

**CONTRACT BETWEEN THE BERWICK AREA SCHOOL  
DISTRICT AND THE BERWICK AREA EDUCATION ASSOCIATION**

**I. Recognition**

The Berwick Area Educational Association, hereinafter called "Bargaining Agent", is hereby recognized by the Berwick Area School District, hereinafter called "Employer", as the bargaining agent for the following classifications of full time certified employees and regular part-time employees:

**Guidance Counselors  
Dental Hygienist  
Nurses  
Librarians  
Speech Therapist  
Home and School Visitor  
Classroom Teachers  
Permanent Long-Term Substitutes**

This unit has been formed under Pennsylvania Law (Act 195) and recognized by the Pennsylvania Labor Relations Board Number PERA-R-177-C.

Regular part-time employees shall be those members of the bargaining unit who work four (4) periods or more per day in the high school and/or middle school, 18.75 hours per week or more in the elementary schools. Those regular part-time employees shall receive full benefits but their salary shall be pro-rated. Long term substitutes shall be substitute classroom teachers whom substitute for sixty continuous days in the same position.

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

**II. Term**

The term of this agreement shall begin on August 15, 2008, and shall continue in force and effect until August 14, 2011, or until such later date as the two parties may herein after 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 signature thereto.

**III. No Strike - Lock Out Provision**

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of the agreement to which the parties have agreed, the bargaining agent pledges that 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, and the employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of this agreement.

#### IV. Wages and Salary Provision

- (a) The parties agree that wages and salaries to be effected by this agreement are accurately reflected in Appendix D.
- (b) Each member of the bargaining unit holding a bachelor degree and teaching certificate, upon evidence of approved credits hereafter earned and beyond the bachelor degree, shall receive an increase in his/her salary according to the following schedule at the beginning of the next school term and as noted in the referenced salary guide.

The member of the bargaining unit must submit an official transcript and a letter of request to the employer for consideration of the increase reflected in the above schedule of additional credits. If the member of the bargaining unit submits evidence of credits completed prior to the beginning of the new school term, the member of the bargaining unit shall receive the increase provided for at the beginning of the school term.

Credits to be approved for the BS plus 15 increases may include 15 additional approved graduate credits or 6 approved undergraduate credits and/or State approved in-service credits and 9 approved graduate credits. In all other cases, only approved graduate credits will entitle the employee to any increase under this schedule. This section shall not be interpreted so as to reduce the column attainment already achieved.

- (c) Extra Instruction. Compensation for classroom instruction beyond the school year as provided herein shall be \$20.00 per hour and for non-classroom instruction or supervised activities not provided for as extracurricular activities shall be \$19.00 per hour in 2008-09 and as follows:

<u>2008-09</u>	<u>\$20.00 and \$19.00</u>
<u>2009-10</u>	<u>\$20.75 and \$19.75</u>
<u>2010-11</u>	<u>\$21.50 and \$20.50</u>

- (d) Department heads. Department heads shall fall into two categories:
- (1) Department heads, in those departments having less than ten (10) members who teach the majority of time in the given department shall receive a yearly supplemental salary as follows:

<u>2008-09</u>	<u>\$1,350.00</u>
<u>2009-10</u>	<u>\$1,400.00</u>
<u>2010-11</u>	<u>\$1,450.00</u>

- (2) Department heads, in those departments having ten (10) or more members who teach the majority of their time in the given department, shall receive a yearly supplemental salary as follows:

<u>2008-09</u>	<u>\$1,450.00</u>
<u>2009-10</u>	<u>\$1,500.00</u>
<u>2010-11</u>	<u>\$1,550.00</u>

- (e) Head Teachers. Berwick Area School District agrees that if "Head Teachers" are reinstated under the title of "Head Teacher" or any similar title, said person shall receive a yearly supplemental salary as follows:

<u>2008-09</u>	<u>\$1,275.00</u>
<u>2009-10</u>	<u>\$1,300.00</u>
<u>2010-11</u>	<u>\$1,325.00</u>

- (f) During the term of this contract, any professional employee with more than Twenty (20) years of full time service in the Berwick Area School District, whom notifies the Superintendent of his/her election to retire before February 1 of any school year as stated above under this contract will be eligible for a district provided non-elective employer contribution to the employee's 403(b) retirement account in the amount equal to sixty-five (\$65.00) Dollars for every year of service within the district, and forty-five (\$45.00) dollars for each unused sick leave day (not elected to be used for health care subject to paragraph n). This will be a lump sum payment and will not be applied to retirement. Maximum amounts are as follows:

<u>2008-09</u>	<u>\$13,500.00</u>
<u>2009-10</u>	<u>\$14,000.00</u>
<u>2010-11</u>	<u>\$14,500.00</u>

**If the district's contribution causes the employee's account to exceed the Section 415(c) contribution limitation for the year, then any excess over that limit shall be contributed to the former employee's 403(b) account in the next tax year, and in each subsequent tax year until the full amount due to employee has been contributed as non-elective employer contributions. The district shall make no contributions under this provision in any calendar year that begins after the fifth year following the year in which the employee's severance from service with the district.**

