

AGREEMENT BETWEEN

The Board of School Directors
Of the
Central York School District

AND

Central York Educational Support
Personnel Association
ESPA/PSEA/NEA

July 1, 2018
through
June 30, 2022

AGREEMENT
BETWEEN
THE BOARD OF SCHOOL DIRECTORS
of the
CENTRAL YORK SCHOOL DISTRICT
and
CENTRAL YORK EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
ESPA/PSEA/NEA

2018-2022

Agreement made and entered into by and between the Board of Directors of the Central York School District and the Central York Educational Support Personnel Association.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals this 12th day of November, 2018.

President, Central York Educational
Support Personnel Association

Attested:

Secretary, Central York Educational
Support Personnel Association

President, Central York School District
Board of Directors

Attested:

Secretary, Central York School District
Board of Directors

ARTICLE I - RECOGNITION

The Central York Educational Support Personnel Association/ESPA/PSEA/NEA, hereafter called the Association, is hereby recognized by the Central York School District, hereafter called the Employer, as the exclusive bargaining representative for the full-time and regular part-time nonprofessional employees including but not limited to custodial employees, maintenance employees, assistants, clerical workers, secretaries, technology support specialists, and cafeteria employees; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act, operating under rules and regulations of the Central York School District.

ARTICLE II - DURATION

Except as otherwise provided herein, the provisions of this Agreement shall become effective on July 1, 2018, and shall continue in effect until June 30, 2022.

ARTICLE III - LOCKOUT AND STRIKE PROHIBITION

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

ARTICLE IV - GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of alleged grievances arising out of the interpretation of the terms of this Agreement is appropriate and therefore provide for the following grievance procedure:

A.

Step I-A: Informal. Person or persons initiating the alleged grievance may discuss the alleged grievance with their immediate supervisor within fifteen (15) working days after its occurrence in an attempt to resolve the matter informally at this level.

Step I-B: Formal. If, as a result of Step I-A, the matter is not resolved satisfactorily, or if the person or persons do not wish to utilize Step I-A, the person or persons initiating the alleged grievance shall present the alleged grievance, in writing and on a form provided by the employer, to their immediate supervisor within ten (10) working days after its occurrence.

The immediate supervisor shall reply in writing to the alleged grievance within five (5) working days after the initial presentation of the alleged grievance.

Step II: If the action in Step I-B fails to resolve the alleged grievance to the satisfaction of the affected parties, the alleged grievance shall be referred to the Superintendent within five (5) working days.

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

Step IV: If the action in Step III fails to resolve the alleged grievance to the satisfaction of the Association, the alleged grievance may be referred to binding arbitration as provided in Section 903 of Act 195.

If the alleged grievance fails to meet the criteria of Section 903 of Act 195, the decision of the Board of School Directors in Step IV shall be final.

Working days, as defined in the Grievance Procedure, shall mean weekdays, excluding Saturday, Sunday and scheduled holidays.

ARTICLE V - DISCHARGE, DEMOTION AND SUSPENSION

A. The Employer shall not discharge, demote or suspend any employee without just cause; just cause shall include, but not be limited to, immorality, incompetence, intemperance, cruelty, persistent negligence, mental derangement, willful violation of local, state or federal laws, or insubordination. An employee with or without his representative may appeal a discharge, demotion or suspension directly to the Superintendent; if the employee is not satisfied with the resolution of the appeal of the discharge, demotion or suspension by the Superintendent, such resolution may then be appealed to the Board of School Directors.

B. During the period of the appeal of a discharge, demotion or suspension without pay, the earnings of an employee shall accrue and should the charges against him be dismissed and/or the period of suspension without pay reduced, any accrued earnings shall be paid to said employee.

C. Every new employee shall be subject to a probationary period of 60 working days, and the provision of Article IV, Section A, shall not be applicable during this period.

ARTICLE VI - SICK LEAVE OR DISABILITY LEAVE

A. Sick Leave Days: Employees shall earn one (1) day of sick leave for each full month of service, including any period of paid (but not unpaid) leave of absence. Six (6) such days shall be credited to each employee as of July 1 and January 1 of each year. For employees scheduled for less than twelve (12) months work, their sick days balance shall be credited January 1 of each year. New employees shall be credited with sick leave, on a prorated basis, on the first day of the month following their employment. Upon termination of employment for any reason, the employee's sick leave account shall be adjusted to reflect actual leave earned; in the

event an employee has used any sick leave which was not earned, compensation for such leave shall be deducted from the employee's last pay. Unused sick leave shall accumulate annually without limitation.

B. Notification of Accumulated Sick Leave: The employer shall annually provide each employee with a written accounting of accumulated sick leave.

C. Leave of Absence for Sickness or Disability: An employee who is certified by the Employer's medical examiner as being unable to work because of personal illness or disability and who has exhausted all available sick leave shall be granted a leave of absence without pay for the duration of such illness or disability or for one (1) year, whichever is less. No employee benefits, with the exception of seniority, shall accrue or continue in effect while said employee is on leave of absence for sickness or disability. The Employer is not required to grant a leave of absence nor grant payment of sick leave to an employee whose illness or disability is the result of said employee being engaged in remunerative work unrelated to school district duties.

D. Certificate of Sickness: A "Physician's Certificate of Illness or Injury" form, provided by the employer, will be required for all days of absence due to sickness for an absence of three (3) or more consecutive work days. The employer may require such a Certificate for less than three (3) consecutive days of absence if the employer believes the employee is abusing sick leave. This Certificate completed by a physician, will certify that the employee was unable to perform his or her duty during the period of absence, as authorized by Section 1154 of the school Code. If such Certificate is not filed within five (5) days after returning to work following the sickness, a payroll deduction will be made equal to the number of days missed.

E. Reporting Absence From Work: The procedure for requesting sick leave shall be established before the opening in-service and shall be clearly communicated, in writing, to all staff before the first instructional day. Changes in this procedure shall be similarly communicated in a timely manner.

F. Job Related Disability: An employee who sustains an injury resulting directly from employment with the Employer, as a result of which he is disabled, if so determined by a decision issued under the operation of the Worker's Compensation program, shall be paid the difference between the benefits to which he is entitled under Worker's Compensation and his regular salary for a period of one (1) year or for the duration of said disability, whichever is less, up to a maximum of \$5,600, after which any such difference may, at the employee's discretion, be charged against sick leave on a prorated basis. No sick leave shall accrue while an employee is on Worker's Compensation.

G. Regular Part-time Employees: For regular part-time employees, a "day" of sick leave, for purposes of paragraph A above, shall mean an equivalent work day based upon the work schedule in effect at the time the leave is earned; that is, an employee who regularly works four (4) hours per day earns one four (4) hour day of sick leave per month. Similarly, if such an employee's work schedule is subsequently changed, any accumulated sick leave shall be prorated in accordance with the new work schedule; that is, an employee who had worked four (4) hours per day for nine (9) months would have earned nine (9) four (4) hour days of sick leave or the equivalent of thirty-six (36) hours. If this employee begins working six (6) hour workdays, the accumulated sick leave would convert to six 6-hour days of sick leave.

H. Family Illness: Support staff employees may use up to the number of sick days they receive for the year (as defined in Article VI, Section A) as family illness leave. Family illness leave will be granted for illness, accident or serious medical crisis (including major surgery), involving a member of the employee's immediate household, a parent or dependent child of the employee who lives outside the household. Where two people from the same family are employed by the Employer, only one employee may use family illness leave on any one day. The procedure for reporting off work shall be the same as that used when reporting off for the employee's personal use of sick leave. Family illness leave may not be taken in partial days unless an employee is unexpectedly called away from work due to family illness as defined by this paragraph.

