same.
- 13.4 Only those personnel who have an official right and reason for doing so may inspect an employee's file. When an employee's file is inspected by such a person he/she shall indicate that he/she had examined the same by a note given to the Manager of Human Resources who shall be responsible for placing it in the file.

ARTICLE 14

VIDEO CAMERAS

- 14.1 The District agrees not to install any video cameras in any of the buildings of the School District specifically to observe a Bargaining Unit Employee in the Bargaining Unit Employee's job functions.
- 14.2 The District has the right to install and operate video cameras and other security devices to detect, deter, monitor, and record any illegal, suspicious dangerous or improper activities in any building in any lawful location generally accepted to be a security risk. Hidden cameras or security devices for detecting, deterring, monitoring, or recording Bargaining Unit Employee actions will not be used by the District.
- 14.3 Nothing in this language shall prevent the District from using the information gathered as evidence against an employee in any disciplinary matter information obtained through the use of video cameras or other security devices installed in accordance with this Article in the Collective Bargaining Agreement.

ARTICLE 15

USE OF PERSONAL VEHICLE

The Employer agrees that employees will not be required to use their personal automobile for the Employer's business; however, employees who agree to use their personal automobile shall be reimbursed at the prevailing IRS rate.

ARTICLE 16

GRIEVANCE PROCEDURE

A grievance shall be defined as a complaint alleging a violation, misinterpretation, misapplication, inequitable or otherwise improper application of any provision of this Agreement.

- 16.1 The grievance to be considered under this Agreement must be initiated by the grievant and/or the Chief Steward in writing within ten (10) scheduled workdays from the time of its alleged occurrence.

When submitting a grievance, the following shall be provided by the aggrieved:

1. a grievance form signed by the grievant;
2. the date of the alleged violation;
3. a summary of the specific facts that gave rise to the alleged violation;
4. listing of the provisions of the Agreement that are alleged to have been violated; however, failure to list all applicable provisions and/or the assertion of an inapplicable provision shall not be prejudicial to the parties filing the grievance;
5. the relief requested.

In the event that an employee believes that there is a basis for grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/her union representative who shall have been given notice and opportunity to attend said hearing. The purpose of such a meeting shall be to informally adjust the grievance; however, the adjustment must be consistent with the terms of the Agreement.

- 16.2 The grievance shall be processed in the following manner:

Step 1. If the Union is not satisfied with the results of the informal discussion, the Union, within ten (10) scheduled workday from the time of the alleged occurrence, shall file a written grievance with the Director of Operation for employee having classifications of AA, AA-1, A, B, C, C-1, D, and E and the Union. The Director of Operations, in consultation with the Superintendent(s), shall review the grievance and shall respond

within ten (10) working days from the receipt of the grievance with a written decision in the matter.

Step 2. If the Union is not satisfied with the decision by the Director of Operations, the Union shall, within ten (10) scheduled workdays from receipt of the Step 1 decision, submit the grievance in writing to the President of the Board of School Directors and the Superintendent. The President of the Board of School Directors will, within thirty (30) scheduled working days, hold a hearing before a committee of the Board appointed by him/her. The committee shall, within ten (10) scheduled workdays of the hearing date, respond with a written decision to the grievant. Presentation of the grievance by the Union at this hearing will be conducted by the Business Agent of the Union.

Step 3. Binding arbitration. If the Union is not satisfied with the decision of the Board Committee in Step 2, the Union may submit the grievance to arbitration within ten (10) scheduled workdays from the date of decision at the Step 2. If the parties cannot agree as to the arbitrator, he/she shall be selected from a list of arbitrators provided by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Union shall not be permitted to assert in such arbitration proceedings any grounds which rely on any evidence not previously disclosed to the other party in the grievance procedure. However, this will not preclude the parties from resorting to the rules of the American Arbitration Association relating to the issuance of subpoenas to secure relevant evidence which was requested but was not disclosed during the pre-arbitration phase of the grievance procedure. The Arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her, but shall not have the authority to amend or modify this Agreement.

As prescribed by Section 903 of the Pennsylvania Public Employee Relations Act, both parties agree to be bound by the award of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by the parties. The expense of witnesses, including wages, shall be borne by the party requiring the testimony of such witness, except where the grievant's claim is sustained by the Arbitrator.

- 16.3 The failure of the Union to proceed to any subsequent step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board in any step to communicate its decision to the employees within the specified time limits shall be deemed a denial of the grievance and permit the Union to proceed to any subsequent step. All time limits may be extended by mutual agreements in writing.

ARTICLE 17

DISCHARGE AND DISCIPLINE

- 17.1 The Board shall have the right to discipline or discharge any employee for just cause or for violation of this Agreement. The Board shall have the right to immediately suspend or discharge any employee for the following:
1. Insubordination.
 2. Participating in an unauthorized strike or walkout.
 3. Drinking during working hours, including lunch time, or being under the influence of liquor or illegal drugs during work time, including lunch time.
 4. Immoral conduct.
 5. Proven theft or dishonesty.
 6. Unprovoked assault on an employee, Employer's representative, or visitor that may occur on or off premises during working hour or on the employer's premises after working hours.
 7. Leaving the scene of an accident under any circumstances.
 8. Conviction of a felony.
 9. Violation of any policy or work rule of the Board or District.
 10. Any violation of state or federal law impacting the employee's ability to remain employed within the School District.
 11. Any assault or inappropriate touching of a student within the School District.
 12. Reckless driving.
 13. Any violation of the Child Protective Services Act.
 14. Non-performance of duties of the position.
 15. Any act that may be deemed to seriously impact the health, safety or welfare of either the students, employees or parents of students within the School District.
 16. When an employee, in any job classification requiring driving, loses his or her operating privilege or whose license has been suspended or revoked, leave shall be granted for such time as the employee's operating privilege or license had been suspended or revoked, but not for a period longer than 1 calendar year, provided the employee whose operating privilege or license has been suspended or revoked

notifies the employee immediate supervisor before the employee's next report to work of such suspension or revocation.

- 17.2 Except for situations involving items 3, 5, or 7, an employee may not be discharged until the Board has given the business agent of the Union the opportunity to discuss the matter prior to the disciplinary action, which may include discharge action being taken.
- 17.3 The Board shall give at least one written notice before suspending or discharging any employee for any infraction other than those listed above. Warning notices and letters of suspension shall remain in effect for a period of two (2) years from the date of the warning notice or letter of suspension.
- 17.4 Warning notices or letters of suspension or discharge must be issued within ten (10) working days after the Board has become aware of the occurrence giving rise to the Board's anticipated disciplinary action. The Board shall send copies of all warning notices and disciplinary letters to the employees involved and the Union.
- 17.5 Any discharged or suspended employee may request an investigation of his/her discharge or suspension by the Union Representative and the Director of Operations, if agreement cannot be reached, the case shall be reviewed by the School Board for final decision. Should the investigation determine that an injustice has been done the employee, the employee shall be reinstated with full back pay. The appeal or investigation of a discharge, suspension, or warning notice must be initiated by the employee within ten (10) working days after he/she becomes aware of the anticipated disciplinary action by filing written notice with the Chief Steward and the Director of Operations.

