Collective Bargaining Agreement

between

Baldwin-Whitehall School District (BWSD)

and

Baldwin-Whitehall Education Association (BWEA)



July 1, 2009 – June 30, 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BALDWIN-WHITEHALL SCHOOL DISTRICT

AND

BALDWIN-WHITEHALL EDUCATION ASSOCIATION

JULY 1, 2009 – JUNE 30, 2015

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PREAMBLE

This Agreement has been entered into this 20th day of May, 2009, by and between the **BALDWIN-WHITEHALL SCHOOL DISTRICT**, hereinafter called the "**EMPLOYER**" or "**DISTRICT**" and the **BALDWIN-WHITEHALL EDUCATION ASSOCIATION**, hereinafter called the "**ASSOCIATION.**"

ARTICLE I

RECOGNITION/DEFINITIONS

A. Recognition. The Employer hereby recognizes the Association as the exclusive representative of all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. PERA –R-83-639-W defines the bargaining unit as all full-time and regular part-time professional employees, including but not limited to classroom teachers, kindergarten teachers, special teachers, nurses, dental hygienists, librarians, instructional material specialists, guidance counselors, social workers, special projects personnel and L.D. teachers; and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined in the Act. Said employees are hereinafter referred to as "professional employees."

B. Definitions

1. Regular full-time employees shall be defined as Temporary Professional Employees (TPE) or Professional Employees (PE) who are hired for the normal work day and the normal work year as provided in this Agreement.

2. Regular part-time employees shall be defined as those Temporary Professional Employees or Professional Employees who are hired for less than the normal work day or less than the normal work year as provided in this Agreement.

3. Permanent substitutes shall be defined as those substitute employees who are hired to fill the position of a Temporary Professional Employee or a Professional Employee who has been granted an unpaid leave of absence by the Employer for at least thirty (30) consecutive work days.

4. Demoted employees shall be defined as those Temporary Professional Employees or Professional Employees who are involuntarily reduced from full-time to part-time employment status.

5. Board. The term "Board" when used in this Agreement shall refer to the Board of School Directors of the Baldwin-Whitehall School District.

6. Association. The term "Association" when used in this Agreement shall refer to the Baldwin-Whitehall Education Association, PSEA/NEA.

7. Employer. The term "Employer" when used in this Agreement shall refer to the Baldwin-Whitehall School District.

C. Non-Discrimination. Both the Employer and the Association recognize their responsibilities under federal and state civil rights laws, fair employment practice laws, and other similar constitutional and statutory requirements. In this Agreement, whenever reference is made only to the masculine gender, it shall be understood that such reference shall include both the masculine and the feminine genders.

D. Management Rights. The Board reserves all rights and powers conferred upon it by the constitutions and laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement. The right to manage shall continue to include such areas of discretion or policy as the functions and programs of the employer, standards of service, the overall budget, utilization of technology, the organizational structure and selection and direction of personnel, except to the extent limited by a provision or provisions of this Collective Bargaining Agreement.

ARTICLE II

DURATION OF AGREEMENT

A. Term. The term of this Agreement shall be for six (6) years from July 1, 2009, through June 30, 2015.

B. Modification. This agreement shall constitute the entire Agreement between the parties except as subsequently modified by them in writing, duly executed by both parties.

C. Waivers. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any proper subject of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth herein. Therefore, the parties each waive the right to engage in collective bargaining for the purpose of altering this current agreement during its tenure, unless mutually agreed to by both parties. This waiver, however, in no way precludes the Association's right to commence collective bargaining, in accordance with the provisions of Act 195 of 1970 and Act 88 of 1992, or their successors, to develop a successor agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance Defined. A grievance is an alleged violation of the written agreement between the Employer and the Baldwin-Whitehall Education Association.

2. Day. A day is defined as a work day for bargaining unit employees during the regular school term as provided in the approved school calendar. During the summer vacation period, a day is defined as any day, Monday through Friday, excluding legal holidays.

