

The following is a summary of the contract proposal (CBA) offered by the NEIU to the ASSOCIATION of SPECIAL EDUCATION TEACHERS' ASSISTANTS and SECRETARIAL/CLERICAL EMPLOYEES (Union) on September 14, 2021

- TERM: 2021-2024
- NEIU tentatively agrees to union proposal of all starting salaries
- NEIU tentatively agrees to union proposal of 3% salary increase per year of the CBA
- NEIU tentatively agrees to union proposal of clerical work day of 8am – 3:30pm
- NEIU proposes summer work hours of 8am – 3:30pm; Monday-Thursday
- NEIU agrees to union proposal of staff dismissal at 12:30pm on the last workday before Thanksgiving, Christmas, Easter and in school age programs, the last day of school
- NEIU tentatively agrees to union proposal of adding the positions of COTA and PTA to the CBA
- NEIU tentatively agrees to union proposal of raising the annual compensation of any existing staff member to that of a new hire at a higher wage
- NEIU tentatively agrees to union proposal of the summer work hourly rate to each employees current hourly rate
- NEIU tentatively agrees to union proposal of salary increases for staff taking the insurance buyout
- NEIU proposes to pro rate paid time off for part-time employees
- NEIU tentatively agrees to union proposed grievance procedure changes
- NEIU proposes NO PREMIUM SHARE for health insurance coverage
- NEIU proposes NO CHANGE to retail prescription drug copay for:
  - Low cost generic - \$0
  - Standard generic \$10
- NEIU proposes the following health care plan changes:
  - REDUCE *IN NETWORK* deductibles
    - Individual from \$1,000 to \$500
    - Family from \$2,000 to \$750
  - REDUCE *OUT of NETWORK* deductibles
    - Individual from \$2,000 to \$1,000
    - Family from \$4,000 to \$1,500
  - REDUCE *URGENT CARE* copay from \$40 to \$25
  - ELIMINATE copay for *advanced imaging and laboratory tests* performed at a hospital facility

*Proposed 9/14/2021 by NEIU*

# **AGREEMENT**

*Between*

**NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT**

*and*

**ASSOCIATION of SPECIAL EDUCATION  
TEACHERS' ASSISTANTS**

*and*

**SECRETARIAL/CLERICAL EMPLOYEES**

*of*

**NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT**

**July 1, 2021-June 30, 2024**

## ARTICLE 1

### RECOGNITION

1. The Board hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining as that term is defined in the Public Employee Relations Act for all employees in the bargaining unit as defined in this Article. This Agreement shall cover all employees in the bargaining unit as certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-7220-C, and as amended by its Order in Case No. PERA-U-86-260-E, PERA-R-87-308-E, and PERA-U-94-112E (March 16, 1994). The bargaining unit includes a subdivision of the employer unit comprised of all full time and regular part time para-professional white collar employees, including but not limited to special education teacher assistants and secretarial/clerical employees; and excluding all management level employees, supervisors, first level supervisors, confidential employees and guards as defined in Act 195.
2. This Agreement pertains only to those employees falling within the certification referred to in Section 1 of this Article.
3. The term “employee” when used in this Agreement refers to only those persons falling within the classifications of the certification referred to in Section 1 of this Article.
4. The term “employer” when used in this Agreement shall be construed to mean the Board of Directors of the Northeastern Educational Intermediate Unit.
5. The term “Association” as used in this Agreement shall mean the Association of Special Education Teachers’ Assistants and Secretarial/Clerical Employees of Northeastern Educational Intermediate Unit #19.

## ARTICLE 2

### ~~DUES DEDUCTION~~

- ~~1. The employer agrees to provide for the deduction of Association dues from the paychecks in twenty six (26) equal bi weekly installments of all employees who authorize such deductions by unrevoked writing. The aggregate amounts deducted shall be remitted together with an itemized statement to the Association by March 15 of each year.~~
- ~~2. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of any dispute between the employer and a member of the bargaining unit by reason of action taken by the employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or document furnished under any of such provisions.~~

~~3. Any employee included in the unit for which the Association has been certified as the exclusive bargaining agent by the Pennsylvania Labor Relations Board, and who is a member of the Association or who joins the Association after the effective date of this Agreement, shall remain a member of the Association for the duration of this Agreement, provided that any such employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement. Any employee who is separated from active employment by reason of termination or reduction in force, or whose position is removed from the bargaining unit by action of the Pennsylvania Labor Relations Board or otherwise, may resign from the Association at the time of such separation or removal.~~

### ARTICLE 3

#### SCHOOL YEAR AND WORKDAY

##### A. School Year

1. The school year for Teachers' Assistants, Crisis Intervention Specialists, Registered Behavior Technicians (RBT), Certified Occupational Therapy Assistants (COTA), Physical Therapy Assistants (PTA) and Nurse Assistants shall consist of a maximum of one hundred eighty-six (186) days.
2. Secretarial/Clerical employees may be employed on a ten (10) or twelve- (12) month basis at the discretion of the employer.
  - a. Should the Administration Building be closed for more than three (3) scheduled work days in a year; "make-up" work days shall be used in the following order: Martin Luther King Day, President's Day, Holy Thursday, and Easter Monday if those days are listed as holidays in the Board approved Administration Building calendar.

##### B. Hours of Work

1. The hours of work for secretarial/clerical employees covered by this Agreement will be determined by the Administration in accordance with the needs of NEIU. Work schedules indicating the hours of work for each employee or employee classification will be promulgated annually in writing by the appropriate administrator.
  - a. The work day for secretarial/clerical assigned to the Administration building shall be 8:00am – 3:30pm
    - i. Includes a 30 minute unpaid lunch
    - ii. Includes one 10 minute break as assigned by supervisor

- iii. "Breaks" may not be combined with lunch break
    - iv. Summer hours beginning the 3<sup>rd</sup> week of June through the 2nd week of August shall be 8:00 am to 3:30 pm, Monday through Thursday inclusive of a 30-minute unpaid lunch period.
  - b. The work day for Teacher Assistants, Nurse Assistants, Crisis Specialists, COTAs, PTAs and RBTs shall be 7 hours
    - i. Includes a 30 minute unpaid lunch
    - ii. Includes one 10 minute break as assigned by supervisor
    - iii. "Breaks" may not be combined with lunch break
    - iv. Actual schedule may vary as assigned by supervisor
    - v. This includes summer work hours in the Early Intervention Stretch Calendar
- 2. Cancellation of School, Closure of buildings, Delayed Start and Early dismissal is the prerogative of the administration and shall be limited to weather related and emergency situations.
  - a. Staff will be dismissed at 12:30 pm the last workday before Thanksgiving, Christmas, Easter and in school age programs the last day of school.
- 3. Increases or decreases in regular hours of actual work for secretarial/clerical employees, exclusive of lunch periods, shall be accompanied by pro rata salary adjustments.

