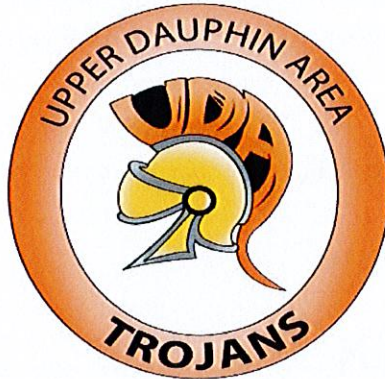




Collective Bargaining Agreement Upper Dauphin Area School District

Between

The Board of School Directors

and

The Upper Dauphin Area Education Association, PSEA/NEA

Professional employees under contract
Effective July 1, 2021 through June 30, 2023

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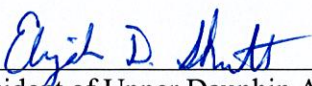
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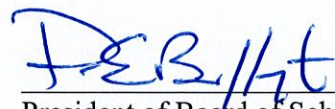
AGREEMENT
BETWEEN
UPPER DAUPHIN AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
AND
THE UPPER DAUPHIN AREA EDUCATION ASSOCIATION
COVERING
PROFESSIONAL EMPLOYEES UNDER CONTRACT

Agreement made and entered into by and between the Board of School Directors of the Upper Dauphin Area School District and the Upper Dauphin Area Education Association.

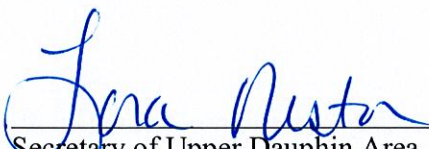
IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals this 8th day of June, 2021.



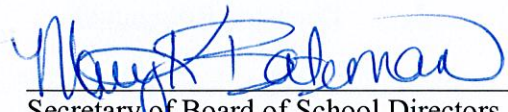
President of Upper Dauphin Area
Education Association



President of Board of School Directors
Upper Dauphin Area School District



Secretary of Upper Dauphin Area
Education Association



Secretary of Board of School Directors
Upper Dauphin Area School District

AGREEMENT

WITNESSETH:

WHEREAS, the Board of School Directors of the Upper Dauphin Area School District, hereinafter referred to as "UDASD", has endorsed collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Board, are permitted by law and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, pursuant to the provisions of ACT 195, the Upper Dauphin Area Education Association, hereinafter referred to as "UDAEA", was certified as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment of all regular full-time and regular part-time professional employees by the Pennsylvania Labor Relations Board.

WHEREAS, the designated representatives of the Board of School Directors of the Upper Dauphin Area School District, hereinafter referred to as "UDASD", have met with representatives of the Upper Dauphin Area Education Association, hereinafter referred to as "UDAEA", and fully considered and discussed with them, on behalf of the employees in the bargaining unit, wages, hours and other terms and conditions of employment.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 RECOGNITION

The Board of School Directors of the Upper Dauphin Area School District, of Dauphin County, in the State of Pennsylvania, hereinafter referred to as "UDASD," and the Upper Dauphin Area Education Association, hereinafter referred to as "UDAEA," agree as follows:

A. Exclusive Bargaining Agent

UDASD hereby recognizes UDAEA as the exclusive and present sole negotiation agent for all regularly employed full-time and part-time 'Professional Employees' in the Upper Dauphin Area School District.

B. Employer Recognition

UDAEA hereby recognizes UDASD as the duly elected representative of the citizens and residents of the Upper Dauphin Area School District as the sole and exclusive representative for collective bargaining.

C. Exclusions

Excluded from this Agreement are all non-professional employees, the Superintendent, Elementary Principal, High School Principal, Middle School

Principal, Special Education Supervisor, Business Manager of the School District, and all other Act 93 positions.

D. Definitions

Professional Employee

The term "PROFESSIONAL EMPLOYEE" shall refer to eligible members, regularly employed full-time and part-time, of the bargaining unit, as determined in paragraph "A" above, represented by UDAEA.

E. Representation

UDAEA agrees to represent all members of the bargaining unit regardless of membership in their organization.

F. Voluntary Agreement

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

ARTICLE 2
DURATION, ACCEPTANCE, AND SUCCESSOR AGREEMENT

A. DURATION

This agreement and all of its provisions shall become effective on July 1, 2021, and shall continue in effect until June 30, 2023 or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement to which amendment both parties shall signify their approval by affixing their signatures thereto. Provisions of this agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

B. ACCEPTANCE

Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

1. Ratified first by a majority of the members of the Upper Dauphin Area Education Association. Minutes of the meeting shall be provided as evidence of the majority vote.
2. Approved by the Board of School Directors of the Upper Dauphin Area School District by resolution duly adopted at a public meeting.

C. SUCCESSOR AGREEMENT

Upon written notice to the other party, any time prior to January 10, 2023, either party may request the opening of negotiations for a new contract that would begin July 1, 2023. Any notices required herein under shall be sufficient if mailed by certified mail with return receipt requested or hand delivered. Within twenty (20) days after such notice, the parties shall meet to schedule negotiation sessions for the new collective bargaining contract.

ARTICLE 3 SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Accordingly, each party waives the right for the life of the agreement to bargain about matters covered by the agreement or about matters upon which the agreement is silent.

ARTICLE 4 CONFORMITY TO LAW

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 5 STRIKE PROHIBITION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Acts, Act 195 and Act 88. As a condition of the various provisions of this AGREEMENT to which the parties have agreed, the Bargaining Agent pledges that members of the Bargaining Unit will not engage in or cause any strike of any type (as that term is defined in ARTICLE III, Section 301 of Act 195), nor shall any professional employee refuse to carry out normal work assignments during the term of this Agreement.

ARTICLE 6 PUBLICATION AND DISTRIBUTION OF AGREEMENT

A. PREPARATION OF AGREEMENT

The Upper Dauphin Area School District shall prepare copies of this Agreement. Copies shall be made available through the district website. Hard copies will be available upon request. Upon employment, new teachers shall be presented with a

copy of this Agreement by UDASD.

