

**Radnor Township School District and Radnor School Employee Association
Tentative Agreement
September 1, 2015 through August 31, 2019**

➤ **Length of contract**

- Four years commencing September 1, 2015 and running through August 31, 2019.

➤ **Wage Increases**

- 2015-2016 Retroactive to September 1, 2015
 - Drivers 1.99% \$24.15
 - Monitor 1.99 \$15.32
- 2016-2017
 - Drivers 2.4% \$24.73
 - Monitors 2.4% \$15.69
- 2017-2018
 - Drivers 2.90% \$25.45
 - Monitors 2.90% \$16.14
- 2018-2019
 - Drivers 3.40% \$26.31
 - Monitors 3.40% \$16.69

➤ **Dues Deduction**

ARTICLE 9

DUES DEDUCTION

- a. The School District shall deduct from the pay of each Association member, provided written authorization from each member so subject to deduction is furnished to the School District, dues in the amount established by the Association's Constitution and By-Laws. The School District shall transmit to the Association all monies withheld by the last day of the succeeding month after such deductions are made.
- b. Fair Share
 1. As long as the Association provides proof satisfactory to the School District that at least 80% of the bargaining unit are members of the Association, the remaining Employees, shall be required to pay to the Association a "Fair Share Fee" for the services the Association rendered as the exclusive bargaining agent for that year.
 2. For the purposes of this article "Fair Share Fee" shall be determined in accordance with applicable law.
 3. As long as the Fair Share Fee remains in effect, the School District, on or before October 15 of each such year, will provide the Association with a list of the names and addresses of all Employees. The School District will also provide the Association with the name and address of any Employee hired after October 15 within thirty (30) days of the Employee's date of hire.

➤ **Sick Leave**

ARTICLE 12
SICK LEAVE

- a. Bus Drivers and Bus Monitors shall accumulate paid sick leave at a rate of three days per year. The unused portion of this allowance shall accumulate from year to year without limitation.

➤ **Life Insurance**

Article 16
Life Insurance

The Board shall pay for and provide group term life insurance coverage in the amount of \$17,500 for each Bus Driver and each Bus Monitor who has one or more years of District service and who is regularly scheduled to work at least an AM and PM run five days per week, during the term of this agreement.

➤ **Medical Insurance**

~~2. Size of Pool~~

- ~~a. The Pool for each fiscal year (i.e. July 1 through June 30) shall be in the amount of Nine Thousand (\$9,000.00).~~
- ~~b. The date of the covered service shall be determinative of the fiscal year to which the reimbursement will be attributed for the purposes of the Pool. Any payment made by the School District to a member of the bargaining unit will be applied to the Pool for the applicable fiscal year and the Association shall not have the right to challenge either by grievance or arbitration the propriety of any payment that has been made by the School District and applied to the Pool. Any money remaining in the Pool, after eligible expenses have been reimbursed for any fiscal year, shall belong to the School District.~~

~~3. Implementation and Change in Implementation of the Pool~~

~~Unless directed otherwise by the Association, in writing, the School District shall reimburse Employees in accordance with these provisions on a first come, first served basis. The School District shall notify the President of the Association and the President of the Association shall contact the Business Administrator on or about January 2 and April 2 each year to review utilization data and financial information concerning expenditures from the Pool. The Association may, at its sole discretion, determine to change the manner in which the Pool is expended. Any such change shall be communicated in writing to the Business Administrator and shall be implemented as soon as reasonably practical. RSEA and the School District shall jointly notify Employees covered by the PC C1F101 plan of any such change before the change is implemented. Any such change shall not apply to any service on a date prior to the notice.~~