B. Procedure

1. Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.

2. Year-end Grievance. Every effort will be made to resolve all pending grievances prior to the end of the school year or as soon thereafter as possible.

3. Grievance Report. The grievance report shall contain a statement of the facts involved, the specific articles and/or the sections violated, and the relief desired.

4. Level One - Principal. A professional employee with a grievance shall present his grievance with the Association to his/her principal within ten (10) days after the cause of the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance, either directly or through the Association's designated representative, with the objective of resolving

the matter expeditiously. Within ten (10) days after presentation of the grievance to the principal, the principal shall make his decision and communicate the same to the employee presenting the grievance and the Association's designated representative. During those periods of time when the principal is not on duty, the grievance shall be presented directly to the Assistant Superintendent at Level Two.

5. Level Two - Assistant Superintendent. If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of the grievance, the grievant may file the grievance in writing with the Association within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association may refer it to the Assistant Superintendent.

6. Level Three - Superintendent. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the presentation of the grievance to the Assistant Superintendent, the grievant may file the grievance in writing with the Association within five (5) days after the decision at Level Two or fifteen (15) days after the grievance was presented to the Assistant Superintendent, whichever is sooner. Within five (5) days after receiving the written grievance, the Association may file it with the Superintendent of Schools.

7. Level Four - Arbitration. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) days after the grievance was filed with the Superintendent, the grievant may, within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievance was filed with the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association desires, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

a. Voluntary Mediation. Within ten (10) days after notification of submission of the grievance to arbitration, the parties may mutually agree to submit the grievance to nonbinding mediation. The recommendation of the mediator shall be presented to both parties. Within ten (10) days after receipt of the mediator's recommendation, the Employer and the Association shall notify each other whether or not they will accept the recommendation of the mediator. If accepted by both parties, the recommendation of the mediator shall be binding upon the Employer and the Association.

b. Selection of Arbitrator. If the grievance has not been resolved by voluntary mediation, the parties promptly shall attempt to agree upon the selection of an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator within ten (10) days, either party may request a panel of arbitrators from the Pennsylvania Bureau of Mediation. Each party shall alternately strike a name until one remains. The person remaining shall be the arbitrator. The Employer representative shall strike the first name.

c. Arbitration Award. The award rendered by the arbitrator shall be binding upon the parties hereto, provided, however, that any decision of the arbitrator requiring legislation will only be effective if such legislation is enacted.

d. Authority of Arbitrator. The award of the arbitrator shall be confined exclusively to the grievance as submitted for his determination. The arbitrator shall have no authority to add to, modify, delete from or replace the terms and provisions of the Agreement.

e. Costs of Arbitration. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room and court reporter shall be borne equally by the Employer and the Association based on a schedule established by the American Arbitration Association. Any other expenses incurred shall be paid by the party incurring same.

8. Forms. All grievances filed and decisions rendered thereto (excepting only Level Four - Arbitration) shall be submitted on the mutually agreed-to forms. The forms are set forth in Appendix “K” and Appendix “L”.

C. Miscellaneous

1. Reprisals. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

2. Non-Agreement Issues. Any issues not documented in the agreement can be grieved through the first three levels of the grievance procedure, but shall not conclude in grievance mediation or binding arbitration.

3. Grievance Records. No documents, communications, and records dealing with the processing of a grievance shall be filed in the personnel file of any of the participants.

4. Meetings and Hearings. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article. All meetings and hearings shall be conducted at times mutually agreeable to the parties involved in the grievance procedure. All such meetings shall be on non-instructional time unless otherwise arranged for by the Superintendent.

5. Group Grievance. The Association may process a grievance involving a contract interpretation question of general application to an identifiable class or group of employees. Discipline and transfer cases cannot be processed as group grievances. A group grievance must be signed by at least two of the individual employees affected if the grievance involves a group of Professional Employees. If the grievance involves a group of Temporary Professional Employees, signatures of individuals involved will not be required. The Association may submit said grievance directly to Level Two for processing. An arbitrator's decision concerning a group grievance shall operate prospectively only from the date of the filing of the grievance.