ARTICLE 7 GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a misinterpretation, or misapplication, of any provision of this AGREEMENT by an employee or group of the same.
2. The term "days" when used in this grievance procedure, except when otherwise indicated, shall mean days when the UDASD offices are officially open for business.
3. The term "employee" shall mean a member of the bargaining unit covered by this AGREEMENT.
4. The term "aggrieved party" shall be defined as the person, persons, or UDAEA on behalf of person or persons who has filed a written grievance, or who has attempted to resolve a grievance informally.

B. CONDITIONS FOR SUBMISSION OF GRIEVANCES

1. Prior to the submission of a written grievance, the aggrieved party must attempt to resolve the grievance informally. This attempt to resolve the grievance informally shall be made within ten (10) days of the time the grievance has occurred and shall include a conference between the aggrieved party and the person identified as being responsible for misinterpretation, or misapplication of any provision of this AGREEMENT.
2. If the matter is not resolved informally, then the grievance shall be submitted in writing on a form prepared and provided by UDASD. This form shall include, but not be limited to, the following information:
 - a. The name of the aggrieved party(ies);
 - b. The identity of the person responsible for causing such events or conditions defined in the grievance.
 - c. The date and time the grievance occurred.
 - d. The place where the alleged events or conditions constituting the grievance existed.
 - e. The identification of the specific provision of this Agreement involved in the grievance.
 - f. A statement of grievance and redress sought by the aggrieved party.
 - g. The date on which the aggrieved party attempted to resolve the grievance informally.
 - h. The date on which the written grievance was filed with the building principal.

- i. The signatures of the aggrieved party and the building principal to whom the grievant is responsible.
3. The failure of the aggrieved party to proceed to the next level within the time limits set forth shall be deemed to be in acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
4. If, in the judgment of the Association, a grievance affects a group or class of members of the bargaining unit, the Association may begin processing the grievance at the appropriate level.
5. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.

C. PROCEDURE FOR ADJUSTMENT OF GRIEVANCES

Grievances shall be presented and adjusted in accordance with conditions and procedures defined in this GRIEVANCE PROCEDURE. Both parties to this GRIEVANCE PROCEDURE agree that an orderly and expeditious resolution of grievances can be achieved through adherence to the following procedures for processing grievances:

LEVEL ONE - Informal Conference

A grievance shall first be discussed with the building principal of the aggrieved party to which the grievance refers within ten (10) days of the occurrence with the objective of resolving the matter informally with the aggrieved party on his/her own behalf.

LEVEL TWO - Written Submission to Principal

In the event the grievance is not resolved informally, it shall be submitted in writing on a form prepared and provided by UDASD, to the principal of the grievant within five (5) days following the informal conference. The written grievance shall be signed by the aggrieved party.

1. The grievance shall be submitted and thereafter discussed with the principal of the aggrieved party.
2. The building principal of the aggrieved party shall submit a decision in writing, within ten (10) days after the discussion referred to in Item "1" above to the aggrieved party. A copy of this decision should be provided to the party in interest.
3. The grievance shall be considered resolved if the aggrieved party so advises his/her principal in writing or does nothing within five (5) days of the receipt of the decision referred to in Item "2" above. This advisement should bear the signature of the aggrieved party.

4. If the grievance is resolved at this level, the party in interest should be so advised.
5. If the grievance is not satisfactorily resolved in Level Two, the aggrieved party may refer the decision of the Principal to the Superintendent within five (5) days after receipt of the decision of the principal.

LEVEL THREE - Superintendent

1. Within five (5) days after receiving the recommendation of the Principal, the District Superintendent shall meet with the aggrieved party on the grievance, review the recommendations of the Principal, and attempt to arrive at a satisfactory adjustment of the grievance.
2. Within five (5) days after holding the conference, the District Superintendent shall communicate his/her decision, in writing, together with supporting justifications to the aggrieved party.

LEVEL FOUR - Board of Directors

1. If the grievance is not satisfactorily resolved by the actions taken in Level Three, the grievant within five (5) days after receipt of the actions taken in Level Three shall serve his grievance in the same manner upon the Secretary of the Board of School Directors.
2. The Board of School Directors shall fix and hold a meeting within thirty (30) days after receipt of the grievance by the Secretary for the purpose of attempting to adjust the grievance. The Board within ten (10) days after the date fixed for the meeting shall make a written report of the adjustment made or its decision, as the case may be, and the Secretary shall deliver a copy thereof to the grievant.

LEVEL FIVE - Arbitration

1. If the grievance is not resolved by the actions taken in Level Four above, the Association within ten (10) days after receipt of the report of the actions taken in Level Four, shall notify the Secretary of the Board of School Directors of the Association's intention to pursue a decision by arbitration as provided in Section 903, Article IX, of Act 195. The Association shall have ten (10) days from the date of notifying the Secretary of the Board of School Directors to notify the Pennsylvania Bureau of Mediation of its desire to pursue arbitration, to pursue same.
2. Upon receipt of such notification, the grievance shall be referred to binding arbitration as provided in Section 903 of the Public Employee Relations Act.
3. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue or issues

presented and shall confine his/her decision solely to the express provisions of the Agreement.

ARTICLE 8

PROFESSIONAL EMPLOYEES RIGHTS AND RESPONSIBILITIES

A. USE OF SCHOOL BUILDINGS

The UDAEA and its representatives shall be allowed the use of school buildings for meetings after school hours and during in-service days according to terms in the school district's building usage policy as found in the policy manual. Arrangements for such meetings shall be made several days in advance with the Superintendent.

B. BULLETIN BOARDS

The UDAEA may jointly use one bulletin board in each building designated by the UDASD for posting notices and other announcements relating to UDAEA activities. Materials posted shall be signed and dated by the appropriate UDAEA official.

Notices and announcements shall not contain anything politically controversial or anything demeaning or reflecting upon the school district or any of its employees. All posted material shall be reviewed after one week for the purpose of removing.

C. BOARD MEETINGS

A representative of the UDAEA shall be given a place on the agenda of all regular Board meetings for brief reports and announcements.

D. USE OF SCHOOL MAIL SERVICE

The UDAEA shall be allowed the use of school mailboxes and district e-mail provided it does not interfere with regular school mail. School personnel will not be responsible for any material put in mailboxes. This mail and e-mail shall relate to the official business of the UDAEA and shall be signed by the appropriate official of the UDAEA.