**C. Overtime**

- 1. Employees may be required to work overtime at the discretion of the employer. No overtime shall be worked except as authorized by the appropriate administrator.
- 2. Employees who are required to perform work in excess of forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 ½) times their regular hourly rate for any such hours actually worked.
- 3. If an employee is unable to work such overtime, there shall be no disciplinary action taken against said employee for a single refusal.

**D. Secretarial Coverage at the Administration Building**

- 1. Administration will assign secretaries, to cover duties for secretaries who are absent, on lunch or otherwise unavailable.
- 2. At the beginning of the year the supervisor shall compile and post a listing of the names of those staff available for "coverage" assignments. A copy of this "coverage" listing shall be provided to PSEA Building Representative.

3. Except in the case of volunteers, "coverage" assignments shall be rotated. Rotation shall be accomplished by dropping to the bottom of the list the name of the employee most recently assigned and not so assigning such employee for "coverage" until all others available have received such assignments.

## **ARTICLE 4**

### **SALARIES**

#### **1. Salaries – Teacher Assistant and staff designated as Teacher Assistant II prior to June 30, 2017**

- A. It is agreed between the Board and the Association that the minimum starting salary for a full time Teacher Assistant shall be \$16,000.
- B. To be paid in the 2021-2022 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2021.
- C. To be paid in the 2022-2023 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2022.
- D. To be paid in the 2023-2024 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2023.

#### **2. Salaries – Crisis Intervention Specialist**

- A. It is agreed between the Board and the Association that the minimum starting salary for a Crisis Intervention Specialist shall be \$25,708.
- B. To be paid in the 2021-2022 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2021.
- C. To be paid in the 2022-2023 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2022.
- D. To be paid in the 2023-2024 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2023.

**3. Salaries – Nurse’s Assistant**

- A. It is agreed between the Board and the Association that the minimum starting salary for a full time Nurse’s Assistant shall be \$19,200 \$20,783
- B. To be paid in the 2021-2022 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2021.
- C. To be paid in the 2022-2023 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2022.
- D. To be paid in the 2023-2024 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2023.

**4. Salaries – Secretarial/Clerical Employees**

- A. It is agreed between the Board and the Association that the minimum starting salary for Secretarial/Clerical Employees shall be \$21,000 for full time 12 month employees or \$19,000 for full time 10 month employees.
- B. To be paid in the 2021-2022 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2021.
- C. To be paid in the 2022-2023 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2022.
- D. To be paid in the 2023-2024 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2023.

**5. Salaries – Certified Occupational Therapy Assistants (COTA) and Physical Therapy Assistants (PTA)**

- A. It is agreed between the Board and the Association that the minimum starting salary for full time COTA and PTA shall be \$45,000.
- B. To be paid in the 2021-2022 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2021.

- C. To be paid in the 2022-2023 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2022.
- D. To be paid in the 2023-2024 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2023.

**6. Salaries – Registered Behavior Technician (RBT)**

- A. It is agreed between the Board and the Association that the minimum starting salary for full time RBT shall be \$28,000.
- B. RBTs hired prior to June 30, 2021; to be paid in the 2021-2022 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2021.
- C. To be paid in the 2022-2023 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2022.
- D. To be paid in the 2023-2024 school year, each employee will receive a 3% salary increase based upon the base salary for said employee as of June 30, 2023.

**6. Part-Time Employees**

Any employee hired prior to 7/1/2021 and working below 30 hours per week with health benefits will be “grandfathered”, and will continue to receive the health benefits under the terms of this Agreement.

- 7. Employees shall receive their salary in twenty-six (26) equal bi-weekly installments.
- 8. No newly hired employee shall be hired at a wage rate higher than an existing employee. Any employees compensated below the starting wage shall have their wages increased to the starting rate per Article 4 of this agreement.
- 9. The employer shall not reimburse, compensate, credit or assume financial responsibility for expenses associated with any licensure, continuing education requirements, renewal or requirement of employment for bargaining unit members.

**ARTICLE 5**

**SUMMER WAGES AND MILEAGE REIMBURSEMENT**

- 1. The following hourly rates of pay shall be applicable for summer work in special education pursuant to the Armstrong v. Kline decision:



The employee's current hourly rate for the duration of this agreement

2. Such work shall be voluntary on the part of the bargaining unit members. Where the work involves itinerant status, mileage shall be paid at the rate set by the Internal Revenue Service for business expense deductions.
3. Teacher Assistants, working under the extended school year calendar, may volunteer to be placed on the substitute list and, if available, shall be given preference in substitute work.
4. Secretarial/clerical employees required to use their personal vehicle to conduct business of the Intermediate Unit shall be reimbursed for mileage at the rate set by the Internal Revenue Service for business expense deductions.

## **ARTICLE 6**

### **LIFE INSURANCE**

1. The employer shall provide term life insurance for each employee in the face amount of \$50,000
2. Precise terms and conditions of this insurance benefit shall be controlled by the master policy issued by the insurer to include any reductions in the face amount of coverage based on criteria determined by the insurer.

## **ARTICLE 7**

### **MEDICAL INSURANCE**

1. Employees working 30 hours per week or more shall be offered health insurance benefits for themselves and their dependents. Spouses who are eligible for health insurance benefits elsewhere shall not be eligible for coverage by NEIU. Employees whose spouse does not have access to alternate health insurance coverage shall be required to sign an affidavit affirming this to be eligible for health insurance coverage by NEIU.
2. Eligible employees who are enrolled in the employer medical plan shall be provided health insurance coverage as set forth in Exhibit A of this agreement.

Life events: Members can change their health plan coverage at any time during the year when a life event occurs. Examples: Birth of child, change in marital status, spouse has a change in employment status, etc. Changes in coverage will be effective the month following written notice to HR of the life event.