I. Sick Leave Bank: The voluntary sick leave bank for members of the ESPA bargaining unit became effective January 1, 2013. Copies of the policy are available from the Association or Human Resources.

ARTICLE VII: TEMPORARY LEAVES

A. Personal Leave: Each employee shall be entitled to three (3) days of personal leave each year with no loss of pay. Employees may accumulate and carry forward to the next year a maximum of three (3) personal leave days such that they can accrue, at any one time, a total of six (6) such days. For regular part-time employees, a "day" of personal leave shall mean an equivalent work day based upon the work schedule in effect at the time the leave is earned; in the event of a change in schedule, any accumulated personal leave shall be pro-rated in the same way as sick leave, set forth in Article VI, paragraph G above. Personal leave shall be subject to the following limitations:

1. Employees must give notice at least one (1) week in advance of the intention to use one (1) or two (2) consecutive days of personal leave and at least one (1) month in advance of the intention to use three (3), four (4), five (5) or six (6) days of such leave. Notice shall be given to the immediate supervisor.

2. Personal leave will not be granted five (5) days prior to nor five (5) work days following the first pupil day or the last pupil day of the school term.

3. On work days when students are in attendance, no more than three (3) employees may be absent on the same day due to use of personal leave.

4. On work days when students are not scheduled to attend, no more than six (6) employees may be absent on the same day due to use of personal leave.

5. Requests for personal leave will be honored on a "first come, first approval" basis, subject to the foregoing restrictions.

If the personal leave request is of an emergency nature, limitations 1, 2, 3, and 4 listed above may be waived. Examples of personal leave days of an emergency nature are:

1. Serious illness in the family.
2. To extend Bereavement leave.
3. Urgent reasons that cannot be taken care of at another time and are of an unexpected nature.
4. Illness in cases where employees have exceeded sick leave benefits.

B. Legal Leaves: Employees may be granted leave necessary for appearance at any legal proceeding arising from their employment with the district.

C. Bereavement Leave:

1. Employees may be absent from work without loss of pay for up to three (3) days because of death in the immediate family. The immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, son-in-law, daughter-in-law, or near relative who resides in the same household, or any person with whom the employee has made his home.

2. An employee may be absent on the day of the funeral of a near relative without loss of pay. A near relative is defined as a step-parent, step-child, step-sibling, first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

D. Jury Duty: Employees who are called for jury duty shall present evidence of such call to their immediate supervisor; employees shall be paid their regular wages while serving as jurors. Employees shall submit to the Business Office any payment received for jury duty, after deduction of any unreimbursed expenses which are documented with receipts.

E. Temporary Military Leave: Temporary leave will be granted to employees called into active duty with any unit of the U.S. Reserves or the Pennsylvania National Guard without pay.

F. Disability/Child Rearing Leave: Leave will be provided in accordance with the policy of the Board of School Directors.

G. Association Leave: One or more employees, as designated by the Association, shall be permitted to attend conferences, workshops or conventions of the PSEA and/or NEA for an aggregate of fifteen (15) work days without loss of pay, provided the Association reimburses the Employer for the prevailing cost of providing substitute employees for those days. No one employee may be absent for more than three (3) days for this purpose during any school year, with the exception of the President and Vice-President, who may be absent no more than five (5) days for this purpose during any school year.

ARTICLE VIII – HEALTH/LIFE BENEFITS

A. Health Benefits: Effective as of January 1, 2019, the PPO Plan (as to which a Summary Plan Description is attached as Appendix B-1) shall be discontinued. The Employer will then begin to provide, in cooperation with its employees, a Qualified High-Deductible Health Plan (QHDHP). For all regular full-time employees and for part-time employees who are regularly scheduled to work at least thirty (30) hours per week and at least nine (9) months per year. A Summary Plan Description for this QHDHP plan is attached as Appendix B-2, covering the period from January 1, 2019 through June 30, 2022.

B. Dental: The employer will provide, in cooperation with the employees, a program of dental benefits for all regular full-time employees and for part-time employees who are regularly scheduled to work at least thirty (30) hours per week and at least nine (9) months per year, and their dependents identical to those set forth in the Central York School District Plan of the Trust. The benefits shall include Basic, Supplemental Basic and Periodontal Coverage.

C. Life: The Employer will provide for group term life insurance with accidental death and dismemberment (A.D. & D.) benefits to employees in the amount of one-time Annual Salary rounded to the next highest \$1,000.

D. Employee Contribution: Employees enrolled in the plans set forth in Sections A and B shall contribute, on a monthly basis, via payroll deduction from each pay, a portion of the total cost of those benefits, as determined annually. Effective July 1, 2018 through June 30, 2022, each employee who desires the coverage set forth in Sections A and B shall contribute, via payroll deduction, ten (10%) percent of the cost for the specific level of coverage (single, employee and child, employee and children, spouse (eligible for other coverage), spouse (ineligible for other coverage)).

E. HEALTH SAVINGS ACCOUNTS

(1) Health Savings Account (HSA) funds may be used for the deductible and any qualified unreimbursed medical, dental, or vision expenses in compliance with applicable law. Effective January 1, 2019, for any employee electing coverage under the QHDHP plan, it is anticipated that the Employer will make contributions to each employee's Health Savings Account within fifteen (15) days of the dates indicated below, based on a \$1,500 individual or \$3,000 employee plus dependent(s) deductible amount:

January 1, 2019 - \$1350 individual or \$2700 employee plus dependent(s)
January 1, 2020 - \$800 individual or \$1,600 employee plus dependent(s)
September 1, 2020 - \$400 individual or \$800 employee plus dependent(s)
January 1, 2021 - \$700 individual or \$1,400 employee plus dependent(s)
September 1, 2021 - \$350 individual or \$700 employee plus dependent(s)
January 1, 2022 - \$700 individual or \$1,400 employee plus dependent(s)
September 1, 2022 - \$350 individual or \$700 employee plus dependent(s)

(2) If the IRS changes the minimum deductible requirements for the QHDHP, the Employer will make HSA contributions equivalent to 90% of the minimum deductible amount in 2019, 80% of the minimum deductible amount in 2020, and 70% of the minimum deductible amount in 2021 and 2022, respectively.

(3) Newly hired employees will receive, in their first year of employment only, a total contribution to their Health Savings Accounts in the amount of 90% of the deductible amount in place at the time of their hire. If possible, this will occur on the same schedule of distribution as indicated above. This contribution will cover only the respective calendar year in which the employee is hired: 2019, 2020, 2021, or 2022.

(4) In addition to the Employer contributions listed above, employee contributions may be made into an employee's HSA at any time during the plan year via district payroll deductions, in-person deposits with the HSA account administrator, or via other means. Consult IRS Publication 969 for complete details on annual contributions, qualifying for an HSA, etc. at www.irs.gov.

(5) Any employee that moves from individual coverage to employee plus dependent(s) coverage as a result of a qualifying event will receive an additional prorated employer contribution into his or her Health Savings Account. Any employee that moves from employee plus dependent(s) to individual coverage as a result of a qualifying event will not lose any of the employer contribution into his or her Health Savings Account as once funds have been deposited into an account, they become the possession of the employee.

(6) If an eligible employee participating in the QHDHP does not meet the criteria for an HSA due to enrollment in Medicare, coverage in a non-qualified health plan, coverage under a spouse's employer-sponsored full-purpose FSA or full-purpose HRA, participation in Tri-Care, or the employee is considered a tax dependent of another, said employee will receive either taxable payment by the Employer on the same January 1 / September 1 schedule as detailed above, or may opt to have those amounts contributed to a 403(b).

(7) If an eligible employee participating in the QHDHP also wishes to participate in a health flexible spending account, he/she will be eligible to participate in only a limited purpose flexible spending account to cover unreimbursed dental and vision expenses only. Said eligible employee participating in the QHDHP, however, may participate in a dependent care flexible spending account to cover eligible child care and elder care expenses to the maximum extent permitted by law.