E. RIGHT TO SPEAK AT MEETINGS

A UDAEA representative may speak to the employees during the five in-service days for at least fifteen (15) minutes at the request of the representative. The notice of an agenda of any such meeting shall be given to the employee involved at least five days prior to said meeting when possible. The UDAEA shall have the

opportunity to suggest items for the agenda.

F. ACCESS TO INFORMATION

The UDASD agrees to furnish to the UDAEA in response to reasonable requests from time to time all available information that is of a public nature, concerning the educational program and the financial resources of the district. Any cost in reproducing such copies shall be assumed by the UDAEA.

G. ASSOCIATION LEAVE

The UDAEA president or designee will have five (5) days per year to be used for association related business. The UDAEA agrees to reimburse the school district for the entire (salary and fringes) cost of a substitute teachers (should a substitute be employed).

**ARTICLE 9
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. RETENTION OF AUTHORITY

UDASD, on its own behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the Commonwealth of Pennsylvania.

B. ADMINISTRATION OF SCHOOLS

The determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Upper Dauphin Area School Board of Directors and its delegated management personnel. The adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this AGREEMENT and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the Commonwealth of Pennsylvania and the Constitution and laws of the United States. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Upper Dauphin Area School District in all of its aspects, including but not limited to the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Upper Dauphin Area School District to give the children of said District as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings,

lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers; to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the School District; to make such provisions as will enable each child of school age residing in the School District to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used, to make rules for the arrangement, use and safe-keeping of the school libraries and to approve the books selected therefore; to approve plans for school buildings; to prepare a budget, expend monies for the maintenance of the schools, and make such transfers of funds within the budget as it shall deem desirable; and to determine the functions and programs; standards of service and utilization of technology in the school district. These rights, responsibilities and prerogatives shall not be subject to delegation in whole or in part. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this agreement.

C. COMMUNICATION OF POLICIES AND REGULATIONS

It shall be the responsibility of the Professional Employee to be aware of and adhere to policies and regulations issued by UDASD or its management representatives.

ARTICLE 10 PROFESSIONAL COMPENSATION AND BENEFITS

A. DEFINITIONS

1. SCHOOL YEAR

The normal school year for Professional Employees shall consist of the following:

190 days (8 in service days and 2 flex days)

Flex Day Definition: Flex Days are scheduled trade off days that are credited when a professional employee at their option attends an approved professional development conference, workshop or training that occurs outside the contracted school day or year.

Comp Day Definition: Comp days are days earned on a time-for-time basis that are credited when a professional employee performs extra student-oriented duties (including, but not limited to: bus duty, proctoring activities outside the normal work day, STEAM night, Family Reading Night, Reevaluation Reports). Professional employees are responsible for tracking and logging their hours. Once an employee has earned seven (7) hours of comp time, they have earned one (1)

comp day. The maximum number of Comp/Flex days an employee may earn in one school year is four (4). Comp Days are to be taken on the designated days on the District Calendar for Comp/Flex Days.

Utilization of Flex Days: Flex Days are to be taken on the designated days on the District Calendar for Comp/Flex Days. Workshops and Trainings taken in addition to the maximum earned Flex Days may be applied with approval of the building principal after May 1 of each school year as Compensation Days not to exceed 1 day.

Paperwork Needed to be Completed: An AESOP request needs to be completed, submitted and approved by the building principal and superintendent or immediate supervisor before attending a workshop or training that will be assigned as a Flex Day.

Guidelines:

1. Flex Days will be allocated on a time-for-time basis. All Flex Day workshops/trainings will be recorded for Act 48 credit.
2. Administratively approved activities such as workshops and trainings listed below that are either sponsored by UDA, Grant Programs or activities which the Employee is asked or assigned to attend by the administration are available to be used for Flex Days.
3. Workshops offered by the CAIU #15 or any approved workshops/conferences/courses by the administration that are taken outside the contracted work day and the District is not paying the registration/tuition or reimbursing the individual in any way for taking the workshop or training are available to be used as Flex Days.
4. All workshops and trainings that will be used for Flex Days during the current school year must be completed between the last contracted teacher day of the previous school year and the last teacher contracted days of the current school year.
5. Any teacher who has not scheduled or fulfilled the requirements for the designated number of Flex Days for the current school year by two weeks prior to the end of school will be assigned training on the days scheduled for Flex Days on the District Calendar.

Workshops and Training Options for Flex Days(s) may include but are not limited to the following:

1. Using Classroom Data to Drive Instruction - UDA After School Professional Development Program.
2. Integrating Technology in the Classroom - Specific Topics - UDA After School Professional Development Program.

3. Study Group - On a Specific Topic to Research and Implement - UDA After School Professional Development Program.
4. Pennsylvania Department of Education's Act 48 Online Courses
<http://pa.professionaleducation.org>
5. Intermediate Unit Summer or After School Professional Education Program.
6. Training/Workshops developed and taught by UDA Staff - UDA After School Professional Development Program.
7. PSEA sponsored Professional Staff Development Programs.
8. Curriculum writing.
9. Any other activities as approved by the Superintendent.

These Flex Day Guidelines are not subject to the grievance/arbitration provisions of the collective bargaining agreement.

All in-service days will be administered under the professional development plan except for two (2) days each year designated for parent-teacher conferences.

Two (2) in-service days will be used for parent-teacher conferences, and those workdays will be from 11:30 AM to 7:00 PM and will be "co-administered" by the association with a minimum thirty (30) minute duty-free dinner period.

2. EXTENDED SCHOOL YEAR SALARY COMPUTATION

Professional Employees whose contracts extend beyond the normal work year of 190-day school year will receive an additional amount equal to 1/9 of a nine-month salary for each additional month they are required to serve, or a pro-rated amount for less than a full month.

3. EMPLOYEES DAILY RATE

An employee's daily rate shall be determined by dividing his/her salary in any given school year of this Agreement by the maximum number of days employed. Any professional employee who works less than a normal work year of 190 days, whichever is most appropriate in a school year, shall have his/her salary adjusted according to his/her daily rate.

Time requested by District Administration that extends beyond the seven and one-half (7 ½) hour school day will be compensated at twenty-five dollars (\$25.00) per hour. These activities include, but are not limited to, Homebound instruction and tutoring. Those employees who write Reevaluation Reports will be paid two (2) hours at this rate for each

Reevaluation Report.