A. A plan with comparable benefits, deductibles and co-pays to any or all of the above insurances may be selected by the Board as an alternative to the current health insurance plans, subject to the following conditions:

(1) The Board shall notify the Association in writing at the earliest date it begins planning to consider an alternative insurance carrier or carriers, but in no event later than ninety (90) days prior to anticipated implementation of a change.

(2) Copies of documents evidencing equivalency of coverage, ability to adequately service claims on the same basis or an equally advantageous basis, and sound reputation and financial condition of the prospective carrier shall be furnished both to the Board and the Association. The Board and Association may each request such other documents or meetings with the prospective carrier as may be desirable.

(3) In the event of a continuing dispute over the equivalency of a prospective plan to the existing plan, the matter may be processed as a grievance, and unless sooner resolved, shall be resolved by arbitration prior to implementation of any change by the IU.

(4) A self-insurance plan shall be subject to the same general conditions as above.

(5) Alternate, comparable and or equivalent insurance plans may not include specific network physicians, pharmacies, or other healthcare providers.

(6) The Board reserves the right to unilaterally choose a third party insurance plan administrator, enter or withdraw from a health care consortium or become "self-funded" for health insurance.

3. **Cost Containment Provision:** The following provisions have been agreed to for the purpose of assisting the Intermediate Unit in containing the cost of providing medical and other group insurance benefits to its employees and limiting the future increases in these costs:

A. Each employee shall have the right to elect coverage for himself/herself and/or his/her dependents under the Intermediate Unit's health plans.

B. (1) (a) Current full time employees who are enrolled in the employer provided health insurance plan and who are willing to discontinue that coverage at the start of any coverage year shall receive a bonus payment of (50%) percent of the yearly cost of this

coverage. This choice shall be locked in for the term of this agreement. Significant life events requiring the employee to enroll in the employer provided health plans are the exception. This payment shall be made in bi-annual installments payable in December and June in years which the employee elects not to participate. To be eligible for the bonus payment, the disenrollment must be for a minimum period of one (1) year.

- (b) Full time employees hired after July 1, 2017 who are willing to discontinue that coverage at the start of any coverage year shall receive a bonus payment of two thousand five hundred dollars (\$2,500). This payment shall be made in bi-annual installments payable in December and June in years which the employee elects not to participate. To be eligible for the bonus payment, the disenrollment must be for a minimum period of one (1) year.
  - (2) Employees who must reenroll or newly enroll in the employer medical plan prior to a full year of disenrollment due to a loss of alternative medical coverage or other emergency circumstances may do so, subject only to limitations imposed by the medical insurance plan or carrier. Such employee shall receive a prorated portion of the payment to which they would have otherwise been entitled to if they had remained dis-enrolled for the entire year.
  - (3) Because the purpose of the bonus payment is cost containment, employees will not be permitted to upgrade their medical coverage to family coverage at employer expense for the purpose of subsequently discontinuing that coverage to receive a bonus payment. Any employee who commences family coverage on or after September 1, 1986 and who subsequently seeks a bonus payment for discontinuing that coverage shall not automatically be entitled to the bonus, but shall have the burden of proving a bona fide change in circumstances subsequent to the upgrade which justifies the discontinuance.
- C. Married couples that are both employed by NEIU or receiving health benefits through an approved NEIU Early Retirement Incentive shall not be eligible for duplicate coverage under the benefit plans and shall not be entitled to any cost containment payment, described in B (1) of this Article following ratification of this Agreement. Such married couples who are both employed prior to September 1, 1986 and who voluntarily relinquished such duplicate coverage prior to the date of this Agreement shall be entitled to the bonus payment, described in B (1) of this Article following ratification of this Agreement. Thereafter, the non-subscribing spouse shall be eligible to reenroll under the provisions of the cost containment formula only where such reenrollment would not result in

duplicate coverage for any bargaining unit member or dependent, such as in cases of divorce, separation, death, retirement or termination of employment of the subscribing spouse or similar just cause not resulting in duplication. Where the non-subscribing spouse must reenroll in substitute for the formerly subscribing spouse for any of the above causes not resulting in duplication or increased premium cost to the Intermediate Unit, the employee shall be permitted to do so under the terms of this Article.

4. The full amount of the cost of term life insurance coverage in an amount equal to the employee's annual salary, rounded to the nearest thousand dollars.
5. The full amount of the cost of coverage for member liability in the amount of \$1,000,000/\$1,000,000. The employer agrees to maintain existing liability insurance benefits. Precise terms and conditions of such benefits shall be dictated by the master policy. Such coverage shall continue to include malpractice liability insurance for bargaining unit members covering the rendering of or failure to render medical treatment or the furnishing or dispensing of drugs or medication.
6. The full amount of the cost of coverage of Disability Income Insurance equal to a maximum of 60% of salary with 180 day waiting period.

## **ARTICLE 8**

### **DENTAL INSURANCE**

1. Employees working 30 hours per week or more shall be offered Dental Insurance. The employer shall pay 100% of the premium cost for a Basic Dental Insurance Program of individual coverage for employees selecting coverage. The employer shall, in addition, pay 100% of the premium cost for the Supplemental Basic Rider for such individual coverage.
2. The maximum employer contribution to premiums for dependent coverage shall be sixty dollars (\$60) per month per employee family. Premium cost in excess of this maximum shall be paid by the employee.

## **ARTICLE 9**

### **VISION INSURANCE**

1. Employees working 30 hours per week or more shall be offered Vision Insurance. The employer will pay 100% of the premium cost for vision insurance for all eligible employees, spouses and dependents.

## **ARTICLE 10**

### **WORKER'S COMPENSATION INSURANCE**

1. In accordance with the provisions of law, the employer will maintain in effect Worker's Compensation Insurance for the benefit of its employees.
2. In the event of an on the job injury or illness, it is the employee's duty to notify his supervisor within 24 hours so that proper action may be taken by the employer. The employee shall cooperate with the employer in completion of any reports.
3. Employees who are unable to report to work as a result of an injury or illness sustained while on the job may use accumulated sick leave for that period of time, provided that the employee shall return all Worker's Compensation payments to the employer. If the injury or illness continues until sick leave is exhausted, the employee may retain all Workers' Compensation payments received thereafter. The employee may, at his option, retain Worker's Compensation payments if he chooses not to utilize accumulated sick leave. This option may be elected for all or any part of the absence.
4. In ~~any~~ the event the period of disability following a compensable on the job injury or illness does not to exceed seven (7) calendar days, the employee shall be paid with no deduction from accumulated sick leave for the first five work days. An employee may not utilize this benefit more than once per year. In the event of suspected abuse by an employee, the employer may deny this benefit. Such denial shall be subject to the grievance procedure.
5. It shall be the right of the employer to require the employee to report to a doctor approved by the employer from time to time as required to determine the employee's ability to work in order that disability pay may continue.