ARTICLE IV

RIGHTS OF PROFESSIONAL EMPLOYEES

A. Statutory Savings. Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act (Act 195 of 1970), or Act 88 of 1992, or other applicable laws and regulations.

B. Just Cause Provision. The parties recognize that the tenure provisions of the Public School Code concerning discharge, suspension and demotion of tenured professional employees are mandatory and exclusive, except to the extent that Section 1133 permits the exclusive representative to grieve and to arbitrate the termination of such professional employees. However, as to situations not covered by or accepted from the tenure provisions of the Public School Code, no professional employee shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage provided by this collective bargaining agreement without just cause. Information forming the basis for disciplinary action will be made available upon request to the professional employee and the Association.

The Association shall have the right to grieve and to arbitrate the validity of a professional employee's termination for the causes set forth in Section 1122 of the Public School Code. The grievance shall be presented to the Superintendent of Schools at Level Three of the Grievance Procedure within ten (10) calendar days after the employee's receipt of the detailed written statement and notice as required by Section 1127 of the Public School Code. The grievance shall be endorsed with or have attached a statement signed by the affected professional employee as follows: "By the filing of this grievance, I hereby irrevocably waive the right to a termination hearing before the Board of School Directors and appeal rights as provided in sections 1121 through 1132 of the Public School Code." The time limit specified may not be extended or waived by agreement and shall be mandatory in all cases. If a grievance is not submitted as herein provided, this provision shall be void and the employee's termination thereafter may not be processed under the grievance procedure of this Agreement. A tenured professional employee may elect to proceed by grievance and arbitration, as

herein provided, or requests a tenure hearing pursuant to the Public School Code, but not both.

C. Required Meetings or Hearings. In the event the Employer requires a bargaining unit employee to attend an investigatory meeting or hearing which the employee reasonably believes may result in disciplinary action, the employee may request union representation. The employee is entitled to an available Association representative of the employee's choice, absent extenuating circumstances. The Association representative may include legal counsel, in which case the Association will notify the Employer in advance of the investigatory meeting or hearing. Any suspension of a professional employee shall be subject to the compensation provisions of Section 1130 of the Public School Code.

When it becomes evident that there are identifiable performance issues with a particular employee that could lead to an unfavorable personnel action, the Employer shall notify the affected bargaining unit employee and the Association President of any meeting at which the employee's attendance is required. The required notice will state the reasons for such meeting and will be provided to the affected bargaining unit employee and the Association President by e-mail at least twenty-four (24) hours in advance of the scheduled meeting. The required notice period may be shortened by mutual agreement between the Employer and the Association on a case-by-case basis.

D. Association Identification. No employee shall be prevented from wearing pins or other similar pin size identification of membership in the Association or its affiliates.

E. Personnel File

1. Contents Available. An employee shall have the right, upon request, to review the contents of his personnel file and to make copies of any such documents contained therein at his own expense with the exception of confidential college credentials and college rating forms. An employee shall be entitled to have a representative of the Association accompany him during such review.

2. Derogatory Material. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or designee and attached to the file copy.

3. Documentation. Except for personal references, academic credentials, and other similar documents of a confidential nature, the individual personnel file of an employee shall be the sole documentation of such person for purposes of employment, advancement, and promotion in this District and with any other prospective employer.

F. Verbal Complaint. No disciplinary action will be taken against any employee resulting from a verbal complaint, unless an investigation is conducted by the Employer and the facts substantiate the complaint. The employee will be advised at the beginning and periodically through the investigation process by the appropriate administrator. This section shall not apply to any complaint and/or investigation initiated and conducted by any governmental agency.