F. HEALTH COVERAGE FOR SPOUSES

a. Spouses of employees who are employed or self-employed and are eligible to obtain health coverage through that employment or self-employment can be covered

by the District's plan but at increased rates of contribution by the employee, in addition to the ten (10%) percent contribution provided in Section D above. The additional amount of contribution shall be \$125.00 per month through December 31, 2018. Effective January 1, 2019, the additional amount of contribution shall be \$250.00 per month for the duration of the Agreement.

b. Spouses who are not employed or self-employed or who are employed or self-employed but not eligible for health coverage through that employment or self-employment shall, along with the employee, complete and sign an Affidavit confirming that the spouse is either: (a) not employed or self-employed; or (b) employed or self-employed by an identified entity but not eligible for health benefits provided by that entity. The Affidavit shall include authorization for the District to verify any information provided in the Affidavit. The form of Affidavit is attached hereto as Appendix B-3.

c. Provided that it is consistent with applicable Internal Revenue Code and Regulations, said employee contributions shall be deducted from pay prior to withholding of Federal income tax.

G. EXCISE TAX AVOIDANCE

The parties agree that under no circumstances shall the District have an obligation to provide a plan of health benefits that would subject such plan to the Excise or "Cadillac" Tax provisions of the Patient Protection and Affordable Care Act (hereinafter "ACA".) In the event the District's actuarial consulting firm determines that the District may be subject to such provisions at a future date, the parties shall meet within thirty (30) days of such determination and negotiate plan design changes to the plan or plans then in effect, so as to avoid application of the Excise Tax. In the event the parties are unable to reach agreement on plan design changes necessary to avoid liability for the Excise Tax, the employees who are receiving health benefits that are subject to the Excise Tax shall bear the cost of such tax via payroll deduction.

ARTICLE IX - PAID HOLIDAYS, VACATIONS, RETIREMENT ALLOWANCE

A. Paid Holidays: Regular full-time employees and part-time employees who are regularly scheduled to work at least twenty (20) hours per week for 12 months of the year will be granted the following holidays with pay if the holiday falls on a weekday:

- New Year's Day (January 1)
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Thanksgiving Holiday (Fourth Friday in November)
- Day preceding Christmas (December 24)
- Christmas Day (December 25)
- Day preceding New Year's Day (December 31)

Additional Holiday determined by Employer as follows:

2018 – 2019: July 3, 2018
2019 – 2020: July 5, 2019
2020 – 2021: July 2, 2020
2021 – 2022: July 6, 2021

In the event any holiday stated above falls on a Saturday or Sunday, the preceding Friday or following Monday will be granted as a holiday at the discretion of the Superintendent or the Superintendent's designee.

Regular full-time employees and part-time employees who are regularly scheduled to work at least twenty (20) hours per week for 11 months (225 days) of the year will be granted the following holidays, subject to the other provisions set forth above: Thanksgiving Day, Thanksgiving Holiday (Fourth Friday in November), Day preceding Christmas, Christmas Day and New Year's Day.

Part-time employees who are not regularly scheduled to work at least twenty (20) hours per week and twelve (12) months per year shall be granted the following holidays, subject to the other provisions set forth above: Thanksgiving Day and Christmas Day.

B. Vacations:

1. Twelve-month employees who are regularly scheduled to work at least twenty (20) hours per week, having completed one (1) year of service in Central York School District, but less than seven (7) years of service, are entitled to ten (10) days of vacation with pay. Such employees with less than one (1) year of service will receive prorated vacation time, which shall be scheduled during the summer when school is not in session.

2. Such employees having completed seven (7) years but less than twelve (12) years of service in Central York School District are entitled to fifteen (15) days of vacation with pay.

3. Such employees shall receive an additional day of vacation for each complete year of service starting with the twelfth year as follows:

Year	Days of Vacation
12	16
13	17
14	18
15	19
16	20

4. Vacation time is predicated upon the completion of school year (s) during which it is earned.

5. Vacations may be requested throughout the school year (July 1 through June 30), but in no event may vacation be held over beyond each school year.

6. Any employee who is laid off or retires (and, if retiring, is eligible for superannuation retirement benefits under the Public School Employees Retirement System) shall receive prorated vacation time if the layoff or retirement occurs during the school year as defined above.

7. Employees entitled to ten (10) vacation days shall schedule at least five (5) of those days during the summer when school is not in session; and employees entitled to fifteen (15) or more vacation days shall schedule at least (10) of those days during the summer when school is not in session.

8. The appropriate administrator's recommendation and the Superintendent's approval shall be required for the scheduling of all vacation time.

C. Retirement Allowance for Unused Sick Leave: All regularly scheduled employees who retire from the district, after at least ten (10) years of service, shall be entitled to an allowance of thirty-two (\$32.00) dollars per day, subject to a maximum of one hundred forty (140) days (i.e., a maximum of \$4,480.00). The payment will be made to the employee at the first regular pay period following retirement. Retirement allowance for unused sick leave shall only be paid if the employee meets the requirements for retirement benefits as defined in the Public School Employees' Retirement System.

D. Continuation of Health Benefits: An employee who retires after twenty-five (25) or more years of service with the employer, shall be entitled to health benefits pursuant to Article VIII, Section A hereof (for the employee only--no dependent coverage) for one (1) years from the effective date of retirement. The cost of such benefits shall be paid by the employer except for any amount as to which the retired employee is eligible for reimbursement pursuant to the PSERS Health Insurance Premium Assistance Program (HIPAP).

ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT

A. Request for Transfer: Requests by an employee for transfer to a different building or classification shall be made in writing, one copy of which shall be filed with the Association. The request shall set forth the reasons for transfer, the school or position sought, and the applicant's qualifications. Employees requesting transfer who have the ability to perform the work will be considered for the position.

B. Involuntary Transfer: No involuntary transfer of any employee from one classification to another shall be made by the Employer.

C. Seniority: Seniority is defined as the length of continuous service from the date of hiring. Seniority shall not be interrupted by a lay-off or furlough for two (2) years, provided the employee returned to work within five (5) days of notification to return to work. No benefits, other than seniority, will accrue or continue while on lay-off or furlough.

D. Lay-Off or Furloughs: Should a lay-off or furlough be necessary they shall be made in the inverse order of seniority within the employee's classification. Employees affected by lay-off or furlough who have the requisite seniority will have the right to bump back to positions or classifications previously held. Employees affected by lay-offs or furlough will be recalled to fill any vacancies within their classification within two (2) years of the date of lay-off.

E. Mileage Reimbursement: Employees who are required to use their private automobile to travel from school to school within the District shall be reimbursed at the rate established, from time to time, by the Internal Revenue Service. The employees shall complete the forms required by the Business Manager, and only administratively authorized travel shall be reimbursed.

Requests for reimbursement for travel allowance must be received by the Business Manager on or before the first day of the month for payment to occur within thirty (30) days.

F. Posting of Vacancies: All vacancies shall be posted at least ten (10) days prior to being filled. Posting shall be accomplished by the Employer providing the Association President with twelve (12) copies of the vacancy announcement. Interested and qualified employees may apply and will be granted an interview. All decisions with respect to filling any such positions rest solely with the Board of School Directors and are not subject to the grievance procedure. All employed applicants shall be notified when a position is filled. Any employee who applies and is not selected for a particular vacancy may request an explanation as to why he or she was not selected.

G. Pay Periods:

1. Employees who were regularly scheduled to work forty (40) hours per week for twelve (12) months of the year prior to July 1, 2000 shall receive their salary in twenty-four (24) semi-monthly pay periods during the fiscal year (July 1 - June 30), on the 15th and last day of each month. Any regular pay day that falls on a Saturday, Sunday or holiday will be made on the preceding work day.