## **ARTICLE 11**

### **SICK LEAVE – DISABILITY**

1. In any school year whenever an employee is prevented by illness or personal injury from following his or her occupation, the employer shall pay to said employee for each day of absence, the full salary to which employee may be entitled as if employee were actually engaged in the performance of duty for a period not to exceed the amount of employee's accumulated sick leave benefits. Sick leave is accumulated at the rate of ten (10) days per year, effective the opening day of each school year and July 1 for secretarial/clerical employees. Such leave is cumulative from year to year, without limit. Additional sick leave

may be obtained by utilizing any unused personal leave time as provided for in Article XIII of this Agreement.

- (a) Sick leave shall be limited to full day increments.
  - (b) In the event that an employee becomes ill during the day and must leave work, sick time will be deducted in quarter day increments from said employee.
2. An employee who is unable to perform his or her occupational duties due to illness or personal injury and who has exhausted all accumulated sick leave to which employee may be entitled ~~shall~~ may be granted by the Board a leave of absence, without pay, for a period not to exceed one year.
  3. Absence due to injury or illness incurred in the course of the employee's work responsibilities may be covered under the Pennsylvania Worker's Compensation Act. Employees may be compensated per Article 10 of this agreement. This is subject to a return to work release by a Worker's Compensation designated physician. The employee must then return to work or be subject to termination proceedings.
  4. Employees shall be given a written accounting of accumulated sick leave days not later than July 31 each school year.
  6. A lump sum payment of \$50 (fifty dollars) for each unused day of accumulated sick leave up to a maximum of one hundred twenty (120) days shall be paid to employee upon retirement. The maximum amount of compensation shall not exceed \$6,000. The payment will be made into a 403B account.
  7. The Board will pay the full amount of the cost of coverage of Disability Income Insurance equal to a maximum of sixty percent (60%) of the salary with a one hundred eighty- (180) day waiting period for all employees.

## **ARTICLE 12**

### **CHILD REARING LEAVE**

1. Employees shall be entitled to a child rearing leave, without pay and without benefits, during the course of any academic year. Such a leave shall be for a period of one full year in addition to the remainder of the school year in which the leave was granted.
2. Upon termination of the child rearing leave, the employee shall be reinstated to an equivalent position to the one held prior to the commencement of the leave of absence. If such a position is no longer in existence, the employee will be

assigned to an available position for which they are qualified. The compensation will be commensurate with that position.

3. Subject to the employer's approval, leave may be terminated at the request of the employee by written notification of intent to return made to the employer at least sixty (30) days prior to the requested termination date of such leave.
4. Any employee returning from a child rearing leave shall not forfeit any seniority or any other rights accrued prior to the leave, but such rights shall not continue to accrue during the leave. Acceptance of full time employment elsewhere shall be deemed automatic resignation.
5. The provisions of this Article shall also be applicable to an adopting parent at the time of adoption.

## **ARTICLE 13**

### **PAID LEAVES OF ABSENCE**

#### **A. Personal**

1. For full time employees, three (3) personal days will be granted for leave of absence for personal, legal, business, household or family matters which require absence during school hours. Two (2) unused personal day may be carried over to accrue to five (5) personal days the following year. Personal days shall be pro-rated for employees working less than 30 hours per week. Additional unused personal leave may be added to sick leave. No more than 10% of the employees may be granted personal leave days at any one time. Furthermore, no more than 10% of the employees at a non-public school facility (*center*) may be granted personal leave days at any one time. Approval of personal leaves will be at the discretion of the Executive Director or his designee.

(a) Personal leave shall be limited to full day increments.

2. It shall be at the discretion of the immediate supervisor as to whether personal leave shall be granted the day before or the day after a holiday or in the first or last ten school days. The employee shall file a written request for personal leave for the day before or after a holiday with their respective supervisor at least one week in advance.

#### **B. Legal**

1. Employees shall be granted a leave of absence for appearances in any school or employment related legal proceeding or in any other legal proceeding the employee is required by the employer to attend.

**C. Jury Duty**

1. A full time employee required to serve on jury duty shall be entitled to a leave of absence not to exceed a period of ten (10) working days. Request for such leave of absence shall be made to the employee's supervisor immediately upon receipt of notice of jury duty service.

It is understood that the ten (10) day limit on paid jury duty is not intended to preclude payment to an employee who is mandated to serve in a jury for an extended time, but is intended to set forth the normal limit on such payments.

2. Such employee shall be paid by the employer the difference between his regular pay and the compensation for jury duty received from the Court. Prior to receipt of such payment, the employee shall be required to present a statement issued and signed by the Clerk of Court stating the number of days the employee was on jury duty and the compensation paid.

**D. Bereavement**

1. The Board agrees to grant to each employee up to five (5) days leave of absence in the event of the death of a parent, child or spouse, and up to three (3) days leave of absence in the event of a death of a son-in-law, daughter-in-law, grandparent, stepparents, stepchildren, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. Bereavement days shall be pro-rated for employees working less than 30 hours per week.

- (a) Bereavement leave shall be limited to full day increments.
- (b) Said days shall be taken consecutively.

2. Employees shall also be granted leave of absence for up to one (1) day in the event of death of an employee's relative outside the employee's immediate family as defined above.
3. In the event of the death of an employee or student in the Northeastern Educational Intermediate Unit, the Executive Director shall grant to an appropriate number of employees sufficient time off to attend the funeral.

**E. Vacations**

1. Vacations are granted in accordance with the following schedule:

**Years of Service**

**Vacation**

One (1) year to five (5) years

Ten (10) days



Five (5) years to fifteen (15) years	Fifteen (15) days
Over fifteen (15) years	Twenty (20) days

2. Vacation days apply only to twelve (12) month secretarial/clerical employees. Vacation days shall be pro-rated for employees working less than 30 hours per week.
3. Years of service will be calculated on the basis of a fiscal year (*July 1<sup>st</sup> through June 30<sup>th</sup>*). Any employee hired after July 1<sup>st</sup> and who works a minimum of nine (9) months will receive his or her vacation in accordance with the schedule set forth in section 1 above. The nine (9) month minimum applies only to an employee's first year of employment.
4. Vacations must actually be taken in the fiscal year in which the vacation time is granted and in no event shall vacation or vacation pay to which an employee may be entitled be carried over or accumulated from one fiscal year to the next.
5. No more than ten (10) percent of individual building support staff may be approved for vacation time at any time.
6. Vacation time may be taken from August 15 through September 30 only with the consent of the Program Director.
7. There shall be no remuneration for unused vacation days upon any termination of employment.
8. In the final year of employment, employees who actually retire pursuant to the Public School Employee's Retirement System will accrue vacation days on a monthly prorated basis per Article 13, Section E (1). Accumulated days would then be subject to Article 13, Section E (4).