4. NEW EMPLOYEES

New employees' salaries shall be determined by UDASD in accord with the salary schedules in Appendix A. In the event a new employee is hired by UDASD and will be placed on the salary schedule on a step, which is higher than one with those employees currently in the bargaining unit with the same years of credited teaching service, the UDASD will give advance notice to the UDAEA of such a decision and the reasons for said decision.

5. LENGTH OF SCHOOL DAY

The school day for all full-time professional employees shall be seven and one-half (7 ½) hours, plus all other normal duties considered a part of their responsibility. These seven and one-half (7 ½) hours will include a thirty (30) minute duty free lunch period.

On Parent-Teacher Conference days, barring unusual circumstances which would impact scheduling, conferences shall be held between the hours of 11:30 A.M. and 7:00 PM.

6. PART-TIME EMPLOYEES

Less than full time, regularly employed members shall receive a pro-rated amount of compensation.

Less than five (5) hours daily, regularly employed members shall receive a pro-rated amount of insurance if the employee elects to pay the remaining partial premium.

7. EFFECTIVE DATES OF FRINGE BENEFITS

All fringe benefits shall commence or be increased effective September 1 and shall be based on the school year of September 1 - August 31 for all employees who are members of the bargaining unit.

8. TERMINATION OF BENEFITS

The fringe benefits for professional employees included in the bargaining unit of the District shall terminate concurrently with his/her termination of employment with the District, except for such employees as have completed the full school teaching year for whom benefits shall continue through August 31 of that particular year.

B. INSURANCE PROTECTION

1. Hospitalization Insurance

- a. Each full-time professional employee will have paid to the Insurance Carrier a fringe benefit equal to the individual's rate. This amount is to be paid directly to the insurance company and does not become part of the employee's salary. This fringe benefit will terminate when the employee leaves the district, with the exception of those employees who qualify under section B-1(g) below.

Commencing January 1, 2021, the employee will pay the following percentage of the premium per pay for the PPO Plan (\$250 single / \$750 family deductible plan):

2021-2022: 10%

2022-2023: 10%

- b. In addition, the employee coverage for other members of his/her family will be paid by the district, except as outlined in section "e" below.
- c. The above coverage shall include dependent children as outlined in the Affordable Care Act (ACA) through age 26.
- d. As of January 1, 2015, the spouse of an employee will not be eligible for UDASD-provided health care coverage while the spouse is also eligible for coverage through any of the following employers:
 - a. Commonwealth of Pennsylvania;
 - b. Federal Government, to include Federal Court System or any branch of the U.S. Military;
 - c. Any public school, intermediate unit, cyber or charter school;
 - d. State System of Higher Education Universities or state-owned Universities funded by the State of Pennsylvania; or
 - e. State-related Universities of Pennsylvania (Pennsylvania State Universities, University of Pennsylvania, Lincoln University, and Temple University);
 - f. County government.

This exclusion will not apply to any UDASD employee who is providing spousal coverage as a result of a court order or directive by any other duly recognized judicial body. This amendment will not apply to any employee/spouse when both are employees of UDASD, or any division or branch thereof.

If an employee's spouse loses their employer-provided coverage as stated in Article X, Section B (1)(e), they shall immediately become eligible to enroll under their spouse in the UDASD healthcare plan.

- e. The Association will endeavor to educate members of the Bargaining Unit and their dependents of the importance to inform the hospital and/or doctor when the employee's dependents have health insurance provided by a carrier other than the carrier for the Upper Dauphin Area School District.

The employee shall notify the District with the names of his/her dependents and the name of the insurance carrier if his/her dependents are also covered by health insurance elsewhere within thirty (30) days after the signing of this Agreement and within thirty (30) days of any change in the employment of his/her dependents or the health insurance carrier.

No employee shall participate as an employee under the plan provided by the District if that employee is eligible for benefits as an employee under another plan, nor an employee and dependent under the plan provided by the District so that if both husband and wife are employed by the District, only one employee shall be eligible for enrollment.

- f. In any event - the employee is responsible to initiate this coverage through the Business Office and to modify coverage when necessary.
- g. Bargaining unit members who retire, as per PSERS, from UDASD may continue at their own expense with district medical care to age 65 provided they submit in advance to district business office the monthly premium. However, retirees who obtain full-time employment subsequent to retirement shall not be eligible to remain in the group if their employer provides equivalent or better coverage. Rates will be based on the COBRA rates provided to the district by the trust or carrier.
- h. Professional employees who elect not to be covered by the district's health plan will be compensated each year with two equal payments in June and December to total \$1,250 for the year (single) and \$1,750 for the year (2-party or family coverage). Payments will be made on the second pay of the respective months. Payments are to be made approximately 5 1/2 months after vacating the district's health plan. This does not apply to Article X(B)(1)(e).

Application to opt out or opt back in will be made during the month of November of each school year.

New employees will notify the business office as soon as possible prior to employment. If a new employee opts out of participation of a district health plan, he/she will be entitled to a pro-rated stipend of \$1,250 times (# months divided by 12) for the remaining months, to be paid on the next scheduled payment date.

Commencing September 2000, if both a husband and wife are employed by the district, the spouse who is not eligible for enrollment in the insurance plan (as described in "e." above) will receive the \$1,250 compensation described herein. It is understood that initially this stipend will be pro-rated in the same manner as for new employees.

In emergency situations, and loss of benefits elsewhere, an employee will be able to immediately notify the district of his/her intent to opt back into the healthcare program.

If an employee opts to return in an emergency situation and has been paid the part or the full bonus of \$1,250 to opt out, the bonus will be pro-rated at 1/12th for each month of health benefits that were not used.

2. Excise Tax / Penalty

In the event the District's healthcare plan would be subject to an excise tax or penalty, the parties agree the District's levels and types of benefits shall be modified to avoid such penalty or tax.

The parties agree to establish a Joint Committee with an equal number of representatives from the District and Association for the purpose of reviewing and recommending changes to the District's group healthcare plan to ensure an excise tax is not due on or before January 1, 2022.

In the event the parties cannot arrive at a consensus, the Consortium may change the plan to avoid such a penalty.