A decision on the findings of the appeal shall be given to the employee by the Board within twenty (20) working days of the suspension, discharge or warning notice.

ARTICLE 18

PENSION

All employees covered by this Agreement, if permitted by law, will be covered under the Pennsylvania Public School Employee's Retirement System in its entirety.

ARTICLE 19

MISCELLANEOUS CONDITIONS OF EMPLOYMENT

19.1 Locker Facilities

It is agreed by the Employer that locker facilities will be made available to the maintenance and grounds employees and High School and Middle School custodian employees covered by this Agreement. In consideration for the provision of said facilities to the employees, the Union agrees that members of the bargaining unit shall be responsible for maintenance of the cleanliness and sanitation of locker facilities and failure to do so may be the basis for the cessation of aid privilege under this Agreement.

19.2 Tool

The Board may require that employee furnish tools which it considers normal tradesman hand tools. The Board will provide specialized equipment and tools as it requires. In either case, the employee is to take every precaution in use and safekeeping of all tools and equipment. Board-owned tools and equipment may only be used during the course of normal employee assignments.

Employees are to submit a complete list of all tools owned by them to their supervisor no later than five (5) working days after the ratification date of this Agreement or their employment date, whichever date is first. Thereafter, employee shall be responsible for keeping the list up to date as of September 15 of each school year. Insurance coverage will not be extended if a list of tools has not been timely filed. Should an employee's tool(s) be stolen from a properly secured tool box, truck, or cabinet belonging to the Board, and should the employee report the loss in writing on his/her next regular work day, then the Board will replace all stolen tools properly listed as above up to a maximum of \$1000 per occurrence.

In the event the employee is instructed to use his/her own vehicle on the job, said vehicle shall be considered the same as a truck belonging to the Board for the purposes of this section.

19.3 Rates for Newly Created Jobs or Positions

Rates of pay for newly created jobs or positions covered under this Agreement shall be negotiated between the Employer and the Union prior to their inception.

19.4 Performance in a Higher Rated Job Classification

Any employee classified as AA, AA-I, A, B, C, C-1, D, and E assigned to cover a different job which is compensated at a higher rate of pay shall be initially paid at a rate of pay \$.25 per hour higher than his normal rate if said \$.25 hourly increment does not exceed the base rate for the higher classification. If the employee remains assigned to this higher rated classification for five (5) consecutive work days, said employee will be given the rate of pay for that classification for all times worked in that classification.

19.5 Apparel

The District will supply t-shirts and polo shirts annually during the term of this contract. Maintenance (including Turf Maintenance) will be provided with five (5) pair of pants annually. The District will provide over gear and gloves once during the term of this contract; Maintenance (including Turf Maintenance) will be supplied work boots once during the term of this contract. Custodial will be supplied over boots once during the term of this contract.

ARTICLE 20

WORKERS' COMPENSATION

If an employee is absent from work due to a job-related injury or illness and is determined by the Bureau of Workers' Compensation to be eligible for compensation under the Pennsylvania's Workers' Compensation Act, said employee has the option of electing to be compensated for the difference between Workers' Compensation benefits and his/her salary from his/her accrued sick leave and/or vacation leave. If the employee elects that the absence not be charged against his/her sick leave or vacation days there will be no deduction from said leave provision and no differential compensation will be made. However, if the employee seeks payment, the Employer will pay the difference between his/her wages and weekly benefit paid to him/her under the Pennsylvania Workers' Compensation Act and the Employer will deduct this proportionate share from said employee's accumulated sick leave and/or vacation leave. For workers compensation claims filed on or after July 1, 2023, a Bargaining Unit Member will remain active after the applicable Family Medical Leave Absence period for a duration not to exceed twenty (20) months. If the leave from Upper Merion Area School District is longer than twenty (20) months post-FMLA, the Employer reserves the right to hire a full-time replacement and/or terminate the Bargaining Unit Member. The Bargaining Unit Member will remain covered by workers' compensation benefits for the duration of the Workers' compensation claim. The Bargaining Unit Member has the right to reapply for work with UMASD when physically permitted.

If an employee suffers a loss of or damage to eye glasses or dentures due to a workers' compensation eligible injury, the Board will reimburse the employee for the full costs of such loss or damage.

ARTICLE 21

HOURS OF WORK

21.1 Work Day

Normal days work for classifications AA, AA-1, A, B, C C-1, D, and E shall consist of eight (8) consecutive hours, including one 15-minute break, exclusive of an unpaid half hour lunch period for full-time employees covered by this Agreement.

21.2 Work Week

The normal work week for classifications of AA, AA-1, A, B, C, C-1, D, and E shall consist of five (5) consecutive work days, Monday through Friday, except for those positions that are presently scheduled on a Tuesday through Saturday basis. Nothing herein shall prevent the Board from scheduling on a regular basis a work week of more than forty (40) hours. Each full-time employee covered by the provisions of this contract shall be scheduled to work at least eight (8) hours each day on Monday through Friday, or Tuesday through Saturday, and every employee who reports to work on the day scheduled shall be guaranteed eight (8) hours work. Any employee who is scheduled to work on a Saturday or a Sunday or holiday and reports for work shall be guaranteed four (4) hours work.

21.3 Shift

All employees having classification of AA, AA-I, A, B, C, C-1, D, and E shall be assigned to a shift by the Director of Operations. The approximate starting and ending time for shifts should adhere to the following schedule:

First Shift	7:00 AM. to 3:30 P.M.
Second Shift	3:00 P.M. to 11:30 P.M.
Third Shift	11:00 P.M. to 7:30 A.M.

It is understood that a number of employees have shift times that are different than the standard first, second, and third shifts described above. In the event that the District seeks to change the starting or ending time for any shift, the District shall have the right to change the starting or ending time of any shift, provided the Union consents to the change; however, the Union's consent shall not be unreasonably withheld. Employees shall not be in the buildings at times other than during their assigned shifts, except for employees working approved overtime or community residents conducting normal business, or as specifically approved by the Board.

(a) Shift Differential for Classifications AA, AA-1, A, B, C, C-1, D, and E

Effective July 1, 2008, all employee classifications AA, AA-1, A, B, C, C-1, D, and E will receive a shift differential of \$0.50 per hour in addition to the base hourly rate if they are assigned to the third shift by the Director of Operations.

