

**AGREEMENT BETWEEN**

**UPPER MERION AREA BOARD  
OF SCHOOL DIRECTORS**

**AND**

**TEAMSTERS LOCAL UNION #384**

**CAFETERIA PERSONNEL AGREEMENT**

**2024-2025**  
**2025-2026**  
**2026-2027**

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

**AGREEMENT COVERING  
CAFETERIA PERSONNEL**

**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, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union. The word "Board" as used in this Agreement, refers to the School Board, the Superintendent of Schools, Business Administrator, and Supervisor of the Food Services Department.

**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 agrees that it will not interfere with its employees in the exercise of their right to become members of the Union.
- 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 Members of the Union on the date of this Agreement may continue to elect to have dues deducted from salary.
- 3.2 All Employees of the Employer who join the Union subsequent to the date of this Agreement may elect to have dues deducted from salary. Such dues deduction will be initiated by signed authorization to the Employer at least two weeks prior to a regular scheduled pay.
- 3.3 Any member of the Union may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.
- 3.4 Upon filing with the Employer by the Union of a signed authorization from the Employees (on the authorization form which has been agreed to by the Employer and the Union and made a part hereof by reference), the Employer shall deduct from the pay of each Employee who shall have given such authorization, an initiation fee, fees, assessments and dues. Such authorization shall be irrevocable for the duration of this Agreement and shall be automatically renewed from year to year thereafter unless revoked during a period of fifteen (15) days prior to the expiration date of this or any subsequent Agreement. Such deduction will be made in equal installments, at the frequency of two (2) deductions per month (first and second pay dates per month only.)
- 3.5 In the event there are not sufficient funds in a particular pay from which Union dues would normally be deducted, Union dues shall be deducted from the next calendar pay, which has sufficient funds.
- 3.6 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including but not limited to attorneys' fees, which may arise out of any action taken or not taken by the Employer, on behalf of the Employer, or in any way relating to complying with the provisions of this Article. In addition to the foregoing, the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of enforcing maintenance of membership provision requirement.
- 3.7 The Employer, on or before September 1 of each year, will provide the Union with a list of the names and addresses of all bargaining unit members. The Employer will also provide the Union with the name and address of any Employee hired after September 1, such notice to be provided within thirty (30) days after the date of hire.

#### **Subcontracting**

The School District agrees that it will not pursue subcontracting for this Unit for the 2024-2025, 2025-2026 and 2026-2027 school years; however, the District reserves the right to layoff and demote for economic reasons.

## **ARTICLE 4**

### **BARGAINING UNIT WORK**

- 4.1 Supervisors or non-unit personnel, unless otherwise set forth in this Agreement, 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 cafeteria personnel 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.

## **ARTICLE 5**

### **VACANCIES**

- 5.1 A vacancy for employees having classifications I, J, and K 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 other than a reduction in force. Additionally, a vacancy shall also include newly created employee classifications, which involve the performance or work similar to that performed by members in the job classifications of I, J, and K. All such vacancies shall be filled by Bargaining Unit Employees within classifications I, J, and K and only if there are no applicants or insufficient number of applicants from the job classifications of I, J, and K 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 I, J, and K covered by this Agreement must apply in writing to the Food Services Supervisor 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 primarily on the basis of ability to perform the job, but seniority can be taken into account. If two employees are deemed by the School Board to have similar abilities, the filling of said position shall be accomplished on a 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 an I, J, and K individual 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. The district will make every effort to fill a vacant position as quickly as possible in all situations.

- 5.5 Any present employee so appointed to a vacant position shall be given a thirty (30) day trial period 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. 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 without recourse.

An employee accepting a cafeteria 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.

In the event a School District Employee in a position not covered by the Agreement transfers 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 delivery.

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 purposes 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 transfers to a non bargaining unit position for a period in excess of ninety (90) days.

## **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 Assistance from the Employer's seniority list. The authority of the Chief Steward and Assistance 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.
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 handle goods, or any other interference with the employer's business.
4. The representation of members of the bargaining unit in meeting with their immediate superiors 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 Job 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 company 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.
- 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 I 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 enlist 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 States 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 sessions of the United States Armed Forces, Reserves or the National Guard. The Employer will continue the Hospital, Surgical and Life Insurance Plans for the employees 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 matters 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 supervisor of personnel files 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 agrees not to install any video cameras in areas in the school buildings where children do not regularly frequent.
- 14.3 Nothing in this language, however, shall prevent the District from using as evidence against a Bargaining Unit employee and in any disciplinary matter information obtained through the use of video cameras 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 shop 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 workdays from the time of the alleged occurrence, shall file a written grievance with the Supervisor of Food Services for employees having classifications of I, J, or K and the Union. The Supervisor of Food Services, in consultation with the Superintendent, 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 of the Supervisor of Food Services, the Union shall, within ten (10) scheduled workdays from receipt of the Step I 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 expenses 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. If the claim is sustained, the Board shall compensate the grievant and up to two witnesses who are district employees at their customary rates of pay for any wages lost while they participated in the arbitration proceeding.