3. Dental Insurance

- a. Each full-time professional employee will have paid to the Insurance Carrier a fringe benefit for dental insurance. This amount is to be paid directly to the insurance company and does not become part of the employee's salary. This fringe benefit will terminate when the employee leaves the district.
- b. Each full-time professional employee will have the option to continue the same individual coverage or the option to have family coverage premium paid in full by the district.
- c. This insurance coverage is to include Delta Basic Plan or its equivalent. Commencing September 1, 2000, this plan will include coverage, which will pay fifty percent (50%) UCR for orthodontics with a life-time maximum of one thousand dollars (\$1,000) per family member.
- d. The district will provide a periodontics plan with a maximum usage of \$1,000 per year per family.

4. Group Term Life Insurance

- a. UDASD shall provide the following amount of group term life insurance for each full-time professional employee under regular contract covered by this agreement: \$50,000
- b. UDASD reserves the right to determine the insurance carrier, the terms, specifications, and conditions of the Life Insurance Program and control over the services and financial benefits, which accrue.

5. Vision

- a. The District will provide a Basic Family Plan. This plan will include coverage for examinations, lenses and frames to a maximum of \$200.00 per family member per two (2) year period.
- b. The above insurance coverage shall be pro-rated for all professional employees working less than full time if the employee elects to pay part of the premium.

6. Prescription Plan

UDASD shall continue to provide to each professional employee a Prescription Plan as offered by the Central Susquehanna Region School Employees Health and Welfare Trust.

7. IRS Section 125 Plan

The District will implement a Section 125 Plan.

8. EAP (Employee Assistance Plan)

The District will implement an Employee Assistance Plan.

C. REIMBURSEMENT FOR TRAVEL EXPENSES

- 1. The rate for reimbursement for travel shall be the IRS rate. Payment shall be made within a week after regularly scheduled board meetings, providing a voucher certifying such travel is received at least seven (7) days before the board meeting. Professional employees who have been assigned to more than one school on a given date shall not be reimbursed for travel expenses from home to the first assignment nor from the last assignment to home on a given date, but shall be reimbursed for all travel expenses from the first

school to any other school to which such professional employee was assigned on a given date.

D. REIMBURSEMENT FOR COLLEGE CREDITS

A "Professional Employee" who qualifies shall be reimbursed up to the Penn State, University Park "All Other Programs" rate effective for that semester per college graduate credit to a maximum of twelve (12) credits yearly, until the employee attains a Master's degree. Employees holding a Master's degree may take six (6) credits yearly. If the Employee pays less than the above amount, he will be reimbursed an amount equal to the cost per credit.

1. Criteria for Preapproval

- a. The Professional Employee shall be employed full-time in the UDASD at the time preapproval for taking the courses is given. Approval for tuition reimbursement and salary column change shall be granted only to employees taking courses
 - i. For the purpose of retaining a professional certificate;
 - ii. For further preparation and improvement in his/her area(s) of certification or assigned teaching area;
 - iii. For attaining other appropriate and identifiable certifications or degrees upon the approval of and recommendation of the Superintendent;
 - iv. The preapproval of the Superintendent or his designee is required for tuition reimbursement before coursework commences. Tuition reimbursement will not be awarded if the employee fails to obtain preapproval.
 - v. The signature of the Superintendent signifies that the application is complete.
- b. The Professional employee adheres to the following procedures: (1) the course to be taken has been preapproved; (2) the Professional Employee is not on leave of absence other than sabbatical leave for advanced study in his/her field of teaching, or at the discretion of the Superintendent; and (3) no more than six (6) credits are taken at any given time during the school year; (4) a limit of twelve (12) credits per fiscal year for employees who have not attained a Master's degree and six (6) credits for employees holding a Master's degree; (5) the Professional Employee has completed one full year teaching in the UDASD; (6) no reimbursement is provided when the education is subsidized by fellowship, grant or other financial assistance program.
- c. Pre-approval shall be granted prior to the first meeting of the course. There shall be a three (3) week turn around for course approvals

unless Superintendent is out of District in which case the timeline may be extended for the same period of time that the Superintendent is out of the District.

- d. The course is sponsored by a college, approved by the Pennsylvania Department of Education and is located within the Commonwealth of Pennsylvania, listed as an approved certificate and/or Act 48 provider, or otherwise approved by the Superintendent.
- e. The Superintendent has final approval authority for course work in all cases. The Superintendent may approve a professional employee to take more than twelve (12) credits in an academic year to be part of a cohort or otherwise meet requirements of a program of study.
- f. Requests for reimbursement and salary column change shall include:
 - i. The name of the institution to be attended;
 - ii. The course titles and numbers;
 - iii. The credit level of each course;
 - iv. A copy of each course description from the college's course catalog or online course listing;
 - v. A description of how the course relates to the employee's professional responsibilities;
 - vi. And how the course will enhance job skills and benefit the instructional program.
- g. Preapproved graduate level courses shall count toward Act 48 credit.
- h. Employees enrolled in an identified academic program as of July 1, 2014 will be grandfathered in and allowed to complete their program.

2. Requirements for Reimbursement

Reimbursement for courses taken shall be contingent upon and subject to the following conditions:

- a. The Professional Employee can provide evidence of the following: (1) the request for preapproval was appropriately completed and signed by the Superintendent; (2) a transcript to become property of the district, is submitted showing a final grade of "B" or better in the course; (3) proof of payment for credit cost; and (4) shall repay the District the cost of the course as follows if they leave the district following completion of the course:
 - i. Repay 100% if the employee leaves within one (1) fiscal year of the completion of the course

- ii. Repay 75% if the employee leaves within one (1) to two (2) fiscal years of the completion of the course
 - iii. Repay 50% if the employee leaves within two (2) to three (3) fiscal years of the completion of the course.
 - b. Payment for credits shall not be paid to employees for clinics, seminars, conferences or in-service courses.
 - c. Payment for credits shall not be considered a part of the Professional Employee's salary.
 - d. Correspondence Courses and video coursework shall not be approved.
3. Educational Sabbatical
- a. While on a sabbatical leave, the school district will allow employees to take up to thirty-six (36) credits per year for reimbursement purposes.
 - b. If after a sabbatical, the Employee does not return to the district for service, the Employee shall repay the reimbursement to the District as follows:
 - i. Repay 100% if the employee leaves within one (1) fiscal year of the completion of the course
 - ii. Repay 75% if the employee leaves within one (1) to two (2) fiscal years of the completion of the course
 - iii. Repay 50% if the employee leaves within two (2) to three (3) fiscal years of the completion of the course.
 - d. If intent is to leave following a sabbatical, the sixty (60) day notice stands, and the District will hold the Employee to sixty (60) days.
4. Horizontal columnar movement for professional staff is limited to one column every two (2) years.