2. All other employees shall receive their wages on the same pay day as set forth above, however, compensation received on the 15th of the month shall reflect compensable hours from the 16th through the end of the preceding month; compensation received on the last day of the month shall reflect compensable hours from the 1st through the 15th of that month.

H. Subcontracting: During the term of this Agreement, the Employer shall not subcontract any work performed by members of the bargaining unit so as to result in the lay-off of any bargaining unit member, unless the Employer first negotiates such proposed subcontracting with the Association's certified representative. While the Employer shall negotiate in good faith, this provision shall not be construed to prohibit subcontracting or to require the Employer to accept any counterproposal that may be offered by the Association.

I. Mentor Program Committee: A committee will be established, made up of equal members from the bargaining unit and the Board, to study/discuss the need for a mentoring program for newly hired support staff, with the intent to create a proposal for an agreed upon program to begin in the 2019-2020 school year.

ARTICLE XI - PROVISION FOR WAGES AND HOURS

A. Salary: See Appendix A

B. Application of Schedules:

1. The parties agree that the salaries to be affected by this Agreement are accurately reflected in Appendix A, made part of this Agreement, and that the schedules of salaries, set forth in Appendix A, shall be the schedules which shall remain in force for the period of this Agreement. These schedules (Appendix A) set forth the salaries to be paid to all employees for the 2018-2019 through 2021-2022 school years.

2. An employee's annual salary shall be established by multiplying the appropriate hourly rate set forth in Appendix A by 2,080 hours. Employees who are regularly scheduled to work other than forty (40) hours per week for twelve (12) months of the year shall be compensated on the basis of the hourly rate set forth in Appendix A times the number of compensable hours during a given pay period.

3. Step placement shall be based on years of service recognized by the Employer.

4. Effective July 1 of each school year, an employee shall advance one (1) step on the salary schedule until the maximum step is reached in the particular classification, provided that employee was employed in a position covered by this agreement as of the proceeding December 31.

5. A newly hired employee shall be initially placed on the salary schedule at a step level mutually agreed between the employer and such employee.

6. The work week will begin at 12:01 AM on Monday and end at 12:00 midnight Sunday.

7. Regular part-time employees offered an increase in hours to fill a permanent vacancy will be paid their regular rate of pay for the additional hours.

8. Employees temporarily assigned by the District to perform Head Custodial duties for a period exceeding five (5) working days will be paid the Head Custodial rate at their step on the salary schedule beginning with day six (6) and continuing until the District reassigns the employee to their regular position.

9. Any cafeteria employee who works five (5) consecutive days or more per month at a classification higher than the one assigned will be paid at a Class 4 rate for the time worked in that position.

C. Overtime:

1. All work authorized to be performed in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be compensated at one and one-half times the employee's hourly rate. In the alternative, the employee may, with the approval of the immediate supervisor, elect compensatory time, calculated at one and one-half times the excess hours worked; such compensatory time must be used within the current or the next pay period.

2. All work authorized to be performed on a Sunday shall be compensated at two times the employee's hourly rate, except for snow removal or other emergency work required to open schools on Monday.

3. All work authorized to be performed on a paid holiday (as listed in Article IX A) shall be compensated at one and one-half times the employee's hourly rate plus the holiday pay.

4. A minimum of two (2) hours overtime shall be paid to any employee called to report for work but shall not apply to an extension of the regular work day.

D. Call In: Employees who are directed to report to work before their normal starting time due to circumstances that cannot be scheduled (eg. snow removal) shall be permitted to work until their normal quitting time and will be compensated in accordance with Article XI, Section C for any overtime hours. In the alternative, with the approval of the immediate supervisor, the employee may leave after completing eight (8) hours of work. As a matter of clarification, mutual agreement is not required for the Employer to change the employee's schedule with advance notice.

ARTICLE XII - MEMBERSHIP DUES DEDUCTIONS

A. Deduction from Salary: The Employer agrees to deduct dues from the salaries of members of the Association as authorized by said members and transmit monies by check promptly to the Treasurer of the Association.

B. List Supplied to the Board of School Directors: The Association will provide the Board with a list of those employees who have authorized the Employer to deduct dues for the Association in Paragraph A above.

C. Authorization Cards: (Sample Authorization Card follows)

PAYROLL DEDUCTION AUTHORIZATION CARD	
This is to authorize monthly dues deductions from my pay for dues to the Central York Educational Support Personnel Association, ESPA/PSEA/NEA. This authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement in effect on this date.	
_____ DATE	_____ SIGNATURE

ARTICLE XIII - MAINTENANCE OF MEMBERSHIP

The Employer agrees that all employees who are presently members of the Association shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection 18 of the Public Employee Relations Act, Act 195.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

A. Separability: If any provision of the Agreement is held to be invalid, illegal or unconstitutional, such invalidity, illegality or unconstitutionality shall not affect the remaining provisions of this Agreement.

B. Printing of the Agreement: Copies of this Agreement shall be prepared after the Agreement is signed. The expenses for the printing of the Agreement will be paid by the Employer and the Association equally.

A list of new employees employed by the Employer will be furnished to the secretary of the Association by June 30 of each year, with an update as warranted. An Agreement shall be presented to all employees now employed and hereafter employed during the term of this Agreement by the Employer.

APPENDIX A

2018-2019 Salary Schedule Appendix A-1

STEP	Class 1	Class 2	Class 3	Class 4	Class - Head Cook 10-18	Class - Head Cook 19+
1	\$10.21	\$10.68	\$12.61	\$15.32	\$15.60	\$15.88
2	\$10.56	\$11.03	\$12.96	\$15.67	\$15.95	\$16.23
3	\$10.91	\$11.38	\$13.31	\$16.06	\$16.34	\$16.62
4	\$11.41	\$11.88	\$13.72	\$16.41	\$16.69	\$16.97
5	\$11.91	\$12.38	\$14.13	\$16.76	\$17.04	\$17.32
6	\$12.42	\$12.89	\$14.55	\$17.11	\$17.39	\$17.67
7	\$12.93	\$13.40	\$14.95	\$17.47	\$17.75	\$18.03
8	\$13.44	\$13.91	\$15.36	\$17.82	\$18.10	\$18.38
9	\$13.95	\$14.42	\$15.78	\$18.18	\$18.46	\$18.74
10	\$14.46	\$14.93	\$16.18	\$18.53	\$18.81	\$19.09
11	\$14.97	\$15.44	\$16.60	\$18.88	\$19.16	\$19.44
12	\$15.48	\$15.95	\$17.01	\$19.24	\$19.52	\$19.80

STEP	CDAY	CNIT	M-1	M-2	M-S	HC11+	HC6-10	HC1-5
1	\$14.28	\$14.49	\$15.69	\$14.71	\$18.37	\$15.79	\$15.12	\$14.88
2	\$14.63	\$14.84	\$16.04	\$15.06	\$18.77	\$16.14	\$15.47	\$15.23
3	\$15.00	\$15.20	\$16.43	\$15.43	\$19.24	\$16.54	\$15.85	\$15.60
4	\$15.35	\$15.55	\$16.79	\$15.79	\$19.59	\$16.89	\$16.19	\$15.95
5	\$15.70	\$15.90	\$17.14	\$16.14	\$19.95	\$17.25	\$16.55	\$16.31
6	\$16.06	\$16.26	\$17.50	\$16.49	\$20.30	\$17.60	\$16.90	\$16.66
7	\$16.41	\$16.61	\$17.85	\$16.84	\$20.66	\$17.96	\$17.26	\$17.02
8	\$16.76	\$16.97	\$18.32	\$17.31	\$21.13	\$18.31	\$17.61	\$17.37
9	\$17.11	\$17.32	\$18.79	\$17.78	\$21.60	\$18.67	\$17.97	\$17.73
10	\$17.47	\$17.67	\$19.26	\$18.25	\$22.06	\$19.02	\$18.32	\$18.08
11	\$17.82	\$18.03	\$19.73	\$18.72	\$22.53	\$19.37	\$18.68	\$18.44
12	\$18.18	\$18.38	\$20.20	\$19.19	\$23.00	\$19.73	\$19.03	\$18.79