21.4 Job-Related Injury

In the event an employee incurs an "on the job" injury and is unable to finish his or her day's work, the full-time employee shall receive eight (8) hours pay for that day (or a normal day's pay for part-time employees). An employee who has returned to his/her regular work duties after sustaining an on-the-job injury or job-related illness who is required by his/her physician to receive additional medical treatment during his/her regular work day shall receive his/her regular rate of pay for such time spent undergoing medical treatment.

21.5 Overtime

Time and one-half shall be paid for all hours worked in excess of eight (8) hours in one day and all hours worked in excess of forty (40) hours in one work week.

21.6 Employees who are scheduled to work on Saturday shall be paid time and one-half wages. However, Employees who are called in to work at 2:00 PM or later for any emergency or scheduled for inclement weather/ snow removal on Saturday at 2:00 PM or later will be paid Double time wages.

21.7 All work performed on Sunday shall be paid at the rate of double time. The Board reserves the right not to call in for Saturday or Sunday work any employee who may have missed work for illness or personal leave during the normal work week.

- 21.8 Full-time employees having classifications of AA, AA-I, A, B, C, C-1, D, and E instructed to report before their scheduled starting time will be compensated at time and one-half for all hours worked prior to their starting time. There shall be no pyramiding of overtime premiums.
- 21.9 For purposes of computing weekly overtime pay a paid holiday for a full-time employee shall be considered as eight (8) hours work.
- 21.10 All employees classified as AA AA-I, A, B, C C-1, D, and E may be required to work scheduled overtime and overtime required by inclement weather. All employees shall cooperate in working overtime, recognizing the need to perform overtime to ensure the safe and efficient operation of the District. Any employee who is offered the opportunity to work overtime and does not work the overtime shall be treated as though he/she had accepted the overtime for the purpose of the provisions of this subsection. Overtime will be offered to the employees on a rotating basis recognizing skills and building requirements. In the event the Board mistakenly passes over employees in distributing overtime, such employee shall be guaranteed to receive the same amount of overtime that he/she missed at the next available opportunity. In no event shall there be a concerted refusal to work overtime.
- 21.11 An employee classified as AA, AA-1, A, B, C, C-1, D, and E who is scheduled to work overtime on a given workday shall be guaranteed three (3) hour work.
- 21.12 Any employee classified as AA, AA-I, A, B, C, C-1 D, and E who does not wish to work overtime other than on a normal workday shall so notify the employer in writing of this decision prior to September 1 of each year and shall, thereafter, be excluded from consideration for any weekend overtime.
- 21.13 School Closing Due to Inclement Weather or Other Emergency.

Employees classified as AA, AA-1, A, B, C, C-1, D and E, are required to report for work during emergency periods (e.g. heavy snowfalls and rainfalls, natural disasters) when the District is closed to students. Employees will report at their normal starting times, except for second shift custodians who will work a 10:00 a.m. to 6:30 p.m. shift, unless notified by 9:00 a.m. that they are to work their normal second shift due to previously scheduled extra-curricular activities, or except where special reporting instructions are given by the immediate supervisor or Director of Operations. Such employees will be paid only for actual hours worked. If such an employee is unable to work on such days due to circumstances beyond his/her control that employee may apply for a personal leave day per Article 22, Section 3. In the event such employee is unable to work on a day that is due to a state-wide mandatory shut-down of businesses due to heavy snowfalls or natural disasters, the bargaining unit employee shall be paid without applying for a personal day up to a limit of three (3) days of pay.

21.14 Imminent Threat.

Should the School District instruct the professional staff to end their work day early or not report to the District for work at all, due to possible or imminent threat to its students, staff

or public, then the buildings and grounds personnel shall be included in the same safety precaution instructions. In order to receive compensation, Bargaining Unit Members may use a vacation day or personal day should they be instructed to end their work day early or not to report to work due to a possible or imminent threat.

ARTICLE 22

COMPENSABLE LEAVE

22.1 Personal Leave of Absence

Any employee desiring an unpaid leave of absence from employment for reasons other than illness or disability may be granted such leave after first receiving permission from both the School Board and the Union for said unpaid leave. Any time off during said unpaid leave of absence shall be included in the total length of service for determining the number of weeks' vacation which employee shall receive under the Collective Bargaining Agreement, but said time off shall not be counted as days worked for computation of vacation or holiday benefits in that year. Time off during such unpaid leave of absence shall not have any effect on the employee's seniority rights. Notice for request of unpaid leave shall be as much notice as possible subject to a minimum of fourteen (14) days in advance of commencement of leave. Exceptions for notice can be made by the Superintendent or designee, and cannot be unreasonably denied.

The maximum period of unpaid leave of absence for reasons other than illness or disability shall be ninety (90) days, and may be extended for like periods, provided written permission for such extension is first received from both the Union and the School Board. Notice for request of unpaid leave shall be as much notice as possible subject to a minimum of thirty (30) days in advance of commencement of leave. Exceptions for notice can be made by the Superintendent or designee, and cannot be unreasonably denied. Employment is prohibited during such leave of absence, and the Board and Union hereby agree that the undertaking of employment during such leave of absence may be treated by the Board as an offer of resignation.

Employees desiring a leave of absence due to illness or disability as certified by a competent medical professional may request a leave of absence for a period of up to one (1) year after first obtaining the written permission of both the School Board and the Union for such unpaid leave. A leave of absence for illness or disability may be extended for one (1) additional one (1) year period.

In the event the employee is collecting worker's compensation or has filed a worker's compensation claim or the Board of School Directors authorizes a leave of absence for illness or disability purposes, the Board will pay the first ninety (90) days' premiums for continuation of the employee's benefit package, as provided for under this Agreement, after which time the employee must make his or her own arrangements for payment of the premiums as set forth in the immediately preceding paragraph.

22.2 Union Leave

The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to no more than two (2) employees designated by the Union to attend Union related conferences or to act as an elected Union officer, business agent or full-time organizer; provided, however, that written notice of same is given to the School Board by the Union and aid notice specifies the duration of said leave.

The Union agrees that in making, its request for time off due consideration shall be given to the number of men or women affected in order that there will be no disruption of the Employer's operation due to the lack of available employees.

22.3 Personal Leave

Each full-time employee classified as AA, AA-1 A, B, C, C-1, D, and E will be allowed, with full pay up to three (3) day per year for personal leave, without any reason therefor. All unused personal leave will be cumulative a sick leave. Written application for personal leave will be submitted to the Superintendent's Office for approval.

Part-time employees' personal leave days will consist of three (3) days per year equivalent to the number of hours in their normal work day.