G. Public Criticism. Supervisors, administrators, and board members shall refrain from intentionally criticizing bargaining unit employees, and bargaining unit employees shall refrain from intentionally criticizing supervisors, administrators, and board members in the presence or hearing of students, parents, and members of the general public.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information. The Employer agrees, upon reasonable request, to furnish Association representatives with sufficient information not otherwise readily available to the Association to enable it to bargain effectively, to understand and discuss issues raised by the Employer, and to administer this Agreement. The Employer shall not be required to furnish information of a confidential nature, nor shall it be required to compile, abstract, or summarize information for Association use.

B. Bulletin Boards. The Employer shall provide the Association with bulletin boards in mutually selected areas in each school building in the District in areas not normally assigned to or frequented by students. The Association shall have the right to post notices pertaining to Association business on these bulletin boards.

C. Association Visitations. The President or other designated officers of the Association may visit the schools of the District before school, after school, and during their lunch time but not during compensated time unless special arrangements are made with the Superintendent or Assistant Superintendent. It is further understood that such visits shall be during non-compensated times for all parties involved unless arrangements are made with the Superintendent or Assistant Superintendent.

D. Equal Rights Clause. The rights of the Association provided for in this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, political affiliations, disability, or any other reason prohibited by law.

E. Mail Facilities. The Association shall have the right to use the established mail system of the District without administrative approval, such use being limited to one (1) ordinary sized letter or bulletin per day per professional employee. In the event the capacity of said mail system is exceeded on any given day, regular mail will receive priority over Association mail. The Association shall have the right to deliver its own mail during non-compensated time. Delivery during compensated time shall require advance approval of the Superintendent or the Assistant Superintendent. Office personnel or representatives designated to the principal by the Association will place such mail in individual mailboxes.

F. Association Days. The Association will be granted a total of twenty-five (25) employee days to attend conferences, conventions, or meetings related to the Association or Association business. Not more than ten (10) days will be requested for any single activity. Requests for such time must be presented to the Superintendent in writing at least forty-eight (48) hours prior to the day of the absence. When such requests are made, every effort will be made to distribute the employees involved so that absenteeism is at a minimum in a single building. All travel, maintenance, and other comparable expenses of the employee for participation in such an event shall be the responsibility of the Association.

An additional ten (10) days of Association leave shall be available on an annual basis to any bargaining unit employee who is serving as an officer of the Pennsylvania State Education Association (PSEA) at the state level provided that the Association reimburses the District for the cost of the substitute teacher.

G. Dues Deductions

1. Deduction from Salary. The Employer agrees to deduct from the salaries of the members of the local Association, the Pennsylvania State Education Association, and the National Education Association dues as said members authorize the Employer to deduct and to transmit monies by check to the Baldwin-Whitehall Education Association.

2. Equal Installments. Deductions referred to in Paragraph 1 of this Section will be made in as nearly equal installments as practicable during the school year. Said deduction to be made beginning in the month of October and ending in the month of June.

3. Cards Supplied to the Employer. No later than the tenth of each month, the Baldwin-Whitehall Education Association will provide the Employer with authorization cards of those additional employees who have authorized the Employer to deduct dues for the Association as specified in Paragraph 1 of this Section.

4. Authorization Cards. The Employer will honor such authorization cards pursuant to the Maintenance of Membership Agreement as provided in Paragraph 5 of this Section. The sample authorization card is as follows:

Baldwin-Whitehall Education Association

Payroll Deduction Card

I hereby authorize the Payroll Supervisor of the Baldwin-Whitehall School District to deduct professional dues (BWEA, PSEA, NEA) from my paychecks according to the terms agreed upon between the District and the Association. The authorization shall be valid unless I notify the Association Officers and the Payroll Supervisor in writing that said authorization has been withdrawn. Such notice must be given fifteen (15) days prior to the expiration of the Agreement between the Association and the District.