**For administrative convenience, all district contributions into 403(b) accounts under this Agreement shall be deposited into qualified 403(b) accounts established for each eligible employee with Kades-Margolis, an approved vendor, who shall be responsible for administering the program.**

**The employee shall receive no cash option. Should the retiree die prior to receiving all the 403(b) retirement payments due, the district shall make the maximum payment allowed by the IRS to the retiree's 403(b) and any unpaid balance shall be contributed to the retirees Health Reimbursement Account.**

- (g) The district shall adopt an IRS Section 125 Plan which shall include for members of the bargaining unit a Flexible Spending Program (FSA) which provides an opportunity for pre-tax payroll deduction for Medical Expenditures and Dependent Care Expenses beginning no later than January 1, 2009. The Medical Minimum shall be \$120.00; Medical Maximum shall be \$3,000.00 annually; the Dependent Care Maximum shall be the maximum permitted by IRS regulations. The district shall utilize the Section 125 Plan marketed and implemented by Kades-Margolis.

(h) Teachers working full time with classes of exceptional children designated as such and approved by the Department of Education and holding a college certificate valid in the area of assignment shall receive an additional \$225.00 per year over and above his/her professional salary as determined above.

(i) **Team leaders shall receive a yearly supplemental salary** as follows:

<u>Elementary and Secondary</u>	
<u>2008-09</u>	<u>\$1,350.00</u>
<u>2009-10</u>	<u>\$1,400.00</u>
<u>2010-11</u>	<u>\$1,450.00</u>

(j) Induction Program:

Support teachers will be compensated \$600.00 for their participation in the Induction Program. If the Induction Program is not required by the Pennsylvania Department of Education, then the Board may discontinue this provision.

(k) Special Teachers:

The Berwick Area School District will continue to assign specialists in the fields of art, music, and physical education.

(l) Preparation Time:

The Berwick Area School District will continue to provide preparation time for the professional staff in amounts at least equal to the 2007-2008 school term.

Two and one-half (2.5) hour weekly planning period will be provided for the elementary staff grades one through five. Kindergarten, specialists and special education teachers will receive their two and one-half (2.5) hour weekly planning time throughout the scheduled school day.

Secondary staff will be provided one planning period per day at least equal to the length of the scheduled daily class periods. This will be scheduled by the administrator in charge and will not be scheduled uniformly at the beginning or the end of the school day.

High School and Middle School staff members will not give up this preparation time to cover in-school suspension programs.

(m) Middle School department heads shall receive a yearly supplemental salary as follows:

<u>Middle School</u>	
<u>2008-09</u>	<u>\$700.00</u>
<u>2009-10</u>	<u>\$750.00</u>
<u>2010-11</u>	<u>\$800.00</u>

**(n) Payment for Medical Insurance beyond Retirement:**

During the term of this contract, any professional employee with more than Twenty (20) full time years of service in the Berwick Area School District, whom notifies the Superintendent of his/her election to retire before February 1 of any school year as stated above under this contract will be eligible for district provided post- employment healthcare benefits with limits as outlined below.

The district shall make a non-elective contribution for each eligible employee into a Health Reimbursement Account ("HRA"). On every July 1<sup>st</sup>, or first business day of the fiscal year, the district will deposit a yearly HRA contribution for each eligible employee as follows:

The employee with more than twenty (20) full time years of service in the Berwick Area School District will be allowed to purchase the value of full and partial year(s) of medical coverage with sick and personal days. Retiring employees will have the option of using accumulated sick and personal days for severance pay (section f) or to purchase the value of medical insurance, or both.

The employer agrees to pay the value of one year of medical insurance premiums, at the employer's rate, for all retiring employees for each thirty five (35) days of unused sick leave accumulated or accumulated personal days at the time of retirement into an HRA annually. The employer will pay the employer's rate of a maximum, to be capped at the existing rate at the employee's time of retirement.

The employee will have the option to select the value of a single or partial year of coverage, if available, for each thirty (30) days of unused sick leave accumulated or accumulated personal days at the time of retirement into an HRA annually. The employer will pay the single rate provided to the employer of a maximum to be capped at the existing rate at the time of retirement.

Partial credit will be calculated at the rate of three days per month of medical coverage.

Days accumulated prior to the 08-09 school year will be frozen at the 35/30 exchange rate explained above. Starting with the 08-09 school year, sick and personal days earned will be subject to a new exchange rate of 48 days per year of employer provider rate insurance coverage for family and 40 days per year of employer provider rate insurance for single.

Beginning in 08-09, partial credit will be calculated at the rate of four days per month of medical coverage.

Sick and personal days accumulated during the term of this agreement that need to be utilized by the employee will be used before any previously frozen days are used. District will provide an accounting of the days accumulated prior to 08-09 and the days accumulated after 08-09 to the employee.

The district shall adopt the Health Reimbursement Account Program for retirees provided by Kades-Margolis Corporation.