Whenever possible, application for approval of such leaves for employees classified as AA, AA-1, A, B, C, C-1, D, and E on the proper system shall be submitted to the appropriate supervisor forty-eight (48) hours in advance, except in the case of an emergency. When personal leave day involved is that day preceding or following a holiday, prior approval of the Superintendent's Office is necessary.

22.4 Sick Leave

A. After completing their probationary period, all full-time employees having classifications of AA, AA-1, A, B, C, C-1, D, and E hired on or before June 30, 1992 and covered by this Agreement were and continue to be eligible for twelve (12) days of sick leave per year, which sick leave is earned at the rate of one (1) day per month of active employment. After completing their probationary period, all employees covered by this Agreement hired on or after July 1, 1992 shall be eligible for ten (10) days sick leave per year which sick leave is earned at the rate of 10/12th day per month of active employment. Any employee with a minimum of three (3) years of service as a member of the Bargaining Unit who exhausts his or her sick leave may borrow those number of sick days that the individual expects to earn during the balance of the contract year within which the accumulated sick leave is exhausted, with the understanding that if the employee does not complete working the entire contract year, the compensation for that sick leave borrowed, in excess of that earned, will be deducted from the last pay due the employee, and in the event the last pay is insufficient to reimburse the School District for the sick leave borrowed in excess of that earned the Union will assist the School District in collecting the amount due from the employee. Unused sick leave may be accumulated on an unlimited basis. Employees may request a leave of absence

under the terms of this Agreement after their sick leave is exhausted. Employees shall be made aware of the status of unused sick leave twice per year.

An employee having classifications of AA AA-1 A, B, C, C-1, D, and E can be asked for a doctor's note if the employee is out sick for three (3) or more consecutive work days.

- B. Part-time employees' sick leave days will consist of the number of hours equivalent to their normal work day. In the event an employee returns to work after an on-the-job or off-the-job injury or illness, said employee shall return to his/her former classification and job. Sick days not used in a school year may be accumulated on an unlimited basis.
- C. Should an employee be forced to terminate employment because of
 - 1. illness (as certified by a physician); or
 - 2. total disability.

The employee shall be entitled to receive pay for the full sick leave that he/she has accumulated.

- D. All Bargaining Unit Employees may use a maximum of four (4) days of their accumulated sick leave per year for Family illness. Family illness shall mean the illness of an immediate family member, as defined in Article 22, Section 22.6, Funeral Leave, that requires the employee's intervention.
- E. All requests for sick leave must be submitted at least 1.5 hours prior to the start of the shift for which the leave has been requested.

22.5 Payment for Unused Sick Days Upon Retirement

Employees in their last year of public school service, having qualified for retirement, under the Pennsylvania Public School Retirement Act and having submitted resignation in writing, shall receive a lump sum payment upon retirement.

The payment shall be an amount of money equal to the per diem rate of pay for the last year of service times 50% of up to sixty (60) days of unused accumulated sick leave. This amount of money will not be considered salary for retirement purposes.

The Board shall make the payment as a non-elective employer contribution into each retiring Employee's account under the Plan in accordance with Internal Revenue Code Section 403(b)(3).

Prior to the District's contributions being made, an account shall be established by the eligible Employee consistent with the District's Plan, designating one or more vendors from the list of vendors available to Employees under said Plan. All District contributions

will be considered non-elective contributions and will be subject to the limits established by law for such accounts.

Further, if the District's non-elective contribution exceeds the limits established for the relevant Plan Year in which the Employee retires, the District shall contribute as an employer non-elective contribution to one or more accounts described in the Plan and designated by the Employee an amount up to and equal to the established limits for such contributions in subsequent years for a period of the lesser of: (a) five (5) years following the date of termination; or (b) until the benefit amount is exhausted.

Additionally, it is further agreed that in the event an employee who has qualified for retirement under the Pennsylvania Public School Retirement Act and dies, then the estate of said employee shall receive the same unused accumulated sick leave benefit set forth in the immediately preceding paragraph of this section.

22.6 Funeral Leave

In case of death of an employee's father, mother, sister, brother, son, daughter, husband, wife; parent-in-law, daughter-in-law, son-in-law, grandparent, grandchildren, or any persons with whom the employee has made his/her home, said employee shall be allowed not more than five (5) days off with pay for the express purpose of attending services for the deceased. Satisfactory proof of death and evidence of attending a funeral service are required for payment. An employee shall be paid for such days off if any of such five (5) days occur during the employee's regularly scheduled work week and he/she would have had work opportunity during such days. If the five (5) days or any of them occur while the employee is otherwise compensated such as for a paid holiday, a paid vacation or while unable to work because of illness or injury, the employee shall not be paid for such day or days. Under no circumstance, shall the provision of this section result in an increase in an employee's normal earnings. Funeral pay will be based upon the employee's pay for a regular scheduled work day.

Whenever an employee classified as AA, AA-1 A B, C C-1, D, and E is absent because of the death of a near relative, the employee shall receive one day off with pay for the express purpose of attending the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. A death certificate or other satisfactory proof of death must be submitted to an employee's immediate supervisor upon request. The employee must be on the seniority list to be eligible for the above-described leave.

22.7 Leave for Court or to Attend PLRB Appearances - Jury Duty

- A. One member of the Bargaining Unit will be released from his/her regular assignments without loss of pay for attendance at court or PLRB hearings when the action is initiated by the Employer. These appearances shall not be charged against any other leave time the employee may be due from any other provision of this Agreement.

- B. Recognizing that jury duty is a civic responsibility of every United States citizen, the School District will allow an employee to receive his/her full salary less any reimbursement received for jury duty service. Employees on jury duty who are dismissed for one-half (1/2) day or more shall return to work. Employees working on the afternoon/evening shift will receive the same benefit.

22.8 Vacation for All Bargaining Unit Employees Classified as AA, AA-I, A, B, C, C-1, D, and E Initiated On or After July 1, 2005.

- A. Effective for all vacation leaves initiated by full-time employees classified as AA, AA-1, A, B, C, C-1, D, and E on or after July 1, 2005, vacation pay shall be computed at the rate of eight (8) times the normal hourly rate for full-time employees and a normal day's pay for part-time employees. During the period of time governed by this Agreement, the following vacation benefits will be in effect for full-time and regular part-time employee classified as AA, AA-1, A, B, C, C-1, D, and E :
1. An employment year for vacation purposes shall begin on July 1 and end on June 30, with the exception that each employee shall be credited with a full employment year for the period between the employee's first day of probation and June 30 following employee's first day of probation.
 2. New employees shall receive eleven-twelfths (11/12) of a day per month of active employment until June 30 following their first day of probation. This period shall be the first year of employment for vacation purposes.
 3. During the second, third and fourth year of employment, the employee shall receive eleven-twelfths (11/12) vacation day per month of active employment or eleven (11) days per year.
 4. During the fifth, sixth and seventh years of employment the employee shall receive thirteen-twelfths (13/12) vacation days per month of active employment or thirteen (13) days per year.
 5. During the eighth and ninth years of employment, the employee shall receive fourteen-twelfths (14/12) vacation days per month of active employment or fourteen (14) days per year.
 6. During the tenth and eleventh years of employment, the employee shall receive sixteen-twelfths (16/12) vacation days per month of active employment or sixteen (16) days per year.
 7. During the twelfth year of employment, the employee shall receive seventeen-twelfths (17/12) vacation days per month of active employment or seventeen (17) days per year.