**F. Holidays**

All regular twelve month secretarial/clerical bargaining unit members shall be entitled to observe as holidays, the days scheduled as holidays in the Board approved calendar as uniformly adopted for the administrative offices of the Northeastern Educational Intermediate Unit.

**G. Family Medical Leave Act**

In accordance with the Family Medical Leave Act (FMLA) and NEIU Board policy 335, employees may be eligible for qualified leave under the Act provisions and hours worked requirements. Accrued paid sick, vacation and personal days shall run concurrent with Family Medical Leave (FML). The employer shall utilize a rolling twelve-month period measured backwards from the date leave is used to determine if an employee has exhausted his/her FML in any twelve-month period. In all instances the employer decides if the leave qualifies for FML and if so, that it shall be utilized.

## ARTICLE 14

### UNPAID LEAVES OF ABSENCE

1. A leave of absence without pay not to exceed the term of office, and in no event to exceed a total of four (4) years, may be granted to any employee upon application for the purpose of campaigning for or serving in public office that requires the employee to temporarily forego his employment.
2. Other leaves of absence without pay may be approved by the Board for good reason at its discretion.
3. Paid time off (sick, personal, vacation) must be used prior to the granting of any unpaid leave of absence. This includes intermittent or “deduct” days.
4. Requests for unpaid leave for less than ten (10) days shall be approved by the Executive Director at his/her discretion. Unpaid leaves of absence greater than ten (10) days require approval by the Board. The number of days would be consecutive or nonconsecutive per school year.
5. Employees will be invoiced for per diem health insurance premiums if said employee accrues greater than ten (10) days consecutive or cumulative unpaid absences in a given year.
6. Upon return from any unpaid leave an employee shall be reinstated at the salary in force at the inception of the leave of absence.

## ARTICLE 15

### GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to secure at the lowest possible level an orderly, expeditious and equitable resolution.

#### B. Definitions

1. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the manner provided in this Article.

2. The term “grievant” when used in this Article shall mean any employee or group of employees covered by Article I of this Agreement.
3. A grievant shall not be subject to reprisal by reason of participation in a grievance proceeding, providing all conditions are met as set forth in this Article.
4. The term “days” when used in this Article shall mean work days, which shall be defined as any day on which the administrative office of the Northeastern Educational Intermediate Unit are open for business.
5. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum. Failure to appeal the grievance at any step of the procedure within the prescribed time limit will make the grievance void, and the decision at the previous step shall be final. By mutual agreement, extensions to the time limits prescribed herein may be made at any step of the procedure.
6. All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than ten (10) days after the grievant knew or reasonably should have known of the occurrence. The failure to submit a written grievance within such period shall constitute a bar to further action thereon.

#### **C. Grievance Mediation**

As a supplement to the grievance procedure as provided in this contract, Grievance Mediation may be utilized if:

- a. The NEIU and the Association agree to present the disputed issue to the Pennsylvania Bureau of Mediation.
- b. Once both parties agree to mediate the dispute, all timelines as outlined in the Grievance Procedure as defined in Article 15 of the Collective Bargaining Agreement will be tabled.
- c. After the mediator hears both sides of the issue, attempts to mediate the dispute, makes a suggested recommendation for settlement which is unacceptable to either side, the grievance procedure may be resumed at the Step it was interrupted with the understanding that timeliness defenses shall not be raised by the other side.
- d. The recommendation of the mediator is inadmissible in any grievance/arbitration hearing.

#### **D. Grievance Steps**

##### **Level One**

The parties agree that a sincere attempt should be made to resolve any grievance on an oral basis prior to the ten (10) day limitation on the submission of the grievance in writing.

In the event the grievance is not resolved orally, the grievant or the Association representative may present the grievance in writing to the appropriate supervisor. Such written grievance shall contain a statement of the grievance and the remedy sought. The supervisor, following an informal hearing shall respond in writing to the grievance within seven (7) days after its presentation in writing.

### **Level Two**

If the alleged grievance is not satisfactorily resolved within ten (10) business days from the submission of it in writing at Level One, the Association may submit a copy of the grievance to the Executive Director within ten (10) business days after the decision at Level One or ten (10) business days after the presentation of the alleged grievance at Level One, whichever shall occur sooner. The representatives of the parties shall meet and attempt to settle the grievance.

### **Level Three**

If the Association is not satisfied with the disposition of the alleged grievance at Level Two, or if no decision has been rendered within ten (10) business days after submission of the alleged grievance at Level Two, the Association may within ten (10) business days after the decision at Level Two or ten (10) business days after the alleged grievance was submitted at Level Two, whichever is sooner, submit a copy of the grievance to the Board of Directors. Representatives of the parties shall meet in an attempt to settle the grievance.

### **Level Four**

Within ten (10) business days after a decision at Level Three, and if the Association is dissatisfied with that decision, or if no decision is rendered within thirty-five (35) business days of the alleged grievance submission at Level Three, the Association may submit the grievance to arbitration. The Association will request the Pennsylvania Bureau of Mediation to supply a list of seven (7) Arbitrators. The Association and the employer shall each strike one name alternately from the list until the remaining individual on the list will arbitrate the alleged grievance. The Arbitrator shall confer with the parties and promptly hold hearings, unless oral arguments have been waived in writing by both parties. The Arbitrator's decision shall be in writing and clearly set forth the issues, findings of fact, rationale and conclusions. Said decisions will be submitted to the Intermediate Unit Board and the Association. The Arbitrator shall be without power or authority to make any decision which requires either party to act in violation of the law or which is contrary to this Agreement.

All costs for the Arbitrator shall be borne equally by the employer and the Association. Any other expenses incurred, including all lost time as a result of this arbitration, shall be borne by the party incurring such costs.