- 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 drugs during work time, including lunch time.
  4. Immoral conduct.
  5. Proven theft or dishonesty.
  6. Unprovoked assault on an employee or an employer's representative during working hours at any place 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. Any violations of the Health Code, Department of Health, Department of Environmental Protection, or any rule, regulation, or requirement governing the department of work or individuals in classifications I, J, or K.
  15. Non performance of duties of the position.
  16. Smoking/vaping.
  17. Excessive cell phone use.
  18. 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.
- 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 discharge or suspension by the Union Representative and the Supervisor of Food Services, 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 shop steward and the Supervisor of Food Services.

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.

## **ARTICLE 19**

### **MISCELLANEOUS CONDITIONS OF EMPLOYMENT**

#### **Uniforms and Dress Code**

Employees in classifications I, J, and K are expected to dress in clean, safe, and appropriate clothing, which should include but may not be limited to complete restraint of hair via a hair net, hats, or other approved restraints, beard covers for men if needed, district-approved matching color pants and shirt, skirt and collared shirt, uniform, or pant suit, and closed toe shoes or non-canvas sneakers which provide good support. All shirts must have sleeves.

Upon receipt of substantiating documentation, the District will reimburse Bargaining Unit Members up to \$150 annually for work shoes, shirts, hairnets, aprons and any other apparel that is work related. This will extend for the length of the contract.

The following are examples of attire which are not appropriate. This list is not meant to be all-inclusive:

Shorts  
Tee shirts  
Stretch pants  
Jeans  
Sweat pants  
Sleeveless shirts  
Colored pants or shirt (without prior approval by the Supervisor of Food Services)  
Canvas sneakers  
Sandals and shoes that are not safe for working in a kitchen environment  
Jewelry, with the exception of a watch and/or wedding rings  
Nail polish, sculptured nails, nail tips, etc.  
Colognes, perfumes, etc.  
False eye lashes

### **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.

### **Health, Safety, and Sanitation for Employees Classified as I, J, and K**

- A. All Cafeteria Managers must be certified in an Employer Food Service Department-approved Program as a Food Safety and Sanitation Manager, which may include but not be limited to ServSafe designation. The District shall reimburse the employee based upon their regular hourly rate of pay, for training hours required to complete or renew the certification, however reimbursement hours shall not be considered as time worked for benefits determination, the calculation of overtime, or any other purposes.
- B. Employees as classified I, J, and K are expected to report all accidents, injuries, potential hazards, unsafe conditions, broken items, etc. to their managers immediately. All managers must send injured employees for medical examination by a school designated physician and/or the school nurse. All managers must immediately report any injuries to the Supervisor of Food Services. Employees are also expected to abide by all District procedures for workers compensation injuries, by immediately reporting any accidents or injuries to the District's Benefit Manager.
- C. All employees must meet the Continuing Education Credits required based on their position. Progress, opportunities, and suggestions will be provided and all approved CEU credits will be paid 1 hour of pay for each hour of credit

### **Courtesy and Conduct**

Though all employees are expected to conduct themselves in a courteous and professional manner at all times, because those employees classified as I, J, and K have direct and

regular contact with the public and students, these employees are expected to conduct themselves in a courteous and professional manner at all times in the workplace.

### **Lunch Breaks for I, J, and K Employees**

Employees classified as I, J, and K assigned to all kitchens must eat lunch before clocking in or clocking out.

### **Time Clocks for I, J, and K Employees**

Employees classified as I, J, or K employees must record their time worked by clocking in and out on the time clock. Such employees may clock in no more than five (5) minutes before the start of this shift and must clock out no later than five (5) minutes after the end of their scheduled shift unless they have received prior approval by the Supervisor of Food Services to work additional time. Under no circumstances may an employee clock in/out for another employee.

## **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 provisions 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 benefits 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.

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

For Worker's Compensation claims filed on or after July 1, 2024, 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.