8. During the thirteenth year of employment, the employee shall receive eighteen-twelfths (18/12) vacation days per month of active employment or eighteen (18) days per year.
 9. During the fourteenth year of employment, the employee shall receive nineteen-twelfths (19/12) days per month of active employment or nineteen (19) days per year.
 10. During the fifteenth through nineteenth years of employment, the employee shall receive twenty-twelfths (20/12) vacation days per month of active employment or twenty (20) days per year.
 11. During the twentieth year of employment and each year thereafter, the employee shall receive twenty-one twelfths (21/12) vacation days per month of active employment or twenty-one (21) days per year.
- B. Part-time employees' vacation days will consist of the number of hours equivalent to their normal work day in accordance with their active employment year as listed above.
 - C. Vacation days may not be accumulated beyond August 31 of the second fiscal year immediately following the fiscal year in which the vacation days are credited.
 - D. It is the intent of the District to have maximum employee coverage during period when students are in session. However, the District can and will permit vacations to take place when students are in attendance so long as the District administration, within its sole discretion, determines that there will be sufficient coverage in the District for the services covered by this Agreement.
 - E. In the event a contracted holiday falls within an employee's vacation, he/she shall be entitled to an extra vacation day or an extra day's pay at the employee's option.
 - F. In the event an employee is hospitalized during vacation and there is available to him/her accumulated sick leave, the employee may, at his/her option, elect to go on sick leave, in which event any further leave will not be charged to vacation. Such request must be made in writing to the Employer.
 - G. All requests for vacation leave must be submitted with advance notice equal to the duration of the leave requested. For example, a request for two weeks of vacation must be made at least two weeks before the vacation is scheduled to start. Employees must keep in mind the importance of adequate coverage in his/her department or building while requesting leave.
 - H. For all employees hired prior to 7/1/2023, all vacations owed shall be paid upon termination or severance of employment. For all employees hired 7/1/2023 or thereafter, all vacations owed shall be paid upon termination or severance of employment up to a maximum of 21 days.

- I. Active employment for the purposes of this section includes regular employment, paid sick or personal leave, jury duty, paid vacation, paid holidays and the remainder of the month in which an employee last worked.
- J. Given that the appropriate notification has been provided to their supervisor through the approval system and that it does not leave the District shorthanded and create a hardship for the department, any employee with a minimum of three (3) years of service as a member of the Bargaining Unit who exhausts his or her vacation leave may borrow up to two (2) weeks' vacation that the individual expects to earn during the balance of the contract year within which the accumulated vacation leave is exhausted, with the understanding that if the employee does not complete working the entire contract year, the compensation for that vacation leave borrowed, in excess of that earned, will be deducted from the last pay due the employee, and in the event the last pay is insufficient to reimburse the School District for the vacation leave borrowed in excess of that earned, the Union will assist the School District in collecting the amount due from the employee.

22.9 Holiday Pay

All full-time employees classified as AA, AA-1, A, B, C, C-1, D, and E within the Bargaining Unit shall be granted twelve (12) paid holiday per annum. These holidays are defined as follows:

- 1. Independence Day
- 2. Labor Day
- 3. Thanksgiving Day
- 4. Friday following Thanksgiving Day
- 5. Day preceding Christmas Day
- 6. Christmas Day
- 7. New Year's Day
- 8. Martin Luther King Day
- 9. President's Day
- 10. Good Friday
- 11. Memorial Day
- 12. Floating Holiday to be determined by the District.

The employee shall receive the above-defined holidays on the day they actually occur or the day upon which the holiday is celebrated by the School District. After consultation with the Union the Employer reserves the right to alter the holiday schedule to coincide with the school holiday. Holiday pay shall be computed at the rate of eight (8) times the normal hourly rate for full-time employee and a normal day's pay for part-time employees classified as AA, AA-1, A, B, C, C-1, D, and E. If such an employee classified as AA, AA-1, A, B, C, C-1, D, and E works on any one of the holidays specified in this Agreement, such employee shall receive one and one-half (1-1/2) times the hourly rate for all hours worked with a minimum guarantee of four (4) hours plus the holiday premium.

To be eligible for holiday pay, an employee must work the last regularly scheduled working day before and the first regularly scheduled working day after the holiday. However, an employee may be absent on the day before and/or the day after the holiday if the employee has received prior permission from his/her immediate supervisor to be absent on those days. Additionally employees who do not report for their full shifts before and after the holiday due to illness may be required to furnish a doctor's note stating that the employee was unable to work. If an employee is laid off within fifteen (15) working days of a holiday the employee shall receive holiday pay if otherwise eligible. In addition, an employee can be absent without losing his/her holiday pay if the absence is caused by proven illness. The Board may require, in its discretion a doctor's certificate.

ARTICLE 23

BENEFITS

23.1 Health Benefit Plans

During the term of this Agreement, the District agrees to sponsor the following Health Benefit Plans or at least their equivalent to the employees eligible to be covered by these Health Benefit Plans:

- A. During each year of the agreement, the District shall offer the Personal Choice 215, the CI-FI-01 and the C2-FI-01 plan, or at least their equivalent.
- B. An open enrollment for the new Health Benefit Plans will occur in May of each year.

23.2 Allocation of Board and Full-Time Employee Classified as AA, AA-I, A, B, C, C-1, D, and E, Share of Costs For Health Benefit Plans

- A. Should a full-time Bargaining Unit Employee elect the Personal Choice 215 Plan during the term of this agreement, Bargaining Unit Employee would contribute 22% toward the monthly premiums of such plan for the 2023-2024, 2024-2025 and 2025-2026 school year.
- B. Should a full-time Bargaining Unit Employee elect the CI-FI-01 Plan during the term of this agreement, Bargaining Unit Employee would contribute 13% toward the monthly premiums of such plan for the 2023-2024, 2024-2025 and 2025-2026 school year.
- C. Should a full-time Bargaining Unit Employee elect the C2-FI-01 Plan during the term of this agreement, Bargaining Unit Employee would contribute 11% toward the monthly premiums of such plan for the 2023-2024, 2024-2025 and 2025-2026 school year.
- D. District shall offer Telemedicine with a \$0 copay associated with telemedicine appointments. Per member / per month fee and claims incurred will be considered in the rate/premium share calculation.