2019-2020 Salary Schedule Appendix A-2

STEP	Class 1	Class 2	Class 3	Class 4	Class - Head Cook 10-18	Class - Head Cook 19+
1	\$10.28	\$10.75	\$12.58	\$15.38	\$15.66	\$15.94
2	\$10.78	\$11.25	\$13.01	\$15.76	\$16.04	\$16.32
3	\$11.28	\$11.75	\$13.44	\$16.14	\$16.42	\$16.70
4	\$11.78	\$12.25	\$13.87	\$16.52	\$16.80	\$17.08
5	\$12.28	\$12.75	\$14.30	\$16.89	\$17.17	\$17.45
6	\$12.77	\$13.24	\$14.72	\$17.26	\$17.54	\$17.82
7	\$13.26	\$13.73	\$15.14	\$17.63	\$17.91	\$18.19
8	\$13.75	\$14.22	\$15.56	\$18.00	\$18.28	\$18.56
9	\$14.24	\$14.71	\$15.98	\$18.36	\$18.64	\$18.92
10	\$14.72	\$15.19	\$16.39	\$18.72	\$19.00	\$19.28
11	\$15.20	\$15.67	\$16.80	\$19.08	\$19.36	\$19.64
12	\$15.68	\$16.15	\$17.21	\$19.44	\$19.72	\$20.00

STEP	CDAY	CNIT	M-1	M-2	M-S	HC11+	HC6-10	HC1-5
1	\$14.37	\$14.57	\$15.80	\$14.74	\$18.60	\$15.86	\$15.16	\$14.92
2	\$14.74	\$14.94	\$16.20	\$15.14	\$19.00	\$16.23	\$15.53	\$15.29
3	\$15.11	\$15.31	\$16.60	\$15.54	\$19.40	\$16.60	\$15.90	\$15.66
4	\$15.48	\$15.68	\$17.00	\$15.94	\$19.80	\$16.97	\$16.27	\$16.03
5	\$15.85	\$16.05	\$17.40	\$16.34	\$20.20	\$17.34	\$16.64	\$16.40
6	\$16.22	\$16.42	\$17.80	\$16.74	\$20.60	\$17.71	\$17.01	\$16.77
7	\$16.58	\$16.78	\$18.20	\$17.14	\$21.00	\$18.08	\$17.38	\$17.14
8	\$16.94	\$17.14	\$18.60	\$17.59	\$21.45	\$18.45	\$17.75	\$17.51
9	\$17.30	\$17.50	\$19.05	\$18.04	\$21.90	\$18.82	\$18.12	\$17.88
10	\$17.66	\$17.86	\$19.50	\$18.49	\$22.35	\$19.19	\$18.49	\$18.25
11	\$18.02	\$18.22	\$19.95	\$18.94	\$22.80	\$19.56	\$18.86	\$18.62
12	\$18.38	\$18.58	\$20.40	\$19.39	\$23.25	\$19.93	\$19.23	\$18.99

2020-2021 Salary Schedule Appendix A-3

STEP	Class 1	Class 2	Class 3	Class 4	Class - Head Cook 10-18	Class - Head Cook 19+
1	\$10.90	\$11.37	\$12.98	\$15.63	\$15.91	\$16.19
2	\$11.30	\$11.77	\$13.38	\$16.01	\$16.29	\$16.57
3	\$11.70	\$12.17	\$13.78	\$16.39	\$16.67	\$16.95
4	\$12.10	\$12.57	\$14.18	\$16.77	\$17.05	\$17.33
5	\$12.57	\$13.04	\$14.59	\$17.14	\$17.42	\$17.70
6	\$13.05	\$13.52	\$15.00	\$17.51	\$17.79	\$18.07
7	\$13.53	\$14.00	\$15.41	\$17.88	\$18.16	\$18.44
8	\$14.01	\$14.48	\$15.82	\$18.25	\$18.53	\$18.81
9	\$14.49	\$14.96	\$16.23	\$18.61	\$18.89	\$19.17
10	\$14.97	\$15.44	\$16.64	\$18.97	\$19.25	\$19.53
11	\$15.45	\$15.92	\$17.05	\$19.33	\$19.61	\$19.89
12	\$15.93	\$16.40	\$17.46	\$19.69	\$19.97	\$20.25

STEP	CDAY	CNIT	M-1	M-2	M-S	HC11+	HC6-10	HC1-5
1	\$14.62	\$14.82	\$16.35	\$15.34	\$19.20	\$16.11	\$15.41	\$15.17
2	\$14.99	\$15.19	\$16.75	\$15.74	\$19.60	\$16.48	\$15.78	\$15.54
3	\$15.36	\$15.56	\$17.15	\$16.14	\$20.00	\$16.85	\$16.15	\$15.91
4	\$15.73	\$15.93	\$17.55	\$16.54	\$20.40	\$17.22	\$16.52	\$16.28
5	\$16.10	\$16.30	\$17.95	\$16.94	\$20.80	\$17.59	\$16.89	\$16.65
6	\$16.47	\$16.67	\$18.35	\$17.34	\$21.20	\$17.96	\$17.26	\$17.02
7	\$16.83	\$17.03	\$18.75	\$17.74	\$21.60	\$18.33	\$17.63	\$17.39
8	\$17.19	\$17.39	\$19.15	\$18.14	\$22.00	\$18.70	\$18.00	\$17.76
9	\$17.55	\$17.75	\$19.55	\$18.54	\$22.40	\$19.07	\$18.37	\$18.13
10	\$17.91	\$18.11	\$19.95	\$18.94	\$22.80	\$19.44	\$18.74	\$18.50
11	\$18.27	\$18.47	\$20.35	\$19.34	\$23.20	\$19.81	\$19.11	\$18.87
12	\$18.63	\$18.83	\$20.75	\$19.74	\$23.60	\$20.18	\$19.48	\$19.24

2021-2022 Salary Schedule Appendix A-4

STEP	Class 1	Class 2	Class 3	Class 4	Class - Head Cook 10-18	Class - Head Cook 19+
1	\$11.48	\$11.95	\$13.28	\$15.93	\$16.21	\$16.49
2	\$11.88	\$12.35	\$13.68	\$16.31	\$16.59	\$16.87
3	\$12.28	\$12.75	\$14.08	\$16.69	\$16.97	\$17.25
4	\$12.68	\$13.15	\$14.48	\$17.07	\$17.35	\$17.63
5	\$13.08	\$13.55	\$14.89	\$17.44	\$17.72	\$18.00
6	\$13.53	\$14.00	\$15.30	\$17.81	\$18.09	\$18.37
7	\$13.98	\$14.45	\$15.71	\$18.18	\$18.46	\$18.74
8	\$14.43	\$14.90	\$16.12	\$18.55	\$18.83	\$19.11
9	\$14.88	\$15.35	\$16.53	\$18.91	\$19.19	\$19.47
10	\$15.33	\$15.80	\$16.94	\$19.27	\$19.55	\$19.83
11	\$15.78	\$16.25	\$17.35	\$19.63	\$19.91	\$20.19
12	\$16.23	\$16.70	\$17.76	\$19.99	\$20.27	\$20.55