The district's HRA contributions shall continue for each year this provision is in effect. However, if in any year of eligibility, an eligible employee has alternative healthcare coverage and provides proof of coverage to the District, the District shall make a non-elective employer contribution equal to the amount that would have otherwise been contributed into the HRA into the eligible employee's 403(b) tax sheltered account in lieu of the standard HRA contribution for that year. Employees shall have no choice in the benefit received. If the District's 403(b) contribution causes the employee's account to exceed the Section 415(c) contribution limitation for the year, then any excess shall be contributed by the District as a non-elective 403(b) contribution in each subsequent tax year until the full amount payable by the District has been contributed to the eligible employee's 403(b) account. The district shall make no contributions under this provision to a former employee's 403(b) account in any calendar year that begins after the fifth year following the year in which the employee severed service with the District. Any amounts remaining payable after such period shall be contributed by the District into an HRA established by the District. Eligible employees shall have no cash option to this benefit."

Health Insurance Incentive for Retirement is not transferable to family members. Dependents have the option to continue coverage under COBRA for 36 months if any of the following events occur: Death of Active/Retired Employee; Divorce or Legal Separation; Child's Loss of Dependent Status; and/or Employee Medicare Eligibility.

Nothing contained in this provision shall prohibit the District from offering, at its discretion, an Early Retirement Incentive package.

(o) Use of test results:

The Berwick Area School District agrees that it will not use any Professional Teacher assessment scores issued pursuant to Act 4 of 2001, Section 12-1205A for the evaluation, discipline, or discharge of any bargaining unit member(s). Results are to be used only for professional development purposes.

The Berwick Area School District agrees that, consistent with the statutory purpose of Act 4 of 2001, any results received of Professional Teacher assessment scores will not be released to the public, media outlets, or other bargaining unit members, but are for the exclusive use of the Act 48 Committee and/or the In-Service Committee - whichever committee has responsibility for professional staff development.

Assessment Completion: The Berwick Area School District agrees to provide sufficient computer access to complete the Teacher Assessment. Such access shall be private, secure, and fast enough to complete the Assessment in the time allotted.

## **V. Other Employee Benefits**

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Appendix A attached to and made a part of this agreement. Any changes in other employee benefits to which the parties may agree conditioned upon a change in the term of this agreement, as provided in Section II, shall be evidenced by a revised Appendix A which shall be executed by the parties and attached hereto and made part of this agreement.

## **VI. School Year**

- (a) The parties agree that the normal school year for members of the bargaining unit shall be not more than one hundred eighty-five (185) days. These days shall consist of five (5) days of in-service and not more than one hundred eighty (180) pupil days.
- (b) School Day: The normal school day shall be a continuous 7.5 hours, including a thirty minute duty-free lunch period.
- (c) Members of the bargaining unit agree they shall provide bus duty; and in buildings where there are no bus students, early and late pupil attendance duty shall be provided within the confines of the normal bus duty time on an equitable basis as per individual buildings without compensation. The total amount of time, per building, provided to perform these duties in 2007-2008 will not be exceeded during the term of this contract.

The combined time required for all other normal duties necessary for the operation of the school district and not a part of the scheduled school day, including but not limited to faculty meetings, department meetings and similar services, shall not exceed a total of twelve (12) hours maximum per school term and two (2) meetings per month. No meeting shall exceed one (1) hour in length of time. This time shall not be cumulative. Meetings shall be held immediately before or immediately after school at the discretion of the building principal or superintendent.

No compensation shall be paid for these other normal duties necessary for the operation of the school district including the faculty meetings, department meetings and similar services stated above. The above time is exclusive of travel time. Any additional time under this paragraph shall be compensated at the non-instructional rate as hereinafter provided.

## **VII. Grievance Procedure**

It is in the interest of the general public, and in the interest of the school children that both employer and employees serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement shall be resolved in accordance with the grievance procedure described in Appendix B attached hereto and made part of this agreement.

## **VIII. Job Security and Job Progression**

The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of employees. The parties hereby aver that such provisions of the School Code represent their complete agreement and that said provisions shall govern the manner in which the job security, job progression, and reduction in force practices shall be affected with respect to members of the bargaining unit.

## **IX. Association Rights and Privileges**

- (a) The Association may have the right to use the school buildings for meetings at times other than the regular school day providing such meetings do not conflict with other approved school activities. Requests for the use of the building shall be arranged with the building principal in advance.
- (b) One (1) bulletin board per faculty room in each building shall be allotted to the Association; if there is no faculty room as such, the building or building complex principal shall designate a similar place which is not frequented by students. The administration reserves the joint right to use said bulletin board for notices and information pertaining to the faculty.
- (c) The Association may use the teachers' mailboxes for communications to teachers, including the inter-school mailbox facilities and the district e-mail services.
- (d) Employer agrees to furnish to the Association in response to reasonable requests available information of a public nature.
- (e) Subject to three (3) days' notice to the Superintendent, the president of the Association or his designates may be granted leave to attend official Association meetings for a period not to exceed a total of eight (8) school days per year. However, any such leave shall be subject to loss of the per diem pay rate of the individual attending such meetings.
- (f) The professional members of the Association shall have the right to reasonable use of the school duplicating equipment when same is not otherwise being used. Any such use must first be scheduled as to time of use by the person desiring to use same with personnel of the school business office. No teacher instruction time shall be used in preparation of materials. School duplicating equipment shall not be used for political purposes other than internal Association elections.
- (g) The Association shall be given time to meet during the first or second in service day of the school year.
- (h) The Association shall be given an opportunity at the conclusion of building faculty meetings to present brief announcements.
- (i) All expenses of the Berwick Area Education Association shall be borne by the Association.
- (j) A representative of the NEA or PSEA shall have the right to consult with the President or the Vice President of the Association or a designated representative of the Association in each building during the school day when said President, Vice President or building representative is not scheduled for pupil instruction or a scheduled school program where such individual shall be required to be present.