E. PAYROLL DEDUCTION OF DUES

- 1. Each professional employee belonging to the professional organization shall be entitled to have his/her dues for such organization deducted from his/her pay upon receipt of signed authorization by the employee to the Business Manager that such be done.
- 2. Authorization forms used for these deductions shall be prepared by the Association, subject to approval by the School Board, completed by the employee and forwarded to the business office by a date mutually agreeable to the parties.

3. Such payroll deductions shall be made by a number of equal installments mutually arrived upon by the Business Manager and the Treasurer of the Association.
4. Two checks for the dues deducted shall be given by the Business Manager to the Treasurer of the Association as follows: first check to be issued in January for all deductions of dues through December; second check to be issued within five (5) days after the last check from which dues have been deducted.

F. PAYROLL DEDUCTION - CREDIT UNION

The School District agrees to withhold employee payroll deduction to the credit union. Employees will be required to complete a form authorizing these deductions.

The association agrees to indemnify and hold the school district harmless of and from any and all claims, demands, suits, grievances, or other forms of liability that may arise out of or be made reason of action taken or not taken in connection with these deductions.

G. SICK LEAVE

Sick leave shall be administered as provided in Section 1154(a) of the Pennsylvania School Code of 1949, as amended.

Excerpt: "In any school year whenever a professional or temporary professional employee is prevented by illness or accidental injury from following his or her occupation, the school district shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of ten (10) days. Any such unused leave shall be cumulative from year to year in the school district of current employment or its predecessor without limitation." "All or any part of such accumulated unused leave may be taken with full pay in any one or more school years."

A professional employee may use up to four (4) of the ten (10) days for "family" sick days per year, as defined below, to care for the employee's spouse, child, parent, brother, sister, grandparent or grandchild. "Family" sick days are days when the employee herself or himself is not ill and is able to report to work but elects to remain at home to care for a family member as defined above. "Family" sick days may not be accumulated from year to year. If the "family" sick days are not used, the days revert back to sick days for the employee.

No employee's salary shall be paid if the accident or injury to the employee is incurred while the employee is engaged in remuneration work not associated with the school district.

The District reserves the right to request a physician's note for any use of sick leave in excess of three (3) days, or in situations where abuse of sick leave is suspected.

The District reserves the right to prorate sick leave for reasons supported by case law and/or Secretary of Education sick leave appeal decisions.

H. PERSONAL LEAVE

1. A maximum of two (2) days of personal leave with pay per "School Fiscal Year" are provided for all members of the professional staff. If not used during the school year, four (4) days will be accumulated to the next year. At no time can employee have a leave balance of more than six (6) days total; two (2) days from the current year and four (4) days accumulated. Any additional days beyond four may be converted to sick days.
2. Ideally, all personal leave requests (except emergency) shall be submitted to the district at least (5) school days prior to the date of the leave desired.
3. A maximum limit of ten percent (10%) of the total staff in a building can be granted a personal day on any one day except that at least one professional employee from each building having fewer than ten (10) total staff members shall be granted personal leave on a given day.
4. If a personal day is approved, it cannot be changed unless a 24-hours advance notice (from the beginning of the scheduled personal day) is reported to the district office by the teacher requesting the leave.

I. BEREAVEMENT LEAVE

When a professional or temporary professional employee is absent from duty because of a death in the immediate family, there shall be no deduction in salary for an absence of 3 minimum school days. The Board may extend the period of absence, at its discretion. **Immediate family** shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, near relative who resides in the same household, or any person with whom the employee has made his/her home.

When a professional or temporary professional employee is absent from duty because of the death of a near relative, there shall be no deduction in salary for absence on the day of the funeral. The Board may extend the period of absence, at its discretion. **Near relative** shall be defined as first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

An additional day of leave will be permitted if the funeral is held more than one hundred fifty (150) miles from the Upper Dauphin Area School District.

J. PROFESSIONAL CONFERENCES

All members of the Bargaining Unit will be allowed one (1) day annually to attend a professional conference. If unused in one (1) year, the day may be accumulated to two (2) days and used. Reimbursement for expenses, including conference fees, will be up to a maximum of one hundred seventy five dollars (\$175) per day when properly vouchered.

K. RETIREMENT ALLOWANCE

1. Retirement shall mean normal retirement as provided by Section 8307 of the Pennsylvania Public School Employees' Retirement Code (Act 96 as amended) or provided by legislation.
2. Any professional employee with ten (10) or more years of service in the district who elects to retire would be paid as a bonus an amount based on the total number of accumulated unused sick leave based on the following table:

Total Number of Days Accumulated Sick Leave	Rate of Reimbursement per Day
1 to 99	\$55.00
100 to 199	\$65.00
200 and over	\$75.00

3. When an employee notifies the school district in writing of his/her intention to retire at the close of that school year no later than March 1 of that same year, then such employee will receive the full retirement bonus by the end of June of that calendar year.
4. When an employee notifies the school district in writing of his/her intention to retire 185 days or more (calculated on a rolling basis) prior to their retirement date, he or she shall receive a bonus of two hundred fifty dollars (\$250.00).
5. If the employee does not qualify for the retirement plans above; that is, he/she is under age 55 or has less than ten (10) years of service in the district, then he/she will receive an amount equal to twenty-five dollars (\$25.00) for each day of accumulated unused sick leave.

L. SICK LEAVE BANK

The Association has established a sick leave bank at no cost to the school district to which all bargaining unit employees may belong on a voluntary basis. The sick leave bank is administered by the Association with rules and regulations governing same.

In establishing the sick leave bank at least seventy percent (70%) of all bargaining

unit members must agree to contribute to the bank. The Association will furnish a list of those who contribute along with rules and regulations.

Employees will be eligible to use sick leave bank days when all their sick leave is exhausted.

The Association shall indemnify and save the district harmless of and from any and all claims, demands, suits, grievances, or other forms of liability that may arise out of or be made reason of action taken or not taken in connection with any aspect of the Sick Leave Program.