STEP	CDAY	CNIT	M-1	M-2	M-S	HC11+	HC6-10	HC1-5
1	\$14.92	\$15.12	\$16.68	\$15.67	\$19.53	\$16.41	\$15.71	\$15.47
2	\$15.29	\$15.49	\$17.08	\$16.07	\$19.93	\$16.78	\$16.08	\$15.84
3	\$15.66	\$15.86	\$17.48	\$16.47	\$20.33	\$17.15	\$16.45	\$16.21
4	\$16.03	\$16.23	\$17.88	\$16.87	\$20.73	\$17.52	\$16.82	\$16.58
5	\$16.40	\$16.60	\$18.28	\$17.27	\$21.13	\$17.89	\$17.19	\$16.95
6	\$16.77	\$16.97	\$18.68	\$17.67	\$21.53	\$18.26	\$17.56	\$17.32
7	\$17.13	\$17.33	\$19.08	\$18.07	\$21.93	\$18.63	\$17.93	\$17.69
8	\$17.49	\$17.69	\$19.48	\$18.47	\$22.33	\$19.00	\$18.30	\$18.06
9	\$17.85	\$18.05	\$19.88	\$18.87	\$22.73	\$19.37	\$18.67	\$18.43
10	\$18.21	\$18.41	\$20.28	\$19.27	\$23.13	\$19.74	\$19.04	\$18.80
11	\$18.57	\$18.77	\$20.68	\$19.67	\$23.53	\$20.11	\$19.41	\$19.17
12	\$18.93	\$19.13	\$21.08	\$20.07	\$23.93	\$20.48	\$19.78	\$19.54

CLASSIFICATION FOR UNIT POSITIONS		
CLASS 1	CLASS 5	HC11+
Cafeteria Assistant Recess Assistant Building Assistant Cook/Cashier	<i>Grandfathered employees outside the schedule</i>	Head Custodian overseeing 11 or more employees
		HC6-10
CLASS 2		Head Custodian overseeing 6-10 employees
	Class Head Cook 10-18	
Paraprofessionals (Title I and Instructional Assistant) In school Suspension Monitor Assistant To The Athletic Director	Head Cook overseeing 10 to 18 employees	HC1-5
Office Assistant Library Assistant	Class Head Cook 19+ Head Cook overseeing 19 or more employees	Head Custodian overseeing 1-5 employees
		M-1
		Maintenance Generalist
	CDAY	
CLASS 3		M-2
Administrative Assistant (Secretaries) Technology Assistant	Custodians who, on a regular basis, work more than half of their hours prior to 3:00 p.m.	Maintenance Service Driver
		M-S
CLASS 4	CNIT	
Tech Support Assistants/Specialists Head Cook 1-9 Crossing Guard Data Base Man Assistant Diversity Specialists Health Assistant / LPN	Custodians who, on a regular basis, work more than half of their hours between 3:00 p.m. and 6:00 a.m.	Maintenance Specialist

APPENDIX B-1
Summary Plan Description



**LBT – Central York School District – Support Staff
Actives / Cobra / Retirees under 65**

PPO Blue Benefit Summary – Effective 7/1/2018 through 12/31/2018

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
General Provisions		
Benefit Period ^①	Calendar Year	
Deductible (per benefit period)		
Individual	\$150	\$300
Family	\$450	\$900
Plan Pays – payment based on the Plan Allowance ^②	100%	80% after deductible
Out-of-Pocket Maximums (Once met, plan pays 100% for the rest of the benefit period)		
Individual	None	\$3,000
Family	None	\$9,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays and other qualified medical expenses, Network only ^③ Once met, the plan pays 100% of covered services for the rest of the benefit period.)		
Individual		None
Family	\$6,350 \$12,700	None
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits	100% after \$20 copayment	80% after deductible
Primary Care Provider Office Visits	100% after \$20 copayment	80% after deductible
Specialist Office & Virtual Visits	100% after \$40 copayment	80% after deductible
Virtual Visit Originating Site Fee ^④	100%	80% after deductible
Urgent Care Center Visits	100% after \$50 copayment	80% after deductible
Preventive Care^⑤		
Routine Adult		
Physical exams	100%	80% after deductible
Adult immunizations	100%	80% after deductible
Colorectal cancer screening	100%	80% after deductible
Routine gynecological exams, including a Pap Test	100%	80% no deductible
Mammograms, annual routine and medically necessary	100%	80% no deductible
Diagnostic services and procedures	100%	80% after deductible
Routine Pediatric		
Physical exams	100%	80% after deductible
Pediatric immunizations	100%	80% no deductible
Diagnostic services and procedures	100%	80% after deductible
Hospital and Medical/Surgical Expenses (including maternity)		
Hospital Inpatient	100%	80% after deductible
Hospital Outpatient	100%	80% after deductible
Maternity (non-preventive facility & professional services) Includes Dependent Daughter	100%	80% after deductible
Medical Care (except office visits) Includes Inpatient Visits and Consultations	100%	80% after deductible
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures. Excludes Neonatal Circumcision	100%	80% after deductible

Emergency Services		
Emergency Room Services	100% after \$100 copayment (waived if admitted)	
Ambulance	100%	80% after deductible
Mental Health/Substance Abuse		
Inpatient Mental Health	100%	80% after deductible
Inpatient Detoxification/Rehabilitation	100%	80% after deductible
Outpatient Mental Health	100% after \$40 copayment	80% after deductible
Outpatient Substance Abuse	100% after \$40 copayment	80% after deductible
Benefit	Network	Out-of-Network
Therapy and Rehabilitation Services		
Physical Medicine Outpatient	100% after \$20 copayment 20 visits/benefit period	80% after deductible
Respiratory Therapy	100%	80% after deductible
Spinal Manipulations	100% after \$40 copayment 20 visits/benefit period	80% after deductible
Speech & Occupational Therapy Outpatient	100% after \$40 copayment 12 visits per therapy/benefit period	80% after deductible
Other Therapy Services - Cardiac Rehabilitation, Chemotherapy, Radiation Therapy, Dialysis and Infusion Therapy	100%	80% after deductible
Other Services		
Allergy Extracts and Injections	100%	80% after deductible
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	100%	80% after deductible
Diabetes Treatment	100%	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100%	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100%	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100%	80% after deductible
Hearing Care Services	Not Covered	Not Covered
Home Health Care (Excludes Respite Care)	100%	80% after deductible 90 visits/benefit period
Hospice (Includes Respite Care)	100%	80% after deductible
Infertility Counseling, Testing and Treatment®	100%	80% after deductible
Oral Surgery	100%	80% after deductible
Private Duty Nursing	100%	80% after deductible 240 hours/benefit period
Skilled Nursing Facility Care	100%	80% after deductible 100 days/benefit period
Transplant Services	100%	80% after deductible
Precertification Requirements⑦	Yes	

-
- ① **Benefit Period** - Your group's benefit period is based on a Calendar Year.
- ② **Plan Allowance** – The amount used to determine payment by your program for covered services provided to you and to determine your liability. Plan allowance is based on the type of provider who renders such services or as required by law. The plan allowance for an in-area out-of-network provider is based on an adjusted contractual allowance of like services rendered by a network provider in the same geographic region. You will be responsible for any difference between the provider's billed charges and your program's payment.
- ③ **Total Maximum Out-of-Pocket** - Effective with plan years beginning on or after January 1, 2014 the Network Total Maximum Out-of-Pocket as mandated by the federal government must include deductible, coinsurance, copays, and any qualified medical expense. The Total Maximum Out of Pocket cannot be more than \$6,350 for individual and \$12,700 for two or more persons
- ④ **Virtual Office Visit** – The purpose of this benefit is to allow a member to have a virtual follow up visit with a specialist that may be located a significant distance away. The member's responsibility is the copayment that would normally apply for an in-person specialist visit and a fee from the "originating site". The PCP's office or clinic that provided access to the video conferencing equipment may also charge a fee. The originating fee will be applied to the deductible and/or coinsurance as determined by the member's specific benefit design.
- ⑤ **Preventive Care** - Services are limited to those listed on the Highmark Preventive Schedule and Women's Health Preventive Schedule. Gender, age and frequency limits may apply.
- ⑥ **Infertility** - Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- ⑦ **Precertification Requirements** - Highmark Medical Management & Policy (MM&P) 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 not, you are responsible for contacting MM&P. 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.