**E. Miscellaneous Provisions**

1. All grievance activity above the oral stage of Step One shall be conducted outside the normal working day unless otherwise mutually agreed. Conferences and hearings shall be scheduled at a time and place which will afford a fair and a reasonable opportunity for all persons entitled to be present to attend, including witnesses. Grievance activity conducted during the normal workday by mutual agreement shall be without loss of pay to employees involved.
2. In the event any employee or the Association exercises any right of appeal to the court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this Article or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such an appeal is filed. In the event that the Court or agency defers to the grievance procedure, the grievance may subsequently be processed.
3. Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step.
4. By mutual agreement in appropriate cases, any step of the grievance procedure may be waived in writing to allow it to be processed at the next higher step.
5. Nothing in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction at any step prior to the issuance of the arbitrator's decision.
6. Class Grievance – If a grievance affects a class of employees the Association may submit such grievance in writing to the Executive Director or designee and the processing of such grievance shall be commenced to Level Two.

**ARTICLE 16**

**EMPLOYEE RIGHTS AND PRIVILEGES**

**1. Just Cause**

Employees shall not be subject to reprimand reduction in rank below the official certified rank of said employee, reduction in compensation or discharged without just cause. Any such action asserted by the Board or its representatives shall be subject to the Grievance Procedure as set forth in Article 15 of this Agreement. All information forming the basis for such procedure shall be made available to the bargaining unit employee or the Association. Nothing in this section shall limit the right of the employer to maintain discipline and normal

employee/employer relationship nor limit the right of the employer to reduce the staff because of reduction of enrollment or other purposes, including the suspension, withholding or curtailment of funds or programs operated in conjunction with the State or Federal government, or to remove individuals from temporary jobs or extracurricular activities so long as the procedure outlined in the Pennsylvania Code is followed. Nothing contained in this provision shall limit the right of the employer to remove an employee from a temporary supervisory position so long as his permanent position shall remain intact.

2. **New Employees**

All new employees shall be probationary employees for a period of ninety (90) working days. Such employees may, at any time prior to the expiration of said period, be terminated at the discretion of the employer. The provisions of this Article shall not be applicable to probationary employees, who shall have no seniority rights and are not subject to the grievance and arbitration procedure set forth in this Agreement. Upon completion of the probationary period, the employee shall acquire seniority status back to first date of employment.

3. **Required Meetings or Hearings**

Whenever any employee is required to appear before the Executive Director, concerning any matter which is reasonably expected to adversely affect the continuation of employee in his employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him and represent him during such meeting or interview.

4. **Suspension**

Any suspension of an employee pending charges shall be without pay. In the event the employee is ultimately reinstated by a court or administrative agency of competent jurisdiction, the reinstatement may be with or without back pay, as so directed by the court or agency.

**ARTICLE 17**

**ASSOCIATION RIGHTS AND PRIVILEGES**

A. **Bargaining Unit Activity**

All Bargaining Unit activity, meetings, communications, etc. shall be conducted outside the normal working day unless otherwise mutually agreed in writing.

**B. Data and Information**

The employer and Association maintain certain statistical and other data in which either party may have an interest. Some of this data is public record and some, such as, but not limited to personal records, must be considered confidential to an individual involved. Insofar as the requested information is not considered as confidential, the employer and the Association will cooperate with any reasonable request to supply public information. Standards governing the examination and duplication of information requested by either party shall be established by the Association and Executive Director.

**C. Released Time for Meetings**

Whenever, by mutual agreement, a representative of the Association or any bargaining unit member participates during the normal workday in grievance activity, conferences or meetings related to such proceedings, he or she shall suffer no loss of regular pay.

**D. Use of School Building**

The Association and its representatives shall be permitted to schedule meetings involving bargaining unit business in available portions of the schools provided such meetings do not interfere with instructional activity or other assigned duties. Written request for use of the building shall be submitted to the building supervisor not less than twenty-four hours in advance of the time and place of the meeting. Such requests shall be approved by the appropriate administrator provided the request is in compliance with the provisions of this Article. The Association shall pay any expenses, if any are required, occasioned by the use of the building after regular school hours.

**E. Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof, and the Association shall be held fully accountable for any equipment lost, stolen, destroyed, or damaged during the time said equipment is being used.

**F. Bulletin Boards**

The employer agrees to provide reasonable space on bulletin boards for the posting of notices and other materials related to Association business. The Association shall not post material derogatory toward any member of the staff, the administration or any member of the Board. The location of the bulletin boards shall be decided by the mutual agreement of the representative of the Association and the supervisor of said building. The Association shall also have the right to post notices and materials on the central

office bulletin board so long as its content complies with the provisions relating thereto as set forth in this Article.

**G. Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive agent of the bargaining unit members and to no other labor organization.

**ARTICLE 18**

**SENIORITY AND FURLOUGH**

1. NEIU seniority shall accrue for continuous service with the NEIU and for service in Special Education with the Lackawanna, Wayne or Susquehanna County School Boards prior to the creation of NEIU in 1971. Transfer from one classification to another does not constitute a break in service. Seniority for employees working part time shall be pro-rated. Seniority shall accrue from the date of most recent hire by the NEIU or the named County School Boards.
2. Seniority shall accrue during all periods of approved paid leave of absence. For periods of unpaid leave of absence of ten (10) days or more, seniority shall not accrue for any part or such periods of absence, however, accrued seniority will not be lost during these periods. Seniority shall not accrue during periods of furlough.
3. Upon the execution of this Agreement two (2) seniority lists shall be developed by the employer and given to the Association. One seniority list will be made up of Teachers' Assistants and the other seniority list shall be made up of secretarial/clerical employees. Said seniority lists shall govern in cases of ties or disputed seniority. Ties shall be broken by the drawing of names from a bowl by chance.
4. If the employer decides to abolish positions within the bargaining unit, and if, as a result, the services of one or more employees in a classification are no longer needed, the employer agrees to furlough said employees rather than terminate them. The employer further agrees that such furloughing of employees shall be effected on the basis of NEIU seniority in the classification affected. The least senior person in the classification affected will be the first person furloughed. It is specifically acknowledged by the Association that the provisions of Chapter 11 of the Public School Code of 1949, as amended, pertaining to the suspension of professional employees, are not applicable to or governing in this Agreement.
5. If any of the incumbents of the positions to be abolished are not to be furloughed due to their greater relative seniority, the employer shall transfer them to the



positions held by the employees to be furloughed. The positions to which transfers are made hereunder shall remain within the discretion of the employer.