## **ARTICLE 21**

### **COMPENSABLE LEAVE**

#### **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.

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. 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 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.

At the end of the medical leave of absence, the employee must return to work and in the event the employee does not return to work and neither retires nor resigns, the School Board and Union agree that such failure to return to employment may be treated as an offer of resignation. 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 holidays benefits in that year.

In the event an employee is granted an unpaid leave of absence for reasons other than illness or disability, the employee must make his or her own arrangements for the continuation of the health and welfare and life insurance premiums for coverage provided under this Agreement, if permitted by the contract of insurance and under the terms and conditions of the applicable insurance company.

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.

### **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 said 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.

### **Personal Leave**

Effective upon the date of ratification of this Collective Bargaining Agreement, each employee classified as I, J, and K who is regularly scheduled to work five (5) days per week shall be allowed to receive up to four (4) days per year (which shall be prorated based upon the amount of days worked in relationship to the length of the student classroom calendar per year) for personal leave. Employees may be eligible to take two (2) (out of the aforesaid four (4) days) personal days for reasons that are without question. All other personal days must fit the following criteria:

- Marriage of employee; day of marriage if on working day plus preparation day
- Marriage of a son or daughter
- Requirement of governmental authority
- Day of settlement on a property
- Birth of a child
- Day of moving to new home (except following resignation)
- Emergency illness in household
- Emergency illness of parents, parents-in-law, and grandparents
- Graduation of wife, husband, son, or daughter from high school, college, or university
- Inclement weather
- Major religious holiday of the employee
- Examinations or interviews required by formal programs of graduate study
- Day of settlement on an estate
- Day of appearance in court
- Day of funeral of a friend
- Transportation of a child to and from college or university requiring released time of employee
- Other urgent reasons approved by the Superintendent

All employees hired on or after November 1, 2012, regardless of classification, shall receive three (3) personal days per year.

Personal leave is not available for vacation or other related purposes. Additionally, no time off for vacation purposes will be approved during the school year, whether the leave requested is for paid leave or unpaid leave.

All unused personal leave will be cumulative as sick leave. Written application for personal leave will be submitted to the Superintendent's Office for approval. Whenever possible, application for approval on the proper form shall be submitted to the appropriate supervisor one week in advance, except in the case of emergency. When a personal leave day preceding or following a holiday, prior approval of the Superintendent's Office is necessary. Personal day pay will be based upon the employee's pay for a regularly scheduled work day.

In the event that schools are closed, but classes are virtual due to inclement weather or other event on a day that would have otherwise been a paid work day for bargaining unit employees and if such day(s) are not to be made up in the school calendar, the employee may submit for a personal day for that day.

### **Sick Leave**

After completing their probationary period, all employees classified as I, J, and K who are regularly scheduled to work five (5) days per week shall accrue one (1) sick day for every two (2) month period or up to six (6) days per school year. Sick pay will be based upon the employee's pay for a regular scheduled work day.

Should an employee be forced to terminate employment because of

illness (as certified by a physician); or

total disability.

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

### **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.

### **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. 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 provisions 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.

### **Leave for Court or to Attend PLRB Appearances – Jury Duty**

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.

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 (½)

day or more shall return to work. Employees working on the afternoon/evening shift will receive the same benefit.

## **Holiday Pay**

For Bargaining Unit Employees who have been classified as I, J, and K, holiday pay will be based upon the employee's pay for a regular scheduled workday.

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. 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.

All existing employees, as of November 1, 2012, classified as I, J, and K who are regularly scheduled to work five (5) days per week shall be eligible to receive eight (8) holidays per year. These holidays are defined as follows:

1. Thanksgiving Day
2. Day preceding Christmas Day
3. Christmas Day
4. New Year's Day
5. Martin Luther King Day
6. Good Friday
7. Memorial Day
8. Floating Holiday to be determined by the District.

All employees hired on or after November 1, 2012, regardless of classification, shall be eligible to receive four (4) holidays per year:

1. Thanksgiving Day
2. Day preceding Christmas Day
3. Christmas Day
4. New Year's Day.

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. Holiday pay will be based upon the employee's pay for a regularly scheduled work day.

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. 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 22**

### **BENEFITS**

#### **Health Benefit Plans**

During the term of this Agreement, the Board 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. Independence Blue Cross/Pennsylvania Blue Shield Personal Choice 215 Plan (herein "PC215"), or its equivalent;
- B. Independence Blue Cross/Blue Shield to provide Keystone Direct C1-F1-O1 Point of Service Plan (herein "C1-F1-O1"), or its equivalent;
- C. Independence Blue Cross/Blue Shield to provide Keystone Direct C2-F1-O1 Point of Service Plan (herein "C2-F1-O1"), or its equivalent.