4. Stipulations

- a. Following a 90 day probationary period, all Bus Drivers who are regularly scheduled to work at least an AM and PM run, five days per week, shall be eligible to participate in a plan of benefits consistent with the plan of benefits provided in the Independence Blue Cross plan C2F201. The School District shall pay 75% of the health premium for each such Employee, when such Employee elects single, Employee child(ren) or Employee spouse coverage in a plan which provides benefits comparable to C2F201 and the prescription plan listed below during the Employee's first full year of employment following the 90 day probation period. Starting with the second consecutive year of employment and thereafter the School District and the Employee will follow Section E below regarding the premium payments for healthcare.
- b. For Monitors: All Bus Monitors who are regularly scheduled to work at least an AM and PM run, five days per week, are eligible for Single coverage under a plan of benefits consistent with the plan of benefits provided in the Independence Blue Cross plan C2F201 and the prescription plan listed below, with the ability to purchase additional coverage for eligible spouses or dependents at their own cost. Following a 90 day probationary period, the School District shall pay 50% of the premium during the first full year of employment; 70% of the premium during such Employee's second consecutive full year of employment; 85% of the premium during such Employee's third consecutive full year of employment; and starting with the fourth year of consecutive employment the School District and the Employee will follow Section E below regarding the premium payments for healthcare.

The Employee's share of the monthly premium shall be paid through payroll deduction. For all Bus Monitors employed on the effective date of the Agreement, 90 day probation and consecutive years of employment will be calculated based on the Bus Monitor's date of hire.

- c. Prescription Benefits – Except for probationary Employees, each Employee who is regularly scheduled to work at least an AM and PM run, five days per week who is entitled to prescription coverage under the forgoing provisions of this Agreement, will receive single, dual or family prescription coverage,

- i. 2015 – 2016 5/15/35, with limits defined below
- ii. 2016 – 2019 As per the Delaware County Public Schools
Healthcare Trust

In addition to all terms, conditions, limitations and exclusions contained in the applicable plan or policy, the following terms and conditions shall apply:

- 1. Oral Erectile Dysfunction medications will be limited to 6 tablets for a 30 day supply;

2. Prescription Drugs related to the diagnosis and therapy of infertility problems will be limited to a lifetime benefit of \$5,000. ~~Only medications filled after the contract settlement will be included in this calculation.~~
 3. Prior authorization will be implemented for certain Medications to ensure Medications are being utilized for the FDA approved diagnosis.
 4. Specialty Injectables will be limited to a 30 day supply at the retail pharmacy and mail order facility.
 5. Drug Quantity Management will be implemented to ensure that the number of pills dispensed agree with the FDA-approved dosing guidelines and medical literature.
 6. Subject to the rules of availability, the Copay at the Retail Pharmacy will be for a thirty (30) day supply at the applicable copayment. The Copay through mail will be for a ninety (90) day supply at twice the applicable copayment.
 7. Formularies are permitted to change as per the insurance carrier or plan.
 8. Pre-authorization requirements, quantity limitations and frequency limitations are permitted to change.
- d. Bus Drivers and Bus Monitors who are regularly scheduled to work at least an AM and PM run, five days per week, shall be eligible to participate in a group dental insurance plan comparable to the basic Delta Dental plan with riders on a coinsurance basis as follows: 75%-25% Periodontics and Major Restorative/Crowns benefits and 50%-50% Orthodontics/Prosthodontics benefits with a lifetime cap of \$1,000/2,000 per family member. The School District shall pay 50% of the monthly premium for eligible drivers and monitors electing single, dual, or family coverage under the group dental insurance plan. Such Employee's share of the monthly premium will be paid through payroll deduction.
- e. Premium Share
- Notwithstanding any provision in this Agreement to the contrary, each Employee (other than Employees who are sharing higher premium responsibilities due to years of service) being provided with health insurance under this Agreement, shall contribute, through payroll deductions, towards premium in the amounts set forth as follows:
1. For the 2015-2016 fiscal year, the premium share shall be in the amount of \$480 annually for single coverage and \$960 annually for all other coverage.
 2. For the 2016-2017 fiscal year, the premium share shall be in the amount of 6.5% of the premium costs for the annual medical plan provided herein.
 - a. For the 2016-2017 school year the increase in premium share contribution is greater than an employee's wage increase for this year, then the District will compensate the employee for the difference of that amount plus \$100, to make the employee

whole, provided the employee is electing the same medical plan and coverage as in the previous school year.