Signed _____

Name _____
(typed or printed)

Date _____

5. Maintenance of Membership. The Employer agrees that all employees who are presently members of the Association or who become members during the life of this Agreement shall be subject to the "Maintenance of Membership" provisions of this Agreement as well as Article III, Subsection (18) of the Public Employees Relations Act, Act 195. Said employees must remain members of the Association for the life of the collective bargaining agreement with the proviso that upon written notice to the Association and the Employer within fifteen (15) days prior to the expiration of said Agreement, they may withdraw their membership. Failure to comply shall not be grounds for dismissal; however, the Employer shall continue to withhold dues deductions from the salary of the employee until the appropriate notice of withdrawal is received under the guidelines as set forth.

6. Indemnification Clause. The Association shall indemnify, defend, and save harmless the Employer, its agents and employees, from any and all claims, demands, suits, and/or causes of action in law or otherwise arising out of the Employer's performance of its obligations to honor Association Authorization Cards and to deduct dues as above set forth in this Article.

H. Fair Share Fee - Payroll Deduction

1. Fair Share Fee. Each employee member of the collective bargaining unit, who is not a member of the Baldwin-Whitehall Education Association, PSEA/NEA, shall be required to pay to the Association a fair share fee as defined by Act 84 of 1988 (*71 P.S.* §*575*).

2. Implementation. To implement this Fair Share provision, the Association shall provide the Employer with the name of each nonmember employee who is obligated to pay a fair share fee and the amount of the fee that the employee is obligated to pay. At least three weeks in advance of the first deduction, the amounts to be deducted shall be certified by the Association to the Employer, together with a schedule of the payroll dates when the deductions are to be made. The aggregate deductions of all such fair share fees shall be remitted with an itemized statement to the Association.

3. Employee's Exclusive Remedy. An aggrieved employee's exclusive remedy under this Section shall be the procedures set forth in Act 84 of 1988, and such employee shall have no recourse to the grievance procedure set forth in this Agreement.

4. Indemnification Clause. The Association shall indemnify, defend, and save harmless the Employer, its agents and employees, from any and all claims, demands, suits, liabilities and/or causes of action in law or otherwise arising from the Employer's performance of its obligations to deduct fair share fees and to transmit such fees to the Association as required by this Section.

ARTICLE VI

NO STRIKES AND NO LOCKOUTS

The Association, on behalf of its members, will not cause, condone, sanction, or take part in any strike as defined in Act 195 of 1970 and Act 88 of 1992 for the duration of this Agreement.

The Employer agrees that it will not conduct a lockout as defined in Act 88 of 1992 for the duration of this Agreement.

ARTICLE VII

WORKING CONDITIONS

A. Grade Level Classifications. For the purpose of this Agreement, each grade level shall be assigned to a building level as follows:

1. The elementary schools shall be comprised of kindergarten and grades 1, 2, 3, 4, and 5.

2. The middle school shall be comprised of grades 6, 7, and 8.

3. The high school shall be comprised of grades 9, 10, 11, and 12.

B. Teaching Standards - Secondary Buildings (middle and high school). Until the Employer exercises its rights under the provisions of Section C of this Article, the following teaching standards shall apply to all employees in secondary buildings:

1. Preparation Periods. Each employee shall receive one (1) continuous preparation period each day equal to one (1) regular class period of not less than forty (40) minutes.

a. Exception. This provision shall not apply during those periods when special activities/programs are scheduled. Special activities/programs shall include but shall not be limited to field trips, assemblies, conferences, curriculum meetings/planning sessions, in-service programs, and parent-teacher conferences.

b. Additional Preparations. If an employee has more than three (3) preparations in an academic area, that employee shall be granted either one (1) additional preparation period per day per semester or be paid three hundred dollars ($300) per semester for each additional preparation as determined by the Employer. The academic areas shall be limited to English, foreign language, mathematics, science, and social studies.

c. Preparation Defined. Preparations shall be defined as courses which have different subject content.

2. Non-instructional Duty Assignments. Non-instructional duty assignments will be distributed on an equitable basis among the employees. A duty preference form will be given to each employee listing all non-instructional duties in the building. Employees will rank each of the duties in order of preference and return the form to the building principal. Within ten (10) days of receipt of the preference forms, a copy of each form will be forwarded to the Association. The principal shall attempt to meet the preference in assigning the non-instructional duties. Employees assigned duties in the lower half of their preferences one year shall be assigned a duty in the upper half of their preferences the following year.