## **X. Notice**

Whenever any notice is required to be given by either of the parties to this agreement to the other party, pursuant to the provision(s) of this agreement, either party shall do so by telegram or certified mail or personal service at the following addresses:

### **(a) Association to Board**

If by Association, to Board at Berwick Area School District  
500 Line Street, Berwick, Pennsylvania

### **(b) Board to Association**

If by Board, to Association at President, B. A. E. A.,  
1100 Fowler Avenue, Berwick, Pennsylvania

## **XI. Waivers**

The parties agree that all negotiable items have been discussed during the negotiations leading to the agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement. Nothing, however, shall be construed to prevent bargaining on any negotiable matter to be included in the agreement for the term following the expiration of this agreement.

## **XII. Maintenance of Membership**

The employer agrees that all employees who are presently members of the Berwick Area Education Association shall be subject to the "maintenance of membership" provisions as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

## **XIII. Payroll Deduction**

The employer, upon receipt of signed authorization by the employee, will deduct Association dues authorized by the employee and remit said dues deducted to the Berwick Area Education Association for their disposition.

## **XIV. Separability:**

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**XV. Management Rights**

The Association recognizes the paramount responsibility of the Board of School Directors for the operation of the Berwick Area School District in accordance to the Public School Code. The Berwick Area Education Association further recognizes the responsibility of the Superintendent and his administrative staff to carry out school policy as established by the Board. In addition, recognized channels of direct communication between the administration and the professional staff, outside the negotiation procedures, still do exist and should be adequate for most issues.

**XVI. Fair Share Fee**

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. The School District and the Association agree to comply with all provisions of said law. The Association agrees to extend to all non-members the opportunity to join the Association.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_, 2008, intending to be legally bound thereby, and acknowledging that the individuals who have signed on behalf of the parties hereto have been duly authorized by their respective principal organization to do so and to be bound by the terms of said agreement.

**BERWICK AREA EDUCATION ASSOCIATION**

BY: \_\_\_\_\_  
President Date

ATTEST:

\_\_\_\_\_  
Secretary Date

**BERWICK AREA SCHOOL DISTRICT**

BY: \_\_\_\_\_  
President Date

ATTEST:

\_\_\_\_\_  
Secretary Date

## APPENDIX A

### A - 1 Graduate Study Reimbursement

The Graduate Study Reimbursement for permanently certified employees shall be offered by the Board of Education under the following stipulations:

- (a) Any member of the bargaining unit of the Berwick Area School District desirous of furthering his/her education to improve his/her knowledge, skill and competence for the position to which he/she is assigned or may be assigned, is eligible for a graduate study grant.
- (b) Each person participating in the plan must certify that it is his/her intention to continue as an employee of the Berwick Area School District at least one (1) full year after receiving a grant, and in the event of voluntary termination prior to the end of that year, will repay the school district the entire amount of the grant.
- (c) Course(s) must be provided by an accredited educational institution and must be related to the member of the bargaining unit's present or possible future work with the school district. Prior approval must be obtained in writing from the superintendent for courses in all areas of education.
- (d) Upon satisfactory completion of courses, professional employees will be refunded at the rate per graduate credit at Bloomsburg University which prevailed at the time of the first meeting of the class. If the cost per credit is greater than the Bloomsburg University rate, then the district will equally share the difference above the Bloomsburg University rate, to a maximum cost per credit to the district of:

<u>2008-09</u>	<u>\$420.00</u>
<u>2009-10</u>	<u>\$440.00</u>
<u>2010-11</u>	<u>\$460.00</u>

The maximum number of credits for which reimbursement shall be made shall be twelve (12) credits per contract year during the term of the contract.

- (e) No refund will be made for costs of textbooks, lecture notes, registration, library, or laboratory fees or other miscellaneous fees; nor will refund be made for credits received through scholarship, fellowship, educational assistance, or other grants.
- (f) No refund for tuition will be granted for course(s) required for the said individual's permanent certification as required by the State of Pennsylvania for the said individual.
- (g) After satisfactory completion of the course(s), official transcripts and receipts must be submitted to the business office for reimbursement.

## A - 2 Insurance Benefits

- (a) During the term of this agreement, the Berwick Area School District will pay the monthly premium for a hospitalization, medical care plan (effective August 1, 2007) as provided by the Central Susquehanna Region School Employees' Health and Welfare Trust for all employees and their eligible dependents. However, if a husband and wife are employed by the employer then payment of premiums shall be made for one spouse only.
- (b) Premium share contribution rates shall be in the amount of \$520.00 for school year 2008-2009; \$650.00 for school year 2009-2010; and \$884.00 for school year 2010-2011. Payments shall be made by each professional employee maintaining district health benefits. Payments will be deducted from payroll using the current schedule for voluntary deductions.