M. COMPENSATION

1. The salaries paid to members of the bargaining unit in the 2021-2022 and 2022-2023 school years shall be in accordance with the salary schedules attached as Appendix 1 and understandings recorded by the parties during negotiations. Those salaries shall be set forth on a salary list which shall be kept by the Association and the District. Each person will move one step on the salary schedule as indicated by the Step Placement Chart in Appendix 2.

2. Masters +15 category shall mean fifteen (15) graduate credits completed, at an approved college, subsequent to the issuance of the earned Masters degree.

The Masters +30 category shall mean thirty (30) graduate credits completed, at an approved college, subsequent to the issuance of the earned Masters degree.

The Masters +45 category shall mean forty-five (45) graduate credits completed, at an approved college, subsequent to the issuance of the earned Masters degree.

The Instructional II category shall mean the attainment of an Instructional II certification from the Pennsylvania Department of Education.

3. Salary:

Credit will not be granted for a Master's Equivalency after August 31, 1997 (academic work must be completed prior to August 31, 1997).

Those employees with a Master's Equivalency who are currently in the M+15 column on the salary schedule and who subsequently receive an earned Master's Degree shall remain in the M+15 column and may move horizontally upon completion of fifteen (15) graduate credits at an approved college subsequent to the issuance of the Master's Degree.

Those employees with a Master's Equivalency who are currently in the M+30 column on the salary schedule, and who subsequently receive an

earned Master's Degree, shall remain in the M+30 column and may move horizontally upon completion of fifteen (15) graduate credits, at an approved college, subsequent to the issuance of the Master's Degree.

Those employees with a Master's Equivalency who are currently in the M+45 column on the salary schedule, and who subsequently receive an earned Master's Degree, shall remain in the M+45 column.

N. SICK LEAVE USED FOR FAMILY

A maximum of four (4) sick days per year may be used for the care of an immediate family member. An immediate family member shall be defined as a child, spouse, parent, parent-in-law, or relative living with the employee. These days will not be accumulated year-to-year and will revert to regular sick days for the employee if not used during the year.

O. ASSAULT

When a professional employee's absence from work arises from an assault, as that term is defined in the Pennsylvania Crimes Code at 18 Pa. C.S. 2702(a) (5), said employee shall continue to receive all wages and other benefits as set forth in this Agreement, provided that the employee presents medical documentation to the Board that establishes that the employee's absence is directly related to the assault. Such payments shall continue until said employee begins receiving wage loss benefits under the Workers' Compensation Act, at which time all wages that may have been paid to the employee by the Board shall cease and any such payments received by the employee thereafter, in excess of the amount to which the employee would have been entitled under the Workers' Compensation Act, shall be reimbursed by the employee to the Board.

P. ACADEMIC SUPPORT PROGRAMS

Bargaining unit employees will be given right of first refusal for any extra-curricular positions created as part of a district-run academic support program (before school, after school or over the summer months).

Q. VACANCIES AND TRANSFERS

The Employer shall advertise professional (bargaining unit) job vacancies occurring within the Employer's school district both internally and externally and will permit the employees to indicate a desire to occupy any such vacancy. Whenever vacancies arise or are anticipated during the school year, that the Employer decides to fill, such positions shall be posted on the website and advertised via email. Whenever vacancies arise or are anticipated between the end of the school year and the beginning of the next, they shall be posted on the website and advertised to all employees via email and the school district will

make a robocall.

Unless circumstances require a lesser period, interested employees must apply within a period of seven (7) calendar days after notice is given by the Employer. For all permanent, posted bargaining unit vacancies, all properly certified bargaining unit applicants will be granted an interview. While the Employer shall consider any letter of interest, the Employer shall have the sole right to fill a job vacancy.

The employees not selected for the position shall receive written notice within five (5) calendar days of the successful candidate's approval by the Board.

Vacancy shall be defined as a permanent position the District is desirous of filling.

R. SENIORITY

1. Seniority shall be defined as continuous length of time as a temporary professional employee or professional employee in the District as that term is defined under the Public School Code of 1949, as amended.
2. Seniority shall not accrue for time served as a long term substitute or as a day to day substitute.
3. Part time employees shall accrue seniority on a pro rata basis.
4. The school district will create and maintain a seniority list for all bargaining unit employees. Such list shall include the employee's first working day as a temporary professional employee or professional employee, length of employment, and the employee's areas of professional certification. This list shall be posted once each year with notice to the bargaining unit members and the Association. Any concerns regarding placement on the seniority list must be raised within two (2) weeks of the posting date; otherwise the list will be presumed to be accurate and no modifications will be made thereto until the next posting. Concerns expressed during the posting period which remain unresolved are subject to the grievance procedure.
5. Whenever two (2) employees have the same "first working day" so that their seniority would commence at the same time, their order of seniority shall be determined by lot, the method of which to be mutually agreed upon by the EA and the District. Once the determination is made by lot such determination shall establish their position for seniority purposes for the balance of their employment. Tenured employees shall be considered more senior to non-tenured employees having identical seniority as defined by this Agreement.
6. Seniority shall be determined on the basis of the school year or the number of days worked if less than one school year. An employee who worked more than the normal school year shall not be credited with any more seniority than an employee who works the normal school year.

7. During the first week of January 2018, the District shall post a preliminary seniority list. Employees shall have two (2) months from that posting date to review and correct any inaccuracies. After that time, the list shall be considered final, absent extenuating circumstances. Thereafter, the annual posting of the list shall be by the second week of September.

ARTICLE 11 SAVINGS CLAUSE

Those rights and benefits granted to professional employees prior to the ratification of this Agreement shall remain in effect during the lifetime of this Agreement unless altered by the terms of this Agreement.

ARTICLE 12 REPRISAL

The previous sections modify and amend the other Articles of this Agreement set forth the effects of the strike.

The Association and employees shall suffer no reprisals from the Employer because of participation in the strike.

The Employer shall suffer no reprisals from the Association or its employees because of the strike.