- b. The district will issue the difference on a regularly scheduled payroll in the month of December.
- c. For the 2017-2018 fiscal year, the premium share shall be in the amount of 6.75% of the premium cost for the annual medical plan provided herein.

- 4. For the 2018-2019 fiscal year, the premium share shall be in the amount of 7.0% of the premium cost for the annual medical plan provided herein.
- 5. All premium share contributions shall be made through equal bi-weekly payroll deductions.

f. Options for Provision of Plan of Benefits

The School District shall be deemed to have fulfilled its obligations under this Agreement if it obtains insurance, adopts a self-funded plan, or participates or joins in a pool or trust, which provides the “plan of benefits” defined in this Agreement. In the event that any benefit is denied by any applicable insurer, self-funded plan, pool or trust, the sole and exclusive remedy of the Employee or, if applicable, the spouse or dependent is to utilize the applicable appeal process set forth in the applicable insurance policy, self-funded insurance plan, pool or trust. So long as the School District has obtained insurance, adopted a self-funded plan, or participated in a pool or trust providing the benefits required, arbitration under this Agreement shall not be available with respect to any claim or grievance by any Employee (for himself/herself, or his/her spouse or dependent) for any benefit.

g. “Plan of Benefits” Defined

The term “plan of benefits” shall mean the particular benefits that are identified in this Agreement and shall not include any other feature or provision of the insurance policy, self-funded plan, pool or trust. The School District may provide benefits in excess of those identified in the applicable “plan of benefits.” In the event that the School District provides benefits in excess of the required “plan of benefits,” the School District may eliminate any excess benefits at any time, so long as the benefits provided meet the defined “plan of benefits.”

h. Section 125 Plan

The School District shall provide a Section 125 Plan (including a flexible spending account for medical and dependent care and premium contribution) which shall be subject to the terms, conditions, limitations, and exclusions of applicable law.

➤ **Vision**

- 1. Bus Drivers and Bus Monitors who are regularly scheduled to work at least an AM and PM run, five days per week, will be eligible to receive a maximum aggregate

reimbursement for approvable vision care expenses incurred by a bargaining unit member or on behalf of the bargaining unit member's dependents in an amount not to exceed four hundred dollars (\$400) during the term of this Agreement as provided in detail below. Following a 90 day probation period, eligible employees hired after the effective date of this Agreement will be eligible to receive a maximum aggregate reimbursement for approvable vision care expenses in an amount reduced from the full benefit on a prorated basis to account for the amount of time the newly hired bargaining unit member was not employed during the four year term of this Agreement.

2. The Plan shall be an Employee reimbursement plan whereby Bargaining Unit Members shall, upon presentation of appropriate documentation of incurred expenses, be reimbursed for approvable expenses for vision care incurred by a Bargaining Unit Member and/or eligible dependent(s) of a Bargaining Unit Member during the periods September 1, 2015 through August 31, 2019 ("the coverage period").
 - a. The Plan shall require that "eligible dependents of a Bargaining Unit Member" shall be the same dependents of a Bargaining Unit Member who are eligible to be covered by the existing plan.
 - b. The Plan shall provide that in order to be reimbursable, the event that gave rise to the approvable expenses (i.e., performance of the eye examination, provision of the frame or lens, adjustment of glasses) shall have taken place during the coverage period.
 - c. The Plan shall provide that, as a minimum, the following expenses shall be approvable expenses for which reimbursement(s) may be made up to the maximum aggregate reimbursement amount of four hundred dollars (\$400) per employee during the coverage period.
 - i. The cost of eye examination and refractive services performed by a licensed doctor of medicine or osteopathy, including an ophthalmologist or a licensed optometrist, including, but not limited to case history, external and internal examination of the eyes, testing visual acuity, determination of binocular measurement and prescribing corrective lenses.
 - ii. The cost of post-refractive services of a licensed doctor of medicine or osteopathy, including an ophthalmologist, a licensed optometrist or licensed dispensing optician consisting of facial measurement and other determinations required for ordering lenses and/or frames, adjustment of glasses, and the cost of materials including frames and lenses (including single vision, bifocal, trifocal, aphakia, contact and/or tinted lenses), where required due to loss, damage or breakage to existing lenses or frames or where new or replacement lenses and/or frames are required because there is sufficient loss of visual acuity to warrant a new or changed prescription of lenses.
 - iii. The following expenses shall not be approvable expenses of the Plan: the cost of non-prescription sunglasses, medical or surgical treatment, drugs or other medications, services annually provided free of charge, any vision care service covered by existing District insurance policies, and services.