#### **Allocation of Board and Employees Classified as I, J, and K Share of Costs for Health Benefit Plans**

1. Effective 7/1/24, for all current employees (current employees is defined as an employee hired on or before November 1, 2012) working less than 5.5 hours per day, benefits may be purchased wherein said current employee must contribute 50% of the total premium. Effective 7/1/24, all current employees (current employees is defined as an employee hired on or before November 1, 2012) working 5.5 hours or more per day shall pay the contribution percentages referenced below.

Plan	2024-2025	2025-2026	2026-2027
PC215	22%	22%	22%
C1F1O1	13%	13%	13%
C2F1O1	12%	12%	12%

For all new employees in all classifications hired after November 1, 2012, each must work at least 6 hours per day to be eligible for medical benefits under the Collective Bargaining Agreement.

Effective 7/1/24, for all employees hired on or after November 1, 2012 working 6.0 hours or more per day shall pay the following contribution percentages:

Plan	2024-2025	2025-2026	2026-2027
PC215	22%	22%	22%
C1F1O1	13%	13%	13%
C2F1O1	12%	12%	12%

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.

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.

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, 2021

During the term of this Agreement, or at any time after its expiration date until such time as a new Agreement is implemented, should the premium for any medical plan (in combination with the prescription plan and any Board-provided flexible spending accounts) offered pursuant to the Agreement exceed the threshold amounts as stated in the Patient Protection and Affordable Care Act (or any applicable federal or state legislation enacted hereinafter) so as to subject the medical plan or plans to excise taxes, taxes, or penalties as the result of the combined plans exceeding the thresholds, the issue will be addressed as follows:

- (a) No later than July 1, 2017, the District shall notify the Union that the plan or plans that are offered pursuant to the Agreement will be subject or will likely be subject to the above-referenced tax or fee;
- (b) Union Members who are enrolled in a plan or plans that are offered pursuant to this Plan that will be subject to the above-referenced tax or fee will be entitled to receive the richest plan offered by the District that would not be subject to the tax or the fee. Existing Employee premium share shall apply on the same basis as the premium share defined for those plans currently in place covered by this Plan.
- (c) If all of the plans offered by the District would be subject to the tax or the fee, the District shall notify the Union that the plan or plans that are offered pursuant to this Plan will be subject to the above-referenced tax or fee and what it intends to do to eliminate the tax or fee;
- (d) The Union will have up to 30 calendar days from the date of such notice to meet and discuss with the Board on addressing the issue of plan design changes or increased premium share;
- (e) If the Board elects to adopt any of the suggestions made by the Union during this 30 day time period, that adoption shall become part of the Plan and will supersede any inconsistent provisions.
- (f) If the Board does not adopt any of the Union's suggestions within the 30 calendar day period referenced in Article 22, Section 1, subsection (d), the parties will enter into an expedited arbitration no later than September 30, 2017 on the sole issue of health benefits to be offered on January 1, 2018 that is below the Excise Tax. Each side will submit a package of proposed changes to the plan that are necessary to avoid the tax in 2018. An arbitrator will review each package and select the package that is the least disruptive to the parties while ensuring that the Board avoids the excise tax on health benefits offered to the Union.

This process shall repeat itself as necessary beyond 2018 and so long as the Excise Tax is applicable to the Board.

## **Dental Insurance**

During the term of this Agreement, the Board agrees to sponsor a basic program for dental care and supplemental basic, prosthetics and periodontics coverage.

There will be no premium contribution for full-time employees working 6 hours or more per day who elect single coverage.

Full-time employees (working 6 hours or more per day) 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.

For existing employees in Class K working less than 6 hours per day, dental coverage may be purchased at 50% of the appropriate premium.

### **Sponsorship of an Internal Revenue Code Section 125 Cafeteria Plan**

- A. As a method to permit eligible employees 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.

### **Life Insurance**

The Board shall purchase and pay for each employee classified as I, J, and K a life insurance policy in an amount equal to the employee’s annual salary rounded up to the next highest dollar amount, or \$10,000 , whichever is higher.

### **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.

## **ARTICLE 23**

### **PAYROLL**

#### **Schedule**

Employees shall be paid on Friday at bi weekly intervals.