**APPENDIX 1
SALARY SCHEDULES**

**Year 1 – 2021-2022
Step movement**

Upper Dauphin Area EA Year 1 - 2021-22 Salary Schedule						
Step	B	Inst. II	M/Meq	M+15	M+30	M+45
1	44,042	50,112	53,913	56,413	58,913	61,413
2	44,810	50,880	54,681	57,181	59,681	62,181
3	45,579	51,649	55,450	57,950	60,450	62,950
4	46,347	52,417	56,218	58,718	61,218	63,718
5	47,115	53,185	56,986	59,486	61,986	64,486
6	47,883	53,953	57,754	60,254	62,754	65,254
7	48,674	54,744	58,545	61,045	63,545	66,045
8	49,497	55,567	59,368	61,868	64,368	66,868
9	50,594	56,664	60,465	62,965	65,465	67,965
10	51,969	58,039	61,840	64,340	66,840	69,340
11	53,345	59,415	63,216	65,716	68,216	70,716
12	54,720	60,790	64,591	67,091	69,591	72,091
13	56,096	62,166	65,967	68,467	70,967	73,467
14	57,471	63,541	67,342	69,842	72,342	74,842
15	59,047	65,117	68,918	71,418	73,918	76,418

Year 2 – 2022-2023
Step movement

Upper Dauphin Area EA Year 2 - 2022-23 Salary Schedule						
Step	B	Inst. II	M/Meq	M+15	M+30	M+45
1	44,842	50,912	54,713	57,213	59,713	62,213
2	45,610	51,680	55,481	57,981	60,481	62,981
3	46,379	52,449	56,250	58,750	61,250	63,750
4	47,147	53,217	57,018	59,518	62,018	64,518
5	47,915	53,985	57,786	60,286	62,786	65,286
6	48,683	54,753	58,554	61,054	63,554	66,054
7	49,474	55,544	59,345	61,845	64,345	66,845
8	50,297	56,367	60,168	62,668	65,168	67,668
9	51,394	57,464	61,265	63,765	66,265	68,765
10	52,769	58,839	62,640	65,140	67,640	70,140
11	54,145	60,215	64,016	66,516	69,016	71,516
12	55,520	61,590	65,391	67,891	70,391	72,891
13	56,896	62,966	66,767	69,267	71,767	74,267
14	58,271	64,341	68,142	70,642	73,142	75,642
15	59,847	65,917	69,718	72,218	74,718	77,218

APPENDIX 2
STEP PLACEMENT CHART

Upper Dauphin Area EA Step Placement Chart 2020-21 through 2021-22		
2020-21 Step	2021-22 Step	2022-23 Step
1	2	3
2	3	4
3	4	5
4	5	6
5	6	7
6	7	8
7	8	9
8	9	10
9	10	11
10	11	12
11	12	13
12	13	14
13	14	15
14	15	15
15	15	15

APPENDIX 3 DRUG AND ALCOHOL

The District recognizes that the misuse of drugs and/or alcohol is a serious problem with legal, physical and social implications for the whole school community. As such, the District is very much concerned about the problem that may be caused by the misuse of drugs and/or alcohol by employees, especially as such use relates to the safety, efficiency and productivity of all employees.

Therefore, employees are prohibited from possessing, or being under the influence of, or being unfit for duty due to, illegal controlled substances/narcotics or alcoholic beverages while engaged in official District business or while performing in any capacity as a District employee where students are participating. Employees may be asked to submit to a drug/alcohol test when "Reasonable Suspicion" exists. "Reasonable Suspicion" testing must be determined by a supervisor or manager who has been trained in the specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. In cases where a supervisor/manager believes that "Reasonable Suspicion" exists, the Superintendent (or designee) will be notified and appear on site to examine the circumstances and determine the appropriate course of action. Additionally, the Association President (or designee) will be notified and afforded the opportunity to appear on site as well.

Once it has been determined that reasonable suspicion exists, be advised that it is a violation to refuse consent to test for these purposes or to test positive for alcohol or illegal drugs. Policy violations may result in disciplinary action, up to and including termination, dependent upon the specific circumstances and/or frequency of occurrence surrounding the incident. Any employee who tests positive his/her first time shall not be permitted to work and shall be evaluated by a Substance Abuse Professional (SAP) to determine what assistance the employee needs in resolving problems associated with the use of controlled substances and/or alcohol. If the employee requires treatment, the SAP will facilitate the employee's treatment and will monitor participation in the program to determine whether or not the employee has followed the prescribed rehabilitation program. Cost for evaluation and treatment will be the responsibility of the employee if it is not covered by the District's health insurance plan.

Employees will be returned to work after the District receives certified recommendation to return to full duty. Failure to cooperate with an agreed-upon treatment plan may result in discipline, up to and including termination. An employee who returns to full duty, after satisfying the recommended treatment plan, and subsequently tests positive within one (1) calendar year of his/her return, will not be afforded the benefits of this Article again and will be immediately terminated.

Any employee testing positive for controlled substances will be given an opportunity to request, within 72 hours of being notified of a verified positive test result by the Medical Review Officer, that the split specimen be analyzed in a different DHHS certified laboratory for the presence of the drug(s) for which a positive result was obtained. If the split specimen fails to reconfirm the presence of the drug(s) found in the primary specimen, the MRO shall report the test result as negative. An employee who requests that the split specimen be tested must pay for the cost of the split specimen unless the results are negative. After a positive drug or alcohol test, there is no opportunity to have a "second collection".

All drug and alcohol testing, except for Return-To-Duty testing, is considered "on-duty" time and thus employees are in compensable status for all time, including travel time to and from the collection site. An employee removed from duty, pending the outcome of a reasonable suspicion test, may use Personal Days or Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost or paid leave used. If an employee is removed from duty and referred to treatment following a positive test for controlled substances and/or alcohol, he must use paid sick leave (with the option of personal leave once full pay sick leave expires); and/or if the employee is without paid sick leave, he must request Board approval for leave without pay, which approval shall not be unreasonably denied.

Employees who are experiencing work-related or personal problems resulting from drug, narcotic, or alcohol abuse or dependency may request, or be required to seek, counseling help and shall be granted a leave of absence to undertake rehabilitation treatment. The employee will not be permitted to return to work until certification is presented to the Office of Human Resources that the employee is capable of performing his job. Participation in counseling, including District-sponsored or required counseling, is confidential and would not have any influence on performance appraisals. Job performance, not the fact that an employee seeks counseling, is to be the basis of all performance appraisals. Participation in a treatment program does not insulate an employee from the imposition of discipline for violations of this or other District policies.

The District will, to the extent feasible, provide continuing awareness programs about the harmful effects of drug and alcohol abuse.