Should other district personnel be given any reduction or elimination in premium share contributions, a corresponding and proportional modification shall be made in the premium share due from professional staff members. Premium share payments will not apply to retirees, employees opting out of coverage or dependent spouses of district employees. The school district shall make pre-tax payroll deduction available through IRS Section 125 for any employee whom wishes to have the premium share amount deducted before taxes.

- (c) The Berwick Area School District shall reimburse such employees for normally qualifying major medical expenses and those of their eligible dependents, limited to medical benefits of the major medical plan that would have been available to the employee and family if the ineligible employee had their own Trust major medical coverage (and regardless of the plan's dual participation exclusion). These reimbursements are further defined as those applying to plan provisions of deductibles and expenses subject to the 80% coinsurance rules and payable only within the \$2,000 coinsurance limits of the plan. The claim for benefits must be filed with the Trust. No reimbursement will be made for types of expenses not normally eligible under plan benefit schedules.

In paying such reimbursements, the Berwick Area School District shall follow generally accepted coordination of benefit provisions used in the benefit industry, the Trust and by its current claims administrator.

- (1) Prevailing rate, 365 day hospital coverage.
- (2) \$750,000.00 major medical maximum.
- (3) \$50.00 deductible, maximum of two (2) deductibles per year; 80% to \$2,000.00, then 100%; mental, 80% in-patient, 50% out-patient - \$10,000.00 maximum.
- (4) Pathology non-deductible.
- (5) 80% non-member hospital out-patient treatment.
- (6) All medically necessary diagnostic tests.

- (7) Out-patient inhalation therapy and physical therapy.
- (8) Medical emergency.

Medical/Surgical

- (1) Prevailing rate, 365-day coverage.
- (2) Concurrent care.
- (3) Non-deductible pathology.
- (4) Emergency services with follow-up care.
- (5) Out-patient allergy surveys.
- (6) Medical emergency.
- (7) Physical therapy.
- (8) Out-patient surgery.
- (9) Obstetric care, with no maximum.
- (10) Diagnostic x-rays and diagnostic examinations.

(d) During the term of this contract, the Berwick Area School District will purchase family coverage dental insurance, or an equivalent plan, for each employee.

- (1) Routine oral examinations and prophylaxis.
- (2) X-rays of teeth.
- (3) Topical fluoride application.
- (4) Repair of broken denture.
- (5) Space maintainers that replace prematurely lost teeth.
- (6) Palliative emergency treatment of conditions causing dental pain.
- (7) Fillings consisting of silver amalgam and synthetic tooth color restorations.
- (8) Simple, non-surgical extractions.
- (9) Endodontics.
- (10) General anesthesia.

(11) In-hospital consultations.

(12) Oral surgery.

(13) Periodontics 50%

\$1,000.00 per person maximum, per calendar year

(e) During the term of this contract, the Berwick Area School District will purchase family coverage vision insurance, or an equivalent plan, for each employee who elects and is qualified for insurance benefits as set forth in sub paragraph (c) (1), as follows:

(1) A basic eye examination and refraction program.

(2) Eye examination and refraction services payment of 100% of usual customary or reasonable amounts.

(3) Post refractive services with basic specified maximum allowances.

(4) Limitation on basic eye examination and refractive program under the basic coverage.

(f) The Berwick Area School District will provide group term life insurance in the following amounts per member respectively:

<u>2008-09</u>	<u>\$36,000.00</u>
<u>2009-10</u>	<u>\$37,000.00</u>
<u>2010-11</u>	<u>\$38,000.00</u>

Said insurance is to contain accidental death and dismemberment rider.

(g) A **monetary incentive** is available if you work the entire calendar year and are eligible for enrollment in any health benefit coverage offered by the Berwick Area School District, and are willing to waive that coverage. The employee must be covered or eligible for coverage from another health plan (such as other health coverage offered by your spouse's employer). If the employee receives, or is eligible for family health care elsewhere, and chooses to waive participation in the Berwick Area School District's health care plan, the Berwick Area School District will pay an additional \$1,850.00 per calendar year for health care; \$250.00 for dental care and \$50.00 for vision care waived by the employee. (Employees not working the entire one hundred eighty five days will have this amount prorated.) This program is entirely voluntary.

The district reserves the right to increase the monetary incentive at any time during the contract. Professional staff may be queried before any increase is given.

Personal payments will be made periodically throughout the school year into the employees 403(b) account.

### **A – 3 Emergency Leave**

During the term of this agreement, the members of the bargaining unit will be granted two (2) days leave annually for emergency purposes with no deduction in pay or other benefits.

Emergency leave shall not be cumulative.