3. Class Load. The class period load in the high school and the middle school will be scheduled as follows:

   a. Normal Class Load. The normal teaching load shall be five (5) class periods per day in all subject areas. If an employee has more than five (5) class periods, the employee's non-instructional duty assignments (study hall, hall duty, cafeteria duty, etc.) will be accordingly reduced. If an employee has less than five (5) class periods per day, the employee's non-instructional duty assignments may be accordingly increased.

   b. Exception. The Employer may assign three (3) teachers per department to teach six (6) class periods per day. Such assignments to the first three (3) teachers in a department are involuntary. The assignments for additional class periods beyond the third teacher in the department will be voluntary and based on seniority and certification with the most senior employee with five class periods being given the first opportunity to accept the additional class load. Employees shall indicate in writing on or before April 30 of each year their willingness to accept the additional class load for the succeeding school term. No more than five (5) teachers within a department may be assigned to six (6) class periods.

   c. Compensation. If more than three (3) employees within a department are scheduled six (6) class periods, all employees who are scheduled six (6) class periods will be compensated as follows:

2009-2010: $ 2,200 per semester
2010-2011: $ 2,300 per semester
2011-2012: $ 2,400 per semester
2012-2013: $ 2,500 per semester
2013-2014: $ 2,700 per semester
2014-2015: $ 2,800 per semester

d. Furlough Prohibited. The Employer shall not furlough any permanent employee who is employed on the effective date of this Agreement by reason of reduction or elimination of the professional duties of such employee which results from the assignment of six (6) class periods to another employee.

4. Standardized Tests. Employees shall not be required to score any district-wide administered standardized tests or to affix the test results to the student permanent record cards. For the purpose of this Article, a standardized test is a test administered and scored in a standardized manner which a.) compares the performance of each student with a nationally normed sample of his/her peers (e.g. ITBS, ITED) or b.) is used to compare students to some predetermined, established state or national criterion rather than to other individuals (e.g. PSSA, DIBELS). Standardized tests shall not include curriculum based or formative assessments used to assist in designing the instructional program to meet student needs.

5. Lavatory Duty. Employees may be assigned lavatory duty to prevent discipline problems. Such assignments shall not be for entire class periods.

6. Traveling Employees. Those employees who are assigned to more than one building shall be provided with a period of time of not less than twenty (20) minutes for travel purposes between buildings. On the day of travel, the employee shall not be assigned more than one (1) non-instructional duty.

7. Morning Meetings. Time scheduled prior to the start of the student day may be used by administrators and supervisors to conduct meetings with the employees. Morning meetings will not be scheduled during the week prior to the student interim reports due date.

C. Modifications for Teaching Standards for Secondary Schools. The teaching standards for secondary schools set forth in Section B shall be effective for the 2009 – 2010 school year and each successive year of this Agreement unless the Employer provides written notification to the Association of its desire to change such standards. Any such changes shall comply with the following provisions:

1. Notification to Association. The Employer shall provide at least twelve (12) months written notification to the Association that it desires to modify or restructure the school day which will require changes in the teaching standards.

2. Committee. A committee shall be established to study and prepare recommendations for the Board of School Directors. Employees desiring to be considered for appointment to the committee shall file a written letter of interest with the Superintendent of Schools or designee. Due consideration will be given to employees based upon area of certification, experience, and other qualifications. The Employer shall have sole responsibility for the appointment of persons to the committee except for the Association representatives as set forth in paragraph 3 of this Section.

3. Association Representation. The Association shall appoint not less than two (2) employees and not more than three (3) employees to the committee. Such Association representatives shall be appointed within ten (10) days after the committee members set forth in paragraph 2 of this Section are approved by the Board.