- E. District shall offer Ovia, Propeller and Livongo at no cost to Teamster members. Per member/ per month fee and claims incurred will be considered in the rate/premium share calculation.

23.3 Prescription Coverage

- A. In each contract year, the District will pay for the coverage for each full-time eligible employee and for each family member subscriber subject to a \$5 generic deductible/\$30 preferred brand name deductible/\$55 non-preferred brand name deductible. Maintenance drugs as defined by the carrier must be filled through the Capital Rx mail order maintenance program or Broad 90 Program (one copay for a 90 day supply).

The District may enroll in and utilize the following prescription drug utilization management programs: Rx Control, Rx Enhance, Rx Cares, Exclusive Specialty Pharmacy, Retrospective and Concurrent Drug Reviews, Concurrent Audit, Liberty Formulary, Drug Quantity Management, Opioid Management, Compound Drug Management, Cap-Rx Pharmacy Audit Program, Rx Contain, Rx Smart Save, Rx Helix, Rx Unite, and Step Therapy, except that the latter program shall not apply to any medication that would otherwise be subject to the Step Therapy program and for which a prescription to a Professional Employee commenced prior to July 1, 2020.

23.4 Self-Funded Programs and Excise Taxes on Health Benefit Programs

Effective January 1, 2021, and each January 1 thereafter, the District and the Union agree to jointly request that any health consortium in which the District is a member (the “Consortium” or “Consortium/Trust”) and/or any of the Consortium’s consultants provide the District and the Union with projected information as to whether or not any of the health benefit plans offered in this Agreement and/or the Consortium would be projected to incur or actually incur any excise tax, tax, or penalty, as the result of the implementation of any federal or state law or the imposition of any excise tax, tax or penalty on the Consortium’s health benefit plans or on the District’s health benefit plans.

In the event that it is determined and/or projected that as of any date within a current or upcoming school year that any of the health benefit plans offered by the District or the Consortium to the District will have or will actually incur an excise tax, taxes, or penalties upon either the Consortium or the District’s health benefit plans as the result of the health benefit plans exceeding any thresholds provided in federal or state law, the District and the Union will meet on a monthly basis starting from when the projected information is received (presumptively in January) to no later than August of that calendar year and attempt to bargain either increased premium shares to cover the expected costs imposed on the Consortium/Trust or imposed upon the District’s health benefit plan as the result of the imposition of excise taxes, taxes or penalties pursuant to any federal or state legislation, or, in the alternative, the parties will attempt to bargain alternative health benefit plan design changes that will be less costly than the health benefit plans that would cause an excise tax, tax, or penalty under any federal or state legislation to be imposed upon the District or the

Consortium/Trust. It is understood the goal of the monthly meetings is to make the least disruptive changes to the health benefit plan design necessary to avoid the imposition of the excise taxes, taxes or penalties pursuant to any federal or state legislation. In the event that entirely new health benefit plans are offered, the parties shall agree on a premium share for such health benefit plans as aforesaid. Alternatively, the District and the Union may agree to request quotes from alternative health care consortia on an expedited basis assuming that there is an ability to withdraw from the Consortium or Consortium/Trust in a timely enough fashion in order to avoid the imposition of any excise tax, tax, or penalty as the result of the implementation of any federal or state law.

In the event that the District and the Union will fail during this eight (8) month annual period to either agree to increase premium share to cover the cost of such expected excise tax, tax, or penalty or to agree upon health benefit plan design changes that are projected to be under any threshold limitations for any federal or state law imposing an excise tax, tax, or penalty provision during each year of the term of this Agreement or thereafter, then in that event, the parties shall mandatorily pursue binding arbitration with a binding arbitrator provided in a list by the Bureau of Mediation as soon as practicable and once agreed upon between the parties, the sole authority of the arbitrator shall be to determine those health benefit plan design changes or health benefit plans that Building and Grounds Personnel could elect during the current plan year or the next plan year in question that would be under the threshold limitations established by any federal or state law so that an excise tax, tax, or penalty will not be triggered. It is understood the Arbitrator's goal shall first be to recommend the least disruptive plan design changes necessary to ensure the health benefit plans do not trigger any excise tax, tax or penalty provision under federal or state law. Should it be necessary for the Arbitrator to recommend entirely different health benefit plans, it is understood that the binding arbitrator can only recommend plans that are not less rich than the highest plan offered by the exchange, to the extent that an exchange will exist that does not trigger the excise tax, tax, or penalty provisions under federal or state legislation. If there is no exchange in place, the binding arbitrator shall have exclusive authority, to the extent design changes to the existing plans will not avoid any excise taxes, taxes or penalty provisions under federal or state law, to recommend alternative health benefit plan that would be under any threshold for the imposition of an excise tax, tax, or penalty provided the plan design of those recommended plans are as close as economically possible to those plans being replaced, it being understood, however, the arbitrator shall have the authority to determine what constitutes recommended plans that "are as close as possible to those plans being replaced." The binding arbitration shall be done on an expedited basis with the binding arbitrator being required to issue his/her binding opinion within thirty (30) day after entering into the process. The binding arbitrator shall have authority to take whatever evidence is necessary in order to provide his/her recommendation. This process will be repeated on an annual basis so long as the threshold limitations of such health benefit plan offerings exceed any excise tax, tax, or penalty thresholds under federal or state legislation that may be imposed upon the Consortium or the District, as the case may be, with the understanding that any health benefit plans offered by the District cannot trigger the imposition of an excise tax.

23.5 Dental

During the term of this Agreement the Board agrees to sponsor a basic program for dental care and supplemental basic, prosthetics and periodontics coverage only for those employees classified as AA, AA-1, A, B, C, C-1, D, and E.

- A. There will be no premium contribution for full-time employees classified as AA, AA-1 A, B, C, C-1, D, and E who elect employee only coverage.
- B. Full-time employees classified as AA, AA-1, A, B, C, C-1, D, and E who elect dependent coverage will be obligated to pay a monthly premium contribution through mandatory payroll deductions in the amount of 25% of the difference in the premium of employee only coverage and family coverage.