10/16/2013 Customized P200294NG



**LBT – Central York School District – Support Staff
Active / Cobra / Retirees under and over 65
Prescription Drug Card Program - PPO - effective 7/1/2018 through 12/31/2018
Summary of Benefits**

PRESCRIPTION DRUG	RETAIL PHARMACY	MAIL SERVICE PHARMACY
Deductible	\$50 Individual	None
Prescription Drug Defined by the Premier 2012 Pharmacy Network - Not Physician Network.	34 day supply 80% Plan Payment with \$10 Minimum/\$25 Maximum - Generic Copay 80% Plan Payment with \$10 Minimum/\$25 Maximum - Brand Copay	90 day supply 80% Plan Payment with \$20 Minimum/\$35 Maximum - Generic Copay 80% Plan Payment with \$20 Minimum/\$35 Maximum - Brand Copay
Formulary ^①	Comprehensive	
Formulary Benefit Design	Open	
Generic Substitution	Soft -When you purchase a brand drug that has a generic equivalent you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs, unless your physician requests that the brand name drug be dispensed	
Out-of-Pocket Maximum	Not Applicable	
Claim Submission	Pharmacy Files at Point-of-Sale	
Maintenance Medication	Mandatory Mail Order on 2 nd Refill	
Non-Network Pharmacy	Not Covered	
PRESCRIPTION DRUG CATEGORIES		
Contraceptives (oral and injectable)	Covered	
Fertility Agents	Not Covered	
Fluoride Products	Covered	
Insulin and Diabetic Supplies	Covered	
Smoking Deterrents (prescription)	Covered	
Vitamins (prescription)	Covered	
Weight Loss Drugs	Covered	
Allergy Serum	Not Covered	
Durable Medical Equipment	Not Covered	
Prescription Hair Growth Products	Not Covered	
CARE MANAGEMENT PROGRAMS		
Exclusive Pharmacy Provider	Applies - selected high cost prescription drugs are covered only when they are dispensed through an exclusive pharmacy provider.	
Quantity Level Limits on selected prescription drugs	Not Applicable	
Managed Rx Coverage on selected prescription drugs	Not Applicable	
Managed Prior Authorizations	Not Applicable	

^① 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 Highmark 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 copayment or coinsurance amounts listed above.

APPENDIX B-2

Summary Plan Description (QHDHP effective 1/1/19 through 6/30/22)

**LBT – Central York School District
QHDHP Support/Active/Cobra/Retirees under 65 – Effective 01/01/2019**

This program is a qualified high deductible plan as defined by the Internal Revenue Service. It is designed for use with a Health Savings Account (HSA). 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.

Benefits	Network	Out-of-Network
General Provisions		
Benefit Period¹	Calendar Year	
Deductible (per benefit period) ²		
Employee Only Plan	\$1,500	\$3,000
Family	\$3,000	\$6,000
Plan Payment Level - Based on the plan allowance	100% after deductible	80% after deductible until out-of-pocket limit is met; then 100%
Out-of-Pocket Limits		
Individual	None	\$3,000
Family	None	\$9,000
Total Maximum Out-of-Pocket		
Individual	\$6,750	None
Family	\$13,500	None
Lifetime Maximum (per member)	Unlimited	
Office/Clinic/Urgent Care Visits – One copayment per provider per date of service		
Retail Clinic Visits (including virtual visits)	100% after \$20 copayment after deductible	80% after deductible
Primary Care Physician Office Visits (including virtual visits) ^{3 4}	100% after \$20 copayment after deductible	80% after deductible
Specialist Office Visits (including virtual visits) ⁴	100% after \$40 copayment after deductible	80% after deductible
Virtual Visit Originating Site Fee ⁴	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$50 copayment after deductible	80% after deductible
Telemedicine Services⁶	100% after \$20 copayment after deductible	Not Covered
Preventive Care Services⁶		
Adult		
Routine physical exams	100%; deductible does not apply	80% after deductible
Adult Immunizations	100%; deductible does not apply	80% after deductible
Diagnostic services and procedures	100%; deductible does not apply	80% after deductible
Routine gynecological exams, including a PAP Test	100%; deductible does not apply	80%; deductible does not apply
Mammograms, annual routine and medically necessary	Annual 100%; deductible does not apply Medically necessary 100% after deductible	80%; deductible does not apply
Colorectal cancer screening	100%; deductible does not apply	80% after deductible
Pediatric		
Routine physical exams	100%; deductible does not apply	80% after deductible
Pediatric immunizations	100%; deductible does not apply	80%; deductible does not apply
Diagnostic services and	100%; deductible does not apply	80% after deductible

Benefits	Network	Out-of-Network
procedures		
Hospital and Medical/Surgical Expenses (including maternity)		
Hospital Services – Inpatient ⁸	100% after deductible	80% after deductible
Hospital Services – Outpatient ^{7 8}	100% after deductible	80% after deductible
Maternity (non-preventive facility and professional services) Includes Dependent Daughters	100% after deductible	80% after deductible
Medical/Surgical Expenses (except office visits) Excludes Neonatal Circumcision	100% after deductible	80% after deductible
Emergency Services		
Emergency Room Services	100% after \$100 copay after deductible (waived if admitted as an inpatient)	Same as network services
Emergency Ambulance Service	100%; deductible does not apply	100%; deductible does not apply
Non-Emergency Ambulance Service	100% after deductible	80% after deductible
Therapy and Rehabilitation Services		
Infusion Therapy	100% after deductible	80% after deductible
Occupational Therapy	100% after \$40 copayment after deductible	80% after deductible
Limit: 12 visits per benefit period		
Physical Medicine	100% after \$40 copayment after deductible	80% after deductible
Limit: 20 visits per benefit period		
Radiation Therapy	100% after deductible	80% after deductible
Respiratory Therapy	100% after deductible	80% after deductible
Speech Therapy	100% after \$40 copayment after deductible	80% after deductible
Limit: 12 visits per benefit period		
Spinal Manipulations	100% after \$40 copayment after deductible	80% after deductible
Limit: 20 visits per benefit period		
Other Therapy Services (Cardiac Rehabilitation, Chemotherapy, and Dialysis Treatment)	100% after deductible	80% after deductible
Mental Health/Substance Abuse Services		
Mental Health Care Services - Inpatient	100% after deductible	80% after deductible
Mental Health Care Services - Outpatient (including virtual visits) ³	100% after \$40 copayment after deductible	80% after deductible
Substance Abuse Services - Inpatient Detoxification	100% after deductible	80% after deductible

Benefits	Network	Out-of-Network
Substance Abuse Services - Inpatient Residential Treatment and Rehabilitation Services	100% after deductible	80% after deductible
Substance Abuse Services - Outpatient	100% after \$40 copayment after deductible	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Autism Spectrum Disorders including Applied Behavioral Analysis⁹	100% after deductible	80% after deductible
	\$40,000 maximum per benefit period	
Anesthesia for Non-Covered Dental Procedures (Limited)	100% after deductible	80% after deductible
Assisted Fertilization Treatment	Not Covered	
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Diagnostic Services <i>Advanced Imaging (MRI, CAT Scan, PET scan, etc.)</i>	100% after deductible	80% after deductible
Basic Diagnostic Services <ul style="list-style-type: none"> • standard imaging • diagnostic medical • lab/pathology • allergy testing 	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Enteral Foods	100% after deductible	80% after deductible
Home Infusion and Suite Infusion Therapy Services	100% after deductible	80% after deductible
Home Health Care⁸	100% after deductible	80% after deductible
	Limit: 90 visits per benefit period	
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment¹⁰	100% after deductible	80% after deductible
Orthotics	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
	Limit: 240 hours per benefit period	
Prosthetics	100% after deductible	80% after deductible
Skilled Nursing Facility Care	100% after deductible	80% after deductible
	Limit: 100 days per benefit period	
Transplant Services	100%	80% after deductible
Precertification Requirements	Yes ¹¹	
Condition Management	Case Management, Blues on Call, and Disease State Management	

Note: Certain benefits may be subject to day, visit, and/or hour limits. In connection with such benefits, all services you receive during a benefit period will reduce the remaining number of days, visits, and/or hours available under that benefit, regardless of whether you have satisfied your deductible.