4. Plan. The committee shall meet as often as necessary to develop a recommended plan for modification. Such plan shall be reduced to writing and presented to the Board for consideration. The Board shall reserve full authority to either accept or reject the plan and the decision of the Board shall be final.

5. Implementation. If the Board accepts said plan, the plan shall be implemented not sooner than the beginning of next school year. The implementation of any such plan shall not be subject to the grievance procedure and arbitration as set forth in Article III of this Agreement. Any teaching standards set forth in Section B which are changed as a result of the adopted plan shall be null and void.

6. Assurances. Any plan approved by the Board shall provide the following assurances:

   a. Lunch Period. Each employee shall receive a duty-free lunch period of not less than thirty (30) minutes.

   b. Preparation Periods. Each employee shall receive one (1) continuous preparation period each day of not less than forty (40) minutes.

   c. Student Day. The length of the student day shall not be increased.

   d. Non-instructional Duty Assignments. The Employer will attempt to distribute non-instructional duties on a rotating and equitable basis among the affected employees.

   e. Furloughs Prohibited. The Employer shall not furlough any permanent professional or temporary professional employee who is employed on the effective date of this Agreement by reason of reduction or elimination of the professional duties of such employee which results from the adoption of a modification plan.

7. Memorandum of Understanding. The Employer and the Association shall enter into a Memorandum of Understanding setting forth the terms and conditions for said assurances provided in paragraph 6. The provisions of such Memorandum shall be subject to the grievance procedure in Article III of this Agreement.

D. Teaching Standards - Elementary Schools

1. Preparation Periods – Classroom teachers. Each elementary teacher shall receive a minimum of five hundred twenty five (525) minutes of preparation time per five (5) day week subject to the following conditions:

   a. At least three hundred (300) minutes of the preparation time shall be scheduled during the student day with at least one (1) continuous thirty-five (35) minute preparation period provided each work day. The remaining preparation time shall be provided in blocks of not less than twenty (20) minutes except that preparation time which is scheduled in conjunction with the employee's lunch period.

b. Except in unusual circumstances, such as weather emergencies, employees will receive a thirty (30) minute preparation period prior to student contact. Preparation time scheduled prior to the student day may be used by administrators and supervisors to conduct meetings with the employees. The use of the preparation time shall be limited to no more than ten (10) meetings per month with no more than three (3) such meetings per employee during a five (5) day work week. MDE, IEP, and IPT meetings shall not be considered in this provision.

c. Morning meetings will not be scheduled during the week prior to the student interim reports due date.

d. This provision relating to preparation periods shall not apply at those times when special activities/programs are scheduled. Special activities/programs shall include but shall not be limited to field trips, conferences, curriculum meetings/planning sessions, and in-service programs.

e. For purposes of this article, classroom teachers shall be defined as K-5 homeroom, coaches, special education, ELL, academic support and Title I.

2. Preparation Periods – Special Area teachers. Each elementary special area teacher shall receive a minimum of five hundred fifteen (515) minutes of preparation time per five (5) day week subject to the following conditions:

a. At least two hundred forty-five (245) minutes of the preparation time shall be scheduled during the student day with at least one (1) continuous thirty-five (35) minute preparation period provided each work day. The remaining preparation time shall be provided in blocks of not less than twenty (20) minutes except that preparation time which is scheduled in conjunction with the employee's lunch period.

b. Except in unusual circumstances, such as weather emergencies, employees will receive a thirty (30) minute preparation period prior to student contact. Preparation time scheduled prior to the student day may be used by administrators and supervisors to conduct meetings with the employees. The use of the preparation time shall be limited to no more than eight (8) meetings per month with no more than two (2) such meetings per employee during a five (5) day work week. MDE,

IEP, and IPT meetings shall not be considered in this provision.

c. Morning meetings will not be scheduled during the week prior to the student interim reports due date.

d. This provision relating to preparation periods shall not apply at those times when special activities/programs are scheduled. Special activities/programs shall include but shall not be limited to field trips, conferences, curriculum meetings/planning sessions, and in-service programs.

e. For purposes of this article, special area teachers shall be defined as art, business/informational technology, library, music and physical education.