23.6 Sponsorship of an Internal Revenue Code Section 125 Cafeteria Plan

- A. As a method to permit eligible employee to pay for their share of Health Benefit Plan premiums (and other eligible premiums) through pre-federal income tax instead of after-federal income tax contributions and to create an incentive for the effective utilization by eligible employees of the Health Benefit Plan options available to them by the Board or otherwise, the Board, shall sponsor an Internal Revenue Code, Section 125 Cafeteria Plan, which would be the sole method through which an eligible employee would have access to the benefits provided under Health Benefit Plans sponsored by the Board (and other eligible benefits if elected by the Board). This sponsorship is contingent upon the same being permitted pursuant to law.
- B. Under the Section 125 Cafeteria Plan, the eligible employee shall, prior to the period of time designated by the Board as the "Plan Year" as required by Federal tax law requirements, in addition to the option of selecting coverage under the Health Benefit Plan for the upcoming Plan Year, also have the option to elect not to be covered under any Board sponsored Health Benefit Plan for the Plan Year.
- C. Any full-time employee classified as AA, AA-1, A, B, C, C-1, D, and E who waives all coverage available to the Bargaining Unit Employee, the Bargaining Unit Employee's spouse and all dependent(s), or if the Bargaining Unit Employee does not have a spouse and dependent(s), then the Bargaining Unit Employee, for a Plan Year, shall be eligible to receive a one-time cash bonus in the amount of \$1,200.00 for the year in question in the event of a waiver of all Health Benefit Plans, prescription plan and dental benefits. The one-time bonus will be paid to the employee in June.

23.7 Life Insurance

The Board shall purchase and pay for each full-time employee classified as AA, AA-1, A, B, C, C-1, D, and E covered by this Agreement, a life insurance policy in an amount equal to the next highest thousand dollar amount closest to one and one-half (1-1/2) times the

employee's regular pay under this Agreement, with double indemnity provisions for accidental death.

The Board shall purchase and pay for a \$15,000 life insurance policy on each part-time a.m./p.m. employee classified as AA, AA-1, A, B, C, C-1, D, and E with double indemnity provisions for accidental death. Said premiums to be paid twelve (12) months a year.

New employees and present employees classified as AA, AA-1, A, B, C, C-1, D, and E not enrolled must make application for any of the coverages outlined in this Article through the Personnel Office or sign a statement that they do not wish to enroll at that time. Enrollment regulations established by the insurance carrier will apply.

The amount of the premium to be paid by the employee, if any, must be payroll deducted.

23.8 Carrier Substitution

The Board may substitute insurance carriers provided all coverage is identical to or superior to the insurance for which the substitute was made.

23.9 Long Term Disability Insurance

Board shall annually offer a long or short-term disability plan or plans through a provider elected by Board to Bargaining Unit Employees conditioned upon: (1) availability of such plans to be offered to Bargaining Unit Employee; and (2) availability of such plans. Bargaining Unit Employees will pay 100% of the premiums of the offered plan or plans elected. All such premiums shall be paid through mandatory payroll deductions and the requirements of the plan shall be based upon the requirements of the insurance provider.

ARTICLE 24

PAYROLL

24.1 Schedule

Employees shall be paid on Friday at bi-weekly intervals.

24.2 Direct Deposit

There shall be a mandatory direct deposit of the bi-weekly payroll for all Bargaining Unit Members.

24.3 Rate of Pay

Should the Board, during the life of this Agreement, hire any new employee in the position of Vehicle or Maintenance Mechanic, Assistant Mechanic, or Maintenance Mechanic/Groundsman, and should the beginning pay of said new employee exceed the pay then being paid to an employee, and should the present employee have the same skills and the same or greater total years of experience in that position category then in that event

the Board agrees to increase the pay of the present employee or employees to the rate of the new employee.

The rates of pay for the duration of this Agreement shall be as set forth in Addendum I.

ARTICLE 25

FUNDING CLAUSE

During the term of this Agreement, the Employer hereby agrees that it will appropriate in its annual budget(s) for each year of the contract sufficient monies to provide for each and every economic provision set forth in this Agreement. The Employer further agree that it will not under any circumstances, unilaterally abrogate any economic provisions set forth in this Agreement.

ARTICLE 26

SUBCONTRACTING

The School Board agrees that employees of outside contractors will not be utilized to perform any of the function normally and historically performed by members of the Bargaining Unit classified as AA, AA-1, A B, C, C-1, D, and E when such action would result in a loss of work or work opportunities for members of the Bargaining Unit other than:

1. work performed as a past practice by outside contractors;
2. emergencies consistent with past practice where the staff is unable to perform the required work; or
3. major projects in excess of \$5,000.00 that would not constitute maintenance work. Prior to such subcontracting, the Board, through it Administration, shall meet and discuss the proposed subcontracting with the members of the Bargaining Unit.

ARTICLE 27

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for

such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice.

ARTICLE 28

MANAGEMENT RIGHTS

It is understood and agreed that the Board shall have the right to manage and operate its business in such manner as it may direct, except to the extent restricted or prohibited by the express and specific terms of this Agreement or by applicable law.

ARTICLE 29

TERMINATION

Except as otherwise noted, this Agreement shall become effective as of July 1, 2023 (unless otherwise stated herein) and shall remain in full force and effect up to and including June 30, 2026.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this ____ day of _____, 2023.

UPPER MERION AREA SCHOOL
DISTRICT

Attest: _____
Caitlin Navarro, Board Secretary

BY: _____
Alice Budno Hope, Board President

TEAMSTERS LOCAL UNION NO. 384

BY: _____
Steve Sharkey, Business Agent

ADDENDUM I

EMPLOYEE CLASSIFICATIONS

- AA. Head Turf Maintenance Mechanic
- AA-I Head Electrical Maintenance Mechanic
- A. Lead Mechanical Maintenance Mechanic
Lead Carpenter
Lead General Maintenance
Mechanic/Painter

Glazer/Locksmith Maintenance Mechanic

General Building Maintenance Mechanic
- B. Domestic Plumber

Electrical Maintenance Mechanic

General Building Maintenance Mechanic

Heating, Ventilation, Air Conditioning and Refrigeration
Personnel (HVACR)
- C. Turf Maintenance Mechanic

1. The Turf Maintenance Mechanic may be flexibly used to perform building maintenance functions on an as-need basis. The District will not permanently replace a Maintenance Mechanic with a Turf Maintenance Mechanic.
- D. Head Custodian Warehouseman
- E. Custodian

Employee in the classifications of AA, AA-1, A, B, C-1, D, and E, may, at any time, be assigned any job that is necessary to facilitate the use of buildings, ground and/or equipment for the general welfare of the District.