The emergency days shall include:

- (1) Accident to a member of the employee's household.
- (2) Taking a member of employee's household to the hospital or doctor's office.
- (3) Other critical appointments that cannot be scheduled at times other than when school is in session, subject to the approval by the immediate supervisor.
- (4) Other situations that are of a serious nature and that could not be predicted or planned for in advance and which would be approved by the immediate supervisor.
- (5) Any disapproval may be appealed to the Superintendent whose decision shall be accepted as final.
- (6) Any employee having three (3) personal leave days will be restricted to one (1) emergency leave day.

### **A – 4 Personal Leave**

- (a) Members of the bargaining unit shall be given personal leave days under the following qualifications.
  - i. Two (2) days, through seventeen (17) years of service, in the Berwick Area School District.
  - ii. Three (3) days, for eighteen (18) or more years of service, in the Berwick Area School District.
- (b) Members may accumulate a maximum of five (5) personal days. In addition to their accumulated amount of personal days, each member will continue to receive their allotted days as specified in (a). At the end of each school year, the number of personal days beyond the accumulated maximum (five [5] days) will convert to sick leave.
- (c) Not more than ten (10%) percent of the members of the bargaining unit in any one (1) building shall be entitled to take this leave at any one time.
- (d) The personal leave days shall be unrestricted with the following exception:  
Personal leave days shall not be used the day before or first day following any scheduled vacation or holiday unless approved by the superintendent.

- (e) Upon retirement, any unused personal days will be converted to sick days and can be applied to a lump sum severance payment as outlined in section (f) and (n) of the Wage and Salary Provision IV.

#### **A – 5 Military Leave**

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist in the armed forces of the United States of America in accordance to the Public School Code and shall be entitled to all rights and privileges as provided in said Code.

#### **A – 6 Leave for Death in Family**

- (a) Whenever a member of the bargaining unit shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of four (4) school days. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home.
- (b) Whenever a member of the bargaining unit is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, and sister-in-law, son-in-law, daughter-in-law, and grandchild.

#### **A – 7 Child-Bearing and Child-Rearing Leaves**

**Eligibility:** All full-time employees who become pregnant shall be eligible for child-bearing leave for a reasonable period of time.

Any full-time employee who becomes a natural parent of a \*new-born infant or who legally adopts a new-born infant shall be eligible for a child-rearing leave for a reasonable period of time.

**Period of Leave:** The date of beginning and of a termination of child-bearing and child-rearing leaves shall be at the election of the employee. Generally, such leaves shall not exceed one (1) year, unless by special permission of the School Board after consideration of the circumstances. The employee shall provide the Superintendent with as much notice of the beginning and ending of such leave as can reasonably be expected so that there is a minimum of detriment to the education of children and a consideration of fairness to substitute employees and the administrators.



**Benefits While on Leave:** No salary or fringe benefits shall be paid said employee, but seniority and pension rights shall accrue during the period of leave according to existing law and the provisions of this agreement. While on child-bearing leave as herein defined, the employee is entitled to sick leave for disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, according to guidelines by the Equal Employment Opportunity Commission, Part 1604.10, issued under the Civil Rights Act of 1964.

**Return from Child-Bearing or Child-Rearing Leave:** Upon application by the employee on such leave to return to employment following such reasonable child-bearing or child-rearing leave, the school shall offer the employee the job held before going on leave or a substantially equivalent position. To the extent applicable, this regulation shall be administered in a reasonably consistent way with other leaves of absence as provided under the laws of the State of Pennsylvania.

**Miscellaneous:** The School Board may require that requests for sick leave while on child-bearing leave and for return to employment from such leave be supported by a physician's statement.

Any employee granted child-bearing or child-rearing leave for part of a school year shall be given credit for one (1) full year of service only if ninety-three (93) days of credited service is completed during that school year.

#### **A – 8 Sabbatical Leave**

The member of the bargaining unit who has completed at least ten (10) years of service in the public school system of the Commonwealth of Pennsylvania as a professional employee shall be entitled to a leave of absence for restoration of health or study, or at the discretion of the employer for other purposes. At least five (5) consecutive years of such service shall have been in the Berwick Area School District. Thereafter, one (1) leave of absence shall be allowed for each seven (7) years of service.

The member of the bargaining unit on leave of absence shall receive one-half (.5) of his/her regular salary during the period he/she is on sabbatical leave. Fringe benefits will continue to be provided by the district.

No such leave of absence shall be considered a termination or breach of the contract of employment, and the person on leave of absence shall be returned to the same position in the same school or schools as he/she occupied prior thereto or to a comparable position.

The employee must return to his/her position for a period of one (1) year or forfeit all monies paid during such leave, unless prevented by illness or physical disability as set forth in the School Code.

Applications for leaves of absence shall be given preference according to the years of service since the previous sabbatical leave of the applicant, and in accordance to the Public School Code.

A maximum of ten (10%) percent of the number of persons eligible for leave of absence regularly employed in the District shall be granted during any school year.

#### **A – 9 Leave for Quarantine**

In case of quarantine of a member of the immediate family, no deduction shall be made from employee's salary for a period not to exceed five (5) days in one (1) school term, provided said absence on account of quarantine shall be supported by a certificate from the Board of Health that such quarantine was mandatory.