➤ **Absence and Lateness**

ARTICLE 5

ABSENCE and LATENESS

In all cases of excused absence or lateness, the Director of Transportation or his/her designee shall be notified of the proposed absence or lateness not later than one (1) hour before the Employee's scheduled starting time. Requests to be excused are to be directed to the Director of Transportation or his/her designee, who will accept or reject them and determine whether or not there is to be a loss of pay.

➤ **Work Cancellation**

ARTICLE 7

WORK CANCELLATION

- a. If an Employee reports for work without prior notice (by radio announcement or telephone call) that work is not available during a regularly scheduled work-day (Monday – Friday), the Employee will receive compensation based on his/her scheduled AM run time.
- b. If an Employee reports for work on a Saturday and/or Sunday for an assigned extra run which is cancelled and less than two (2) hour notice has been given that work is not available, the Employee will receive two and one-half (2 ½) hours pay.

Bus Inspection

1. In consultation with the RSEA the RTSD Director of Transportation, the Business Administrator, and the Director of Human Resources will revise the current School Bus Driver's Daily Walk Around and Inside Safety Check checklist for all drivers to adhere to for bus inspections. The revised School Bus Driver's Daily Walk Around and Inside Safety Check checklist will become part of the Rules and Regulations handbook.

Cadillac Tax

- In the event the RTEA agrees as part of a successor collective bargaining agreement to a process and procedure for addressing an excise tax under the Affordable Care Act (IRC Section 4980I) with respect to any health benefit plans, including modifications to those plans, then the RSEA and the School District agree to incorporate the same language, as applied to RSEA, as part of this Agreement.

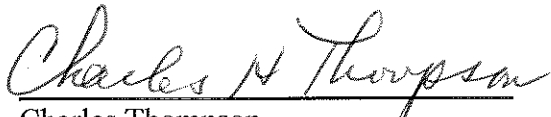
Side Letter

Health Care Benefits Buy-Out Option

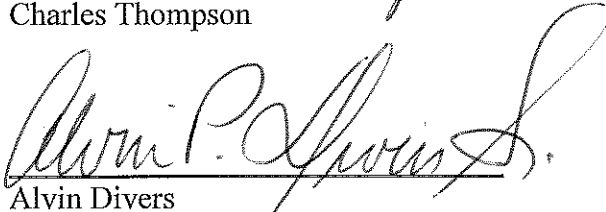
1. The District will provide a plan offering a cash incentive on an annual basis to employees who opt to eliminate participation in the District's group healthcare plans, including medical, dental, and prescription coverage. To be eligible under the Buy-Out option in this section, the employee may not be covered by a family member's District healthcare plan. An employee who opts out under this section may participate in the District's dental plan by paying the full COBRA rate for the coverage elected. The annual cash incentive for employees who opt to eliminate

- participation in the District's group healthcare plans, including medical, dental and prescription coverage shall be as follows:
- a. \$1,500 for 2015-2016
 - b. \$1,800 for 2016-2017
 - c. \$2,200 for 2017-2018
 - d. \$2,500 for 2018-2019
2. If an employee received the Buy-Out prior to September 1, 2015, and was covered by a family member's District healthcare plan, the annual payment shall be as follows:
- a. \$1,500 for 2015-2016
 - b. \$1,000 for 2016-2017
 - c. \$500 for 2017-2018
 - d. \$0 for 2018-2019


This Tentative Agreement is agreed to by the following on November 11, 2015:


Charles Thompson


Michelle Diekow


Alvin Divers


Todd Stitzel


Christopher Mallory