CUSTODIAL, BUILDING, AND TURF MAINTENANCE

RATE SCHEDULES

2023-2024	3.0% increase
2024-2025	3.0% increase
2025-2026	3.0% increase

<u>Class</u>	<u>07/01/23</u> <u>Per hour</u>	<u>07/01/24</u> <u>Per hour</u>	<u>07/01/25</u> <u>Per hour</u>
Class AA & AA 1	\$43.89	\$45.20	\$46.56
Class A	\$41.31	\$42.55	\$43.83
Class B	\$39.97	\$41.17	\$42.41
Class C & C-1	\$39.97	\$41.17	\$42.41
Class D	\$34.49	\$35.53	\$36.59
Class E	\$32.03	\$32.99	\$33.98

Employees in classification AA, AA-1 A B, C, C-1, D, and E hired on or after April 7, 2014 through June 30, 2017 shall be paid at ninety percent (90%) of the minimum wage rate for the term of this contract.

New Hires

Employees in classifications AA-1, A & B hired on or after July 1, 2017 shall be paid at ninety percent (90%) of the minimum wage rate for the term of this contract.

Employees in classification AA, C, C-1, D, & E hired on or after July 1, 2017 shall be paid at eighty percent (80%) of the minimum wage rate for the term of this contract.

**MEMORANDUM OF MEET AND
DISCUSS ADOPTED BY THE BOARD OF SCHOOL
DIRECTORS OF THE UPPER MERION AREA SCHOOL
DISTRICT ON AUGUST 27, 1990, IN REGARD TO LEAVES
ASSOCIATED WITH THE BIRTH OR ADOPTION OF A CHILD**

A. DISABILITY LEAVE

Employees who become pregnant and incur a disability as a result thereof, are entitled to the same disability leave as authorized for employees who suffer from any other type of disability. The employee may begin a disability leave at such time as their personal physician certifies that they are unable to continue employment. Use of sick leave during this disability leave, shall be subject to the following:

1. The employee may use her accumulated sick leave during the period of time beginning when her personal physician certifies that she is unable to continue employment until the birth of the child, so long as the disability certified to by her personal physician continues.
2. The employee may use her accumulated sick leave during the five week period immediately following delivery of the child for those days that she is unable to perform her duties because she is restricted either to a hospital or home for personal medical reasons related to the birth of a child. Request for sick leave during this five week period immediately following delivery of the child must be accompanied by a certification from the employee's personal physician that the employee is unable to perform her duties because she was restricted to a hospital or home for personal medical reasons related to the birth of a child during the period for which sick leave is requested.
3. Request for sick leave after the five week period immediately following delivery of the child must also be accompanied by a certification from the employee's personal physician that the employee is unable to perform her duties because she is restricted to a hospital or home for personal medical reasons during the period for which sick leave is requested. This certification from the employee's personal physician must set forth in detail all of the medical reasons upon which the physician has based his or her medical opinion. The Superintendent, may, in his discretion, submit the physician's certification for sick leave after the five week period immediately following delivery of the child to a physician appointed by the Board of School Director for review, the same as he may under any other request for sick leave during a period of an employee's disability.

B. MATERNITY LEAVE

Following a disability leave under the provisions of Section A. above, an employee who has given birth to a child may elect to take a maternity leave. Such leave shall begin at the end the period of disability or earlier of the beginning of the school term or mid-term immediately following the birth of a child and shall terminate at the beginning of the next

school term or at the beginning of the following school term. Maternity leave is to be used solely for the purpose of rearing a newborn child delivered by the employee or caring for the newborn child delivered by the employee. Such leave shall be without pay or benefits, but seniority shall continue to accrue during the leave. Upon returning to work all pay and seniority, rights accrued at the beginning of the leave and seniority accrued during the leave shall be credited to the employee.

Female employees may take, and are encouraged to take an unpaid leave of absence prior to the beginning of any disability that is associated with a pregnancy. Such leave is encouraged to minimize the interruption in the educational program. Such leave shall begin at the beginning of the school term or mid-term immediately preceding the employee's expected delivery date and shall terminate at the beginning of any disability associated with the pregnancy. Such leave shall be without pay or benefits but seniority shall continue to accrue during the leave. Upon returning to work all pay and seniority rights accrued at the beginning of the leave and seniority accrued during the leave shall be credited to the employee.

C. PATERNITY LEAVE

A male employee whose spouse has given birth to a child may elect to take a paternity leave. Paternity leave is to be used solely for the purpose of rearing a newborn child of the employee or caring for the newborn child of the employee. Such leave shall begin at the earlier of either the beginning of a school term or a mid-term immediately following the birth of the child and shall terminate at the beginning of the next school term or at the beginning of the following school term. Such leave shall be without pay or benefits, but seniority shall continue to accrue during the leave. Upon returning to work all pay and seniority rights accrued at the beginning of the leave and seniority accrued during the leave shall be credited to the employee.

Male employees may take an unpaid leave of absence prior to the beginning of any anticipated disability of their spouse that is associated with the pregnancy. Such leave shall begin at the beginning of the school term or mid-term immediately preceding the spouse's expected delivery date and shall terminate at the beginning of the next school term or mid-term immediately following the birth of the child. Such leave shall be without pay or benefits, but seniority shall continue to accrue during the leave. Upon returning to work all pay and seniority rights accrued at the beginning of the leave and seniority accrued during the leave shall be credited to the employee.

D. ADOPTION LEAVE

A male or female employee who acquires possession of a child, for the purpose of adopting such child, may elect to take an adoption leave. Adoption leave is to be used solely for the purpose of rearing or caring for a child the possession of which child was recently acquired for the purpose of adopting such child. Such leave shall begin at the earlier of either the beginning of the school term or a mid-term immediately following the acquisition of possession of the child and shall terminate at the beginning of the next school term, or at the beginning of the following school term. Such leave shall be without pay or benefits,

but seniority shall continue to accrue during the leave. Upon returning to work all pay and seniority rights accrued at the beginning of the leave and seniority accrued during the leave shall be credited to the employee.

A male or female employee who expects to acquire possession of a child for the purpose of adopting such child, may begin an adoption leave prior to acquiring possession of a child for the purpose of adopting such child. Such leave shall begin at the beginning of the school term or mid-term preceding the employee's expected date of acquiring possession of a child for the purpose of adopting such child, and shall terminate at the beginning of the school term or mid-term immediately following the acquisition of possession of the child. Such leave shall be without pay or benefits, but seniority shall continue to accrue during the leave. Upon returning to work all pay and seniority rights accrued at the beginning of the leave and seniority accrued during the leave shall be credited to the employee.

E. DISCRETION OF SUPERINTENDENT

Notwithstanding anything herein above to the contrary, the Superintendent of Schools is authorized to permit the beginning or termination of maternity leave, paternity leave or adoption leave at times other than those set forth above, when the Superintendent, in the Superintendent's discretion, believes the unique circumstances that exist at the time of the exercise of the Superintendent's discretion, dictate the beginning or termination of such leave at a time different from that set forth above. In the exercise of such discretion, the Superintendent shall always remember that the paramount consideration is to minimize the interruption in the educational program of the students.