6. Employees who are furloughed shall be entitled to reinstatement to any position within the bargaining unit to which they are qualified and which is vacated or created during the period of furlough; provided, that in the case of a vacancy, the NEIU has determined that it will fill said vacancy. In the event of multiple reinstatements, the positions to which individual reinstatements are made hereunder shall remain within the discretion of the employer.
7. Furloughed employees who are to be reinstated shall be reinstated in the reverse order of furlough. Furloughed employees shall be required to notify the NEIU annually of their availability for service. Employees who fail to so notify the NEIU shall there by forfeit any rights to reinstatement.
8. If a furloughed employee is offered reinstatement to a vacancy or newly created position of equal or greater duty time (*referring to full versus part time positions*) and refuses said reinstatement, the employee will forfeit any right to reinstatement provided herein and shall be deemed to have been terminated as of the date of the refusal. If a furloughed employee is offered reinstatement to a position of lesser duty time, the employee may refuse said offer without forfeiting any rights provided in this Article.

Acceptance of said offer will satisfy employer's obligations to the employee hereunder.

## **ARTICLE 19**

### **JOB POSTING**

1. Bargaining unit members will be notified of position openings within the bargaining unit during the school year and of newly created jobs, including those funded in whole or in part by or from sources other than the employer. Such notification shall be by NEIU email at least ten (10) days prior to the date the position is to be filled.
  - a. The administration reserves the right to utilize contracted agency personnel to fill position where there are no bargaining unit applicants or acceptable external candidates. These "unfilled" positions will remain open and available to bargaining unit members or qualified external candidates indefinitely until filled by Board of Directors appointment. Agency contracts will be terminated as soon as practical per the provisions of the "agency" agreement.

2. The posting or notification will list the position, qualifications and, if determined, salary range, as well as information on how to make application.
3. Selection of personnel to fill all vacancies and determination of qualifications shall remain the prerogative of the employer.
4. The provisions of this Article are subject to the provisions of Article 18 regarding the reinstatement of furloughed employees.
5. The employer has the sole right to determine if a vacancy exists. The Board retains the right to create or eliminate positions at its sole discretion.

## **ARTICLE 20**

### **TRANSFERS**

1. An employee has the right to request a transfer from one job classification to another, provided that the final decisions concerning all transfers shall remain within the discretion of the employer. An employee also has the right to confer with the Director of Business Affairs concerning any transfer. Following such conference, an employee who considers a denial of the requested transfer to be arbitrary or capricious, shall have the right to file a grievance.
2. The employer shall annually make available, in July, a list of known or anticipated vacancies for the beginning of the next school year. Such notification shall be via NEIU email accounts.
3. Final decisions concerning all transfers shall remain within the discretion of the employer, subject to the following:
  - (a) The employer shall acknowledge in writing receipt of transfer applications from employees. Transfer requests shall not supersede any part of Article 20, TRANSFERS found in this agreement. Transfer requests will be viewed with same consideration of all applications.
  - (b) All applications on file shall be given due consideration.
  - (c) In the event of multiple requests for transfer to the same vacancy at the beginning of a school year, the following factors will be considered in making the selection should a newly appointed employee not be selected; recent or prior work experience in the exceptionality, familiarity with the class or work location, constructive working relationships, other educationally relevant factors, and seniority as listed on the current seniority list.

4. The provisions of this Article are subject to the provisions of Articles 18 regarding the transfer of employees whose positions are being abolished and the reinstatement of furloughed employees.

## **ARTICLE 21**

### **MANAGEMENT RIGHTS**

1. The employer hereby reserves to itself the authority conferred upon it by law. Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.
2. It is understood and agreed that the employer has the exclusive right under the School Code to formulate, modify or approve employer policy. The employer with the advice of its management officials also retains the right to initiate policy proposals or amendments at its discretion.
3. It is understood and agreed that the employer at its sound discretion, possesses the right, in accordance with applicable law, to manage all operations of the Northeastern Educational Intermediate Unit including the direction and assignment of the working force and the right to plan, direct, and control all programs of the employer and the operation of all equipment and other property of the employer, except as expressly modified by this Agreement.
4. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the employer in the past.

## **ARTICLE 22**

### **NO STRIKE/NO LOCKOUT**

1. It is mutually agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.
2. Should a strike occur not authorized by the Association, the Association within twenty-four hours following a request by the employer shall:
  - (a) publicly disavow such action by the employees;

- (b) advise the employer in writing that such employee action has not been authorized or sanctioned by the Association;
  - (c) post notices on all bulletin boards advising employees that it disapproves of such action and instructing them to return to work immediately.
3. The employer reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provision of Section 1 of this Article.
  4. The employer will not engage in any lockout during the life of this Agreement.

### **ARTICLE 23**

#### **CONSTRUCTION**

The Association and the employer agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

### **ARTICLE 24**

#### **HEADINGS**

Any headings preceding the text of the several Articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

### **ARTICLE 25**

#### **WAIVERS**

The Employer and the Association acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire Agreement between the parties for the duration of the life of this Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement, except by mutual agreement of the parties in writing.

## **ARTICLE 26**

### **SEVERABILITY**

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States, or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions shall continue in effect.

## **ARTICLE 27**

### **~~FAIR SHARE~~**

~~Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided by Act 84 of 1988.~~

~~The Intermediate Unit and the Association agree to comply with all provisions of said law.~~

~~The Association (PSEA) agrees to indemnify and otherwise hold the Intermediate Unit harmless from any judgements in connection with any claims, demands, suits filed or alleged against the Intermediate Unit in connection with its compliance with Act 84.~~

## **ARTICLE 28**

### **EARLY INTERVENTION CONTINUATION PROGRAM**

Within the parameters of the respective building work day and approved calendar, teacher assistant and secretarial/clerical staff will work the-schedule-assigned by the early intervention supervisor or designee.

## **ARTICLE 29**

### **ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Employer and the Association, and there are no agreements, conditions or understanding, either oral or written, other than as set forth herein. It is further agreed that no amendment, change, modification or addition to this Agreement shall be binding upon either party hereto unless reduced to writing and signed by both of the parties.

**ARTICLE 30**

**TERM OF AGREEMENT**

This Agreement shall be effective on July 1, 2021, and shall continue in full force and effect through June 30, 2024. Negotiations for a successor agreement shall commence in accordance with the provisions of the Public Employees Relations Act.