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

## **Direct Deposit**

All paychecks shall be issued by direct deposit to a financial institution of the member's choosing.

## **ARTICLE 24**

### **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 agrees that it will not, under any circumstances, unilaterally abrogate any economic provisions set forth in this Agreement.

## **ARTICLE 25**

### **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 26**

### **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 27**

### **TERMINATION**

Except as otherwise noted, this Agreement shall become effective as of July 1, 2024 and shall remain in full force and effect up to and including June 30, 2027.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

UPPER MERION AREA SCHOOL DISTRICT

Attest: \_\_\_\_\_  
Caitlin Navarro  
Board Secretary

By: \_\_\_\_\_  
Margaret Philips  
Board President

TEAMSTERS LOCAL UNION NO. 384

Attest: \_\_\_\_\_  
Stephen Gallagher  
Vice President

By: \_\_\_\_\_  
Matthew E. Condrón  
Secretary/Treasurer

\_\_\_\_\_  
Steve Sharkey, Recording Secretary

\_\_\_\_\_  
Linda Whitson, Chief Union Steward

\_\_\_\_\_  
Maureen Johnson, Assistant Union  
Steward

## **ADDENDUM I**

### **EMPLOYEE CLASSIFICATIONS**

- I. High School and Middle School Cafeteria Manager
- J. Elementary Cafeteria Managers; High School and Middle School Assistant Managers
- K. General Cafeteria Workers

Employees in the classifications of I, J, and K may also, at any time, be assigned any job that is necessary to implement the needs of the food services for the District and for the general welfare of the students and the District.

## CAFETERIA PERSONNEL

### RATE SCHEDULES

#### 2025-2027

<u>Classification</u>	<u>Minimum Hourly Rate During 2024- 2025 School Year</u>  (4.65% increase)	<u>Minimum Hourly Rate for the 2025- 2026 School Year</u>  (3.0% increase)	<u>Minimum Hourly Rate for the 2026- 2027 School Year</u>  (3.0 % increase)	
I	\$25.41	\$26.17	\$26.96	
J	\$20.91	\$21.54	\$22.19	
K	\$18.00	\$18.54	\$19.10	

#### Performance in Higher Rated Job

Any employee classified as I, J, and K assigned to cover a different job which is compensated at a higher rate of pay shall be initially paid at a rate of pay \$0.25 per hour higher than his/her normal rate if said \$0.25 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.

#### Overtime

Employees must work in excess of 40 hours per week in order to qualify for time-and-one-half pay as per the Fair Labor Standards Act.

#### Summer Work

All summer work will be paid at the highest classification K rate of pay.

**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. Requests 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 Directors 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**

Childbearing Leave.

Childbearing Leave shall be defined as the period of time an employee must be absent from her assigned duties due to pregnancy, childbirth, and recovery. Requests for Childbearing Leave shall

be accompanied by a licensed and authorized physician's note certifying medical incapacity during the leave period.

At the termination of Childbearing Leave, the employee will be returned to the same or similar position held prior to the leave. The employee shall notify the District of her intent to return prior to the commencement of the leave, except that such notification can be delayed for a reasonable period following the commencement of the leave in the event of a documented medical emergency.

Upon returning to work at the termination of Childbearing Leave, all benefits and seniority accrued at the beginning of the Leave or accrued during any sick leave shall be reinstated.

#### Childrearing Leave.

Childrearing Leave shall commence at the conclusion of Childbearing Leave or at the placement of an adopted child. This leave shall be without pay and benefits unless the employee is eligible for healthcare coverage under the Family Medical Leave Act ("FMLA"). The employee may purchase healthcare coverage through the District's Health Benefit Plans, at his/her own expense. The combination of Childbearing and Childrearing Leaves shall not exceed sixteen (16) months.

The employee shall return to the same or similar position he/she held prior to the leave. Prior to the leave, the employee shall indicate their intent to return, except that this notification can be delayed for a reasonable period following commencement of the leave in the event of a documented medical emergency. Upon written request from the employee, the District will extend the leave as long as notice is provided sixty (60) days prior to the initial return date or thereafter in the event of a documented medical emergency.

### 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

An employee who legally adopts a child whose age is less than six (6) years old shall be entitled to use up to six (6) consecutive weeks of accumulated sick leave to serve as the primary caregiver for the adoptive child, and to attend to the emotional needs as an adoptive parent. These leave days shall commence on the day that the child is physically placed within the care of the employee for the purposes of adoption.

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.