#### **A – 10 Leave for Court Purposes**

Members of the bargaining unit of the school district, when subpoenaed as a witness in Court, shall not suffer a deduction from their salaries, but such amounts as they receive from the court for their services rendered in being subpoenaed, shall be deducted from their salaries. The above shall also apply to those employees serving as jurors. Any employee who uses this leave for such Court appearances as a witness in litigation against the school district or as a part of Association Committee in Court to resist an injunction shall be subject to loss of the per diem pay rate of the said individual.

#### **A – 11 Leave for Family Illness**

In case of absence due to illness in the immediate family in excess of authorized leave, it will be necessary to deduct substitute wages from the salary. The granting of such leave is at the discretion of the Superintendent or in his absence, the principal or supervisor in charge.

#### **A – 12 Discretionary Leave**

In the case of employees whose wives have been admitted to the hospital for maternity care, time off during the school day is left to the discretion of the Superintendent or in his absence the principal, or in his absence, the supervisor in charge.

#### **A – 13 Leave to Receive Degree**

A teacher will be granted one (1) full day's absence without loss of pay to receive a college degree, providing he or she attends the ceremony.

#### **A – 14 Leave for Operation**

In the event a member of the immediate family must undergo serious operation, full pay shall be permitted for one (1) day only during each year of the term of this contract.

#### **A – 15 Additional Leaves of Absence**

The employer reserves the right to grant additional leaves of absence in its sole discretion as provided under the Public School Code.

#### **A – 16 Activity Transportation**

Activity transportation for students shall be by school vehicle only. In the event a school vehicle is not available, and after the advance approval of each parent and the principal or immediate supervisor of the school, a teacher may voluntarily drive students to approved activities which take place away from the school building. Compensation for use of privately owned vehicles by any teacher for transportation to approved activities shall be at the existing IRS rate per mile upon request of the teacher. In all cases, a school car should be used where available, and in such cases, no reimbursement shall be paid. The employer further agrees to provide liability insurance in amounts of Three Hundred Thousand (300,000.00) Dollars for the employee's protection in the operation of any vehicle under this activity.

#### **A – 17 Teacher Intradistrict Travel**

Teachers required on an assigned schedule in the course of their work day to drive personal automobiles from one school building to another school building, shall receive a personal car allowance of the existing IRS rate per mile. Reimbursement will be made after proper Authorized Travel Report has been completed with proper documentation and approved with all other invoices at the board level. In all cases, for professional employees traveling frequently between buildings, travel reports should be done on a quarterly basis. A school car should be used where available, and in such cases, no reimbursement shall be paid. Travel must be between buildings.

#### **A – 18 Professional Conferences and Workshops**

- (a) The school district shall pay for registration, reasonable meals, reasonable accommodations and the existing IRS rate per mile.
- (b) Application for approval for conferences or workshops must be submitted to the Superintendent a minimum of six (6) working days before the next regularly scheduled board meeting so that Board approval can be obtained in a regular Board meeting prior to the conference. Disapprovals are not subject to the grievance procedure.

#### **A – 19 Tax Sheltered Annuity Deduction**

The Board agrees to deduct monies for tax sheltered annuities for members of the bargaining unit by means of payroll deduction providing the bargaining unit designates one (1) broker of record for implementation of the program.

## A – 20 Miscellaneous

- (a) Any member of the bargaining unit shall have the right, upon request, to review the contents of his/her district personnel file except for letters of reference which shall be removed by the custodian of such file in the presence of the teacher. Such file may not be removed from the Administrative Office. Requests for same shall be by appointment with the Business Office in advance.
- (b) All members of the bargaining unit shall be notified of teaching vacancies as they occur within the Berwick Area School District. Such notification shall be made by posting in each school building a list of such vacancies and/or a district wide e-mail.
- (c) Professional employees of the Berwick Area School District will collect monies in accordance with administrative direction with the exception of photography money.
- (d) Each teacher shall be notified of his/her tentative schedule for the following year by August 1st. In the event of any change in the schedule of any teacher, he/she shall be notified as soon as possible of such change.
- (e) Teachers shall have input into the formation of any evaluation system in accordance with the Pennsylvania School Code.
- (f) All professional employees shall have the right to have Association representation present when being reprimanded or disciplined by an administrative person when such reprimand shall be entered into the employee district personnel file. All such reprimands and disciplinary action shall be done in private, away from students or other members of general public.
- (g) The following disruptive student clause shall be placed in the professional handbook and into the student handbook.

**"After consulting with the principal or administrator in charge, a teacher may exclude after being given permission by the principal or administrator in charge to do so from the classroom a student whose behavior disrupts the instructional program to the detriment of the other students and refer said students to the principal or administrator in charge. In such case, the principal or administrator in charge shall arrange with the teacher and himself/herself as well as any other person(s) the principal or administrator in charge may deem appropriate, a conference to decide upon appropriate steps. This conference shall be held as soon as possible after said disruption. The principal or administrator in charge shall be responsible for any student excluded from the classroom. Nothing herein shall remove the prudent, primary responsibility for discipline of students by the classroom teacher."**

**(h) Sick Leave Bank:**

The Association shall establish a sick leave bank to which employees may contribute days of credited sick leave. The sick leave bank shall be administered by the Association which shall establish rules and regulations governing same. A list of contributions and a copy of the established rules and regulations shall be given to the employer. The employer agrees to honor withdrawals from the bank upon proper certification by the Association.