*IN WITNESS WHEREOF* the Association and the Board have executed this Agreement this \_\_\_\_\_, 2021.

ASSOCIATION OF SPECIAL EDUCATION  
TEACHERS' ASSISTANTS and  
SECRETARIAL/CLERICAL EMPLOYEES  
of NEIU #19

NORTHEASTERN EDUCATIONAL  
INTERMEDIATE UNIT #19  
BOARD OF DIRECTORS

By: \_\_\_\_\_  
*President*

By: \_\_\_\_\_  
*President*

By: \_\_\_\_\_  
*Secretary*

By: \_\_\_\_\_  
*Secretary*

## EXHIBIT A – NEIU HEALTH INSURANCE PLAN SUMMARY

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

Benefit	Network	Out-of-Network
<b>General Provisions</b>		
Benefit Period(1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$500	\$1,000
Family	\$750	\$1,500
Plan Pays – payment based on the plan allowance	100% after deductible	70% after deductible
Out-of-Pocket Limit (Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$7,500
Family	None	\$15,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only)(2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$6,850	Not Applicable
Family	\$13,700	Not Applicable
<b>Office/Clinic/Urgent Care Visits</b>		
Retail Clinic Visits & Virtual Visits	\$20 copay after deductible	70% after deductible
Primary Care Provider Office Visits & Virtual Visits	\$20 copay after deductible	70% after deductible
Specialist Office & Virtual Visits	\$40 copay after deductible	70% after deductible
Virtual Visit Originating Site Fee	100% after deductible	70% after deductible
Urgent Care Center Visits	\$25 copay after deductible	70% after deductible
Telemedicine Services(3)	100% after \$15 copay	Not Covered
<b>Preventive Care(4)</b>		
Routine Adult Physical exams	100%	70% after deductible
Adult immunizations	100%	70% after deductible
Colorectal cancer screening	100%	70% (deductible does not apply)
Routine gynecological exams, including a Pap Test	100%	70% (deductible does not apply)
Mammograms, annual routine	100%	70% (deductible does not apply)
Mammograms, medically necessary	100%	70% (deductible does not apply)
Diagnostic services and procedures	100%	70% (deductible does not apply)
Routine Pediatric Physical exams	100%	70%(deductible does not apply)
Pediatric immunizations	100%	70% (deductible does not apply)
Diagnostic services and procedures	100%	70% (deductible does not apply)
<b>Emergency Services</b>		
Emergency Room Services	\$300 copay (waived if admitted)	
Ambulance – Emergency	100% (Non-Preferred deductible does not apply)	
Ambulance – Non-Emergency	100% after deductible	70% after deductible
<b>Hospital and Medical/Surgical Expenses (including maternity)</b>		
Hospital Inpatient	100% after deductible	70% after deductible
Hospital Outpatient	100% after deductible	70% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	70% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	100% after deductible	70% after deductible
<b>Therapy and Rehabilitation Services</b>		
Physical Medicine	\$40 copay after deductible	70% after deductible
	Limit: 20 visits/benefit period	
Respiratory Therapy	100% after deductible	70% after deductible
Speech & Occupational Therapy	\$40 copay after deductible	70% after deductible
	Limit: 12 visits per therapy/benefit period	

Benefit	Network	Out-of-Network
<b>Therapy and Rehabilitation Services (cont.)</b>		
Spinal Manipulations	\$40 copay after deductible Limit: 12 visits/benefit period	70% after deductible
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	70% after deductible
<b>Mental Health/Substance Abuse</b>		
Inpatient	100% after deductible	70% after deductible
Inpatient Detoxification/Rehabilitation	100% after deductible	70% after deductible
Outpatient (includes virtual behavioral health visits)	\$20 copay after deductible	70% after deductible
<b>Other Services</b>		
Allergy Extracts and Injections	100% after deductible	70% after deductible
Autism Spectrum Disorder including Applied Behavior Analysis	Not Covered	Not Covered
Assisted Fertilization Procedures – limited to artificial insemination – 3 attempts/lifetime	100% after deductible	70% after deductible
Dental Services Related to Accidental Injury	100% after deductible	70% after deductible
Diagnostic Services Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	70% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	70% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	70% after deductible
Home Health Care	\$40 copay after deductible	7% after deductible
Hospice	100% after deductible	70% after deductible
Infertility Testing	100% after deductible	70% after deductible
Private Duty Nursing	Not Covered	Not Covered
Skilled Nursing Facility Care	100% after deductible	70% after deductible
	Limit: 60 days/benefit period	
Transplant Services	100% after deductible	70% after deductible
Precertification Requirements(5)	Yes	
<b>Prescription Drugs</b>		
Prescription Drug Deductible		
Individual	None	
Family	None	
Prescription Drug Program(6) Soft Mandatory Generic Defined by the National Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered. Your plan uses the Comprehensive Formulary with an Incentive Benefit Design.	<b>Retail Drugs (31/60/90-day Supply)</b> \$0 low cost generic copay \$10 standard generic copay \$40 formulary brand copay \$80 non-formulary brand copay	
	<b>Maintenance Drugs through Mail Order (90-day Supply)</b> \$0 low cost generic copay \$25 standard generic copay \$80 formulary brand copay \$150 non-formulary brand copay	



**\*\*This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.**

- (1) Your group's benefit period is based on a Calendar Year. The Calendar Year is a consecutive 12-month period beginning on your employer's effective date. Contact your employer to determine the effective date applicable to your program.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense. Effective with plan years beginning on or after January 1, 2016, the TMOOP cannot exceed \$6,850 for individual and \$13,700 for two or more persons.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by a carrier approved telemedicine provider. Virtual Behavioral health visits provided by a Highmark carrier approved telemedicine provider are eligible under Outpatient Mental Health/Substance Abuse benefit.
- (4) Services are limited to those listed on the carrier's Preventive Schedule (Women's Health Preventive Schedule may apply). Gender, age and frequency limits may apply.
- (5) The carrier Medical Management & Policy (MM&P) department must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity- related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (6) The formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the carrier's Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copay or coinsurance amounts listed above. Under the soft mandatory generic provision, you are responsible for the payment differential when a generic drug is authorized by your provider and you purchase a brand name drug. Your payment is the price difference between the brand name drug and generic drug in addition to the brand name drug copay or coinsurance amounts, which may apply.