- ¹ Your group's benefit period is based on a calendar year. The contract year is a consecutive 12-month period beginning on January 1.
- ² The individual deductible only applies for a member with individual coverage. For a member with family coverage, the family deductible must be met by one or more members of the family before benefits will be paid.
- ³ 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 hospital, facility provider, ancillary provider, retail clinic or urgent care center. The specialist virtual visit is subject to availability within your service area..
- ⁴ A physician whose practice is limited to family practice, general practice, internal medicine or pediatrics.
- ⁵ Telemedicine services are provided for acute care for minor illnesses when provided by an approved telemedicine provider. Virtual behavioral health visits provided by an approved telemedicine provider are eligible under the outpatient mental health benefits.

- ⁶ Services are limited to those on a predefined schedule. Gender, age and frequency limits may apply.
- ⁷ Other cost sharing provisions and/or limits may apply to specific benefits, i.e., physical medicine, therapies, diagnostic services, mental health/substance abuse visits.
- ⁸ For covered services rendered by a facility provider within the service area who has no contractual relationship with Highmark, the plan allowance will be 60% of the facility provider's billed charge for inpatient services and 40% of the facility provider's billed charge for outpatient services. See the plan allowance definition in this booklet for pricing for covered services rendered by an out-of-area provider. The plan allowance would then be subject to the coinsurance percentage after your deductible, if any, has been satisfied.
- ⁹ Coverage for eligible members to age 21. Services will be paid according to the benefit category, i.e., speech therapy. Treatment for autism spectrum disorders does not reduce visit/day limits. If the ASD benefit period dollar maximum applies, only non-essential health benefits will accumulate.
- ¹⁰ If testing is required, cost sharing may apply as outlined under Diagnostic Services. Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- ¹¹ Highmark must be contacted prior to a planned inpatient admission or within 48 hours of an emergency inpatient admission. Some facility providers will contact Highmark and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting Highmark for precertification. If your provider does not, you are responsible for contacting Highmark. Also be sure to confirm Highmark's determination of medical necessity and appropriateness. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, the patient will be responsible for payment of any costs not covered.

Prescription Drug Benefits	Retail Pharmacy ¹ Up to 34-days ²	Mail Service Pharmacy Up to 90-days
Pharmacy Network	National	Express Scripts Pharmacy
Benefit Period	Calendar Year	
The following cost-sharing provisions do NOT apply to self-administered chemotherapy medications, including oral chemotherapy medications.		
Deductible (per benefit period)	Integrated with the medical deductible	Integrated with the medical deductible
Out of Pocket Limit	Integrated with medical TMOOP	
Generic Prescription Drug	80% coinsurance after deductible	80% coinsurance after deductible
Brand Prescription Drug	80% coinsurance after deductible	80% coinsurance after deductible
Minimum/Maximum	\$10 minimum after deductible/\$25 maximum after deductible	\$20 minimum after deductible/\$35 maximum after deductible
Formulary	Open	
Mandatory Mail Order ¹	Mandatory Mail Provision – Retail Limit is Original Script plus 2 refill	
Generic Substitution (<i>Soft</i>)	When you purchase a brand drug that has a generic equivalent you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs, unless your physician requests that the brand name drug be dispensed.	
Claim Submission	Pharmacy Files at Point-of-Sale	
Non-Network Pharmacy	Not Covered	Not Covered
Preventive Medications		
Preventive Covered Drugs ⁴	Deductibles, coinsurance and/or copayments do not apply	
Prescription Drug Categories		
Fertility Agents	Not Covered	
Fluoride Products	Covered	
Insulin and Diabetic Supplies	Covered	
Vitamins (prescription)	Covered	
Weight Loss Drugs	Covered	
Allergy Serum	Not Covered	
Durable Medical Equipment	Not Covered	
Prescription Hair Growth Products	Not Covered	
Care Management Programs		
Exclusive Pharmacy Provider	Applies – selected prescription drugs are eligible only when they are dispensed through an exclusive pharmacy provider.	
Quantity level Limits <i>on select prescription drugs</i>	Applies – the quantity dispensed under your plan per new or refill prescription may be limited per recommended guidelines.	
Managed Rx Coverage <i>on certain drug therapies</i>	Applies - certain drug therapies may be monitored for appropriate usage and subject to case evaluation if recommended guidelines are exceeded.	
Managed Prior Authorizations	Applies on select high cost drugs.	

¹ Coverage for maintenance prescriptions drugs dispensed by a retail pharmacy provider is limited to the initial prescription order fill and 2 subsequent refills. Thereafter, coverage for additional refills of maintenance drugs is provided only when such drugs are dispensed by

a Mail Service pharmacy. This provision does not apply to covered prescription drugs dispensed through an exclusive pharmacy provider.

- ² Certain retail participating pharmacy providers may have agreed to make covered medications available at the same cost-sharing and quantity limits as the mail order coverage. You may contact Highmark at the toll-free number or the Web site appearing on the back of your ID card for a listing of those pharmacies who have agreed to do so.
- ³ At a retail or mail order pharmacy, if your deductible has not been met, you pay the entire cost for your prescription drug at the discounted rate Highmark has negotiated. The amount you paid for your prescription will be applied to your deductible. If your deductible has been met, you will only pay any member coinsurance or copayment required based on the plan payment level indicated above. You will pay this amount at the pharmacy when you have your prescription filled.
- ⁴ This includes prescriptions and over-the-counter drugs that are set forth within the predefined schedule and that are prescribed for preventive purposes. Please refer to the Covered Services - Prescription Drug Program section for more information.

APPENDIX B-3
Affidavit Related to Spousal Health Coverage

CENTRAL YORK SCHOOL DISTRICT
(or print on letterhead)

AFFIDAVIT RELATED TO
SPOUSAL HEALTH COVERAGE

The undersigned, _____, an employee of the Central York School District ("District") and _____, the legal spouse of _____, hereby certify and affirm that the following statements are true and correct as of the date(s) shown below [place an "x" in the statements which apply]:

- _____ is not employed or self-employed in any capacity.
- _____ is employed or self-employed by _____ (name of employer or entity associated with self-employment), with a business address of: _____. My employment or self-employment typically involves _____ hours per week. I am not eligible to enroll for medical benefits coverage through this employment or self-employment because:
 - the employer or business entity does not provide medical benefits at all; or
 - the employer or business entity provides medical benefits for which I am not eligible for the following reason or reasons: _____

The District is authorized to contact the spouse's employer or the entity through which the spouse is self-employed to verify and/or obtain confirmation of any of the statements contained in this Affidavit.

We agree to notify the District in writing (directed to the Business Office) within ten (10) days, in the event _____ becomes eligible for medical benefits.

Date: _____

Signature of Employee

Date: _____

Signature of Spouse