## **APPENDIX B GRIEVANCE PROCEDURE**

### **I. DEFINITIONS**

- A. Grievance: A "grievance" shall mean a claim by a member of the bargaining unit or a group of the same, that there has been a misinterpretation of the provisions of this bargaining agreement.
- B. Days: The term "days" when used in this article shall, except where otherwise indicated, mean working school days. Thus, weekend or vacation days are excluded. Weekend or vacation days may be included only in the event a grievance is filed at such time that it cannot be processed through all steps of the grievance procedure by the end of the school year.

### **II. GENERAL PROCEDURES**

- A. Days: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. All time limits may be extended by mutual agreement in writing.
- B. Unobstructed use: It shall be the firm policy of the Board to assure to every member of the unit the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner as to his professional or employment status.
- C. Specified time limits: A grievance, in order to be considered, must be filed in writing within seven (7) school days of the date of the alleged occurrence. The failure of a member of the bargaining unit to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator at any step to communicate his decision to the member of the bargaining unit within the specified time limits shall permit the employee to proceed to the next step. All time limits may be extended by mutual agreement in writing.
- D. The aggrieved member of the bargaining unit shall be personally present at all steps in the following procedure and may be represented at all stages of the grievance procedure, at his option, by a representative selected or approved by the Association. If the employee is represented by the Association, a copy of all grievances and decisions shall be furnished the Association.
- E. Nothing contained in this article shall be considered as a limitation on the right of the member of the bargaining unit to present grievances verbally to their principal or immediate superior and have such grievances adjusted, providing that the adjustment of such grievances is not inconsistent with the terms of this agreement.
- F. All necessary forms for filing grievances shall be provided by the Board.

### **III. PROCEDURES**

#### **A. STEP ONE**

##### **1. Presentation (written)**

Any member of the bargaining unit or group of employees may present his/their grievance to his/their immediate superior. Such grievances must be in writing within seven (7) days of the alleged occurrence and must state specifically; (1) that the grievance procedure is being invoked; (2) the nature of the grievance; and (3) the specific item of the contract on which the grievance is based.

##### **2. Superior's Decision**

Within five (5) days of the receipt of the grievance, the immediate superior shall inform the member of the bargaining unit in writing of his decision and shall provide same with a brief statement in writing of the reason.

#### **B. STEP TWO**

##### **1. Adverse Decision Appeal**

The aggrieved member of the unit may, within five (5) days of his receipt of the principal's or immediate supervisor's decision or lack of decision, file an appeal to the Superintendent. The appeal shall be in writing and shall set forth specifically the grievance asserted and its disposition as Step One. If a representative is to appear, this shall be designated in the written appeal or initial complaint.

##### **2. Hearing**

Within five (5) days of receipt of said appeal, the Superintendent or his designated representative shall conduct a hearing.

##### **3. Hearing Participants**

The immediate supervisor of the member of the bargaining unit who rendered or failed to render a decision in Step One shall be given notice and the opportunity to be present and participate in the hearing.

##### **4. Decision**

Within five (5) days of the hearing, the Superintendent shall inform the member of the bargaining unit of his decision and shall provide the same with a brief statement in writing of the reason for the decision.

### C. STEP THREE

#### 1. Board Hearing Request

The aggrieved member of the bargaining unit may within five (5) days of notification or lack of notification of the disposition of his grievance under Step Two, request a hearing by the Board at the next scheduled meeting, but no later than fifteen (15) days from the date of said request.

#### 2. Participants

The requirements with respect to notice of the immediate supervisor are to be the same as set forth in Step Two, except like notice and opportunity to participate shall be given to the Superintendent.

#### 3. Board Decision

Within ten (10) days of the hearing, the Board shall inform the member of the bargaining unit of their decision and shall provide same with a written statement of the reason for the decision.

#### 4. Board Committee

The Board may direct the hearing to be held before a committee of the Board consisting of at least three (3) members.

### D. STEP FOUR

#### ARBITRATION

The Association may, within twenty (20) days of receipt of notification or lack of notification of the disposition of the grievance under Step Three, request, in writing to the Board, arbitration of the grievance in accordance with Section 903 of Act 195.

The arbitrator shall render his decision based upon the provisions of this agreement, provided that the arbitrator shall be without jurisdiction to render an award contrary to law, or to add to, modify, vary, change or remove any term of this agreement.



## APPENDIX C

The Berwick Area School District and the Berwick Area Education Association acknowledge that in past negotiations, jump step increments have not been factored into the total cost of the pay scale agreement.

In the September 1, 2003 to August 31, 2008 Collective Bargaining Agreement (existing professional staff), the jump step increases were between steps 1 through 6 and 19 through 20.

It is the intent of both parties to continue this practice in future negotiations for those employees hired prior to June 1, 2008.