3. Non-instructional Duty Assignments

a. Lunch/Recess Duty. Elementary employees shall be assigned to lunch/recess duty no more than three (3) times during a period of ten (10) work days. Such duty assignments will be distributed on an equitable basis among the employees.

b. Monitoring and Supervision. Employees shall be responsible for the monitoring and supervision of students during arrival and dismissal times, to and from recess/lunch, and to and from special area classes. On those days when employees have either recess or lunch duty, they shall be responsible for monitoring students only to or from lunch/recess.

c. Nurses Exception. Nurses shall not be assigned to any non-instructional duty assignments.

4. Standardized Tests. Employees shall not be required to score any district-wide administered standardized tests or to affix the test results to student permanent record cards. For the purpose of this Article, a standardized test is a test administered and scored in a standardized manner which a.) compares the performance of each student with a nationally normed sample of his/her peers (e.g. ITBS, ITED) or b.) is used to compare students to some predetermined, established state or national criterion rather

than to other individuals (e.g. PSSA, DIBELS). Standardized tests shall not include curriculum based or formative assessments used to assist in designing the instructional program to meet student needs.

5. Traveling Employees. Those employees assigned to more than one building shall be provided with a period of time of not less than twenty (20) minutes for the purpose of travel between buildings.

6. Attendance Records. Elementary employees shall not be required to maintain or complete the annual state attendance register; however, each employee shall complete and submit such records to the principal as may be required for the School District to comply with state laws and regulations.

E. Leaving the Building

1. Lunch Period. An employee may leave his/her assigned building during the thirty (30) minute duty-free lunch period provided that the employee has given proper notification to the building principal or principal's designee.

2. Preparation Period. An employee may leave the building during his/her preparation period provided that the building principal or the principal's designee has granted authorization to the employee. The employee shall state the reason for the request and the destination.

F. Individual Educational Programs

1. Meetings Scheduled. When an employee is required to participate in an Individualized Educational Program (IEP) conference, review, evaluation, or re-evaluation, or any meeting to fulfill the requirements of federal and state laws and regulations or standards or relating thereto, the meeting shall be scheduled during the employee's regular work day and work year except under conditions beyond the control of the Employer, including the inability or refusal of the parent to attend during the employee work day.

2. Payment or Compensatory Time. If an employee is required to participate in an IEP meeting at a time other than during the normal work day, the Employer may either pay the employee at the hourly rate as set forth in Article IX, Section H (Additional Contractual Services) or grant compensatory time for attendance at the meeting. Such payment or compensatory time

shall be at the sole discretion of the Employer. If compensatory time is granted, the employee's supervisor shall schedule the compensatory time.

G. Class Size

1. Elementary Schools. Maximum class sizes, including special education students as set forth in paragraph 4, shall be established for the following school term based on available enrollment data as of the second Friday of May as follows:

   a. For kindergarten the maximum class size shall be twenty-three (23) students.

   b. For primary grades 1, 2, and 3, the maximum class size shall be twenty-five (25).

   c. For intermediate grades 4 and 5, the maximum class size shall be twenty-eight (28).

   d. Enrollment Changes/Payments. If after the second Friday of May student enrollments change, the class size limitations may be exceeded. If the class maximums are exceeded, the affected employee shall be paid in accordance with the provisions of Paragraph 9 of this Section.

2. Departmentalized Elementary Classes. If any grade levels in any elementary school utilize departmentalized classes or class regrouping for instruction, the provisions of Paragraph 1 shall not apply; however, the average number of students in the grade level per employee shall be used. The average number of students assigned per teacher in the elementary school shall be computed by taking the sum of all the students in the grade level and dividing by the number of classroom teachers at the grade level. If, because of student enrollment changes which occur after the second Friday of May, the average per employee exceeds the numbers as set forth in Paragraph 1, the class size limitations may be exceeded, but the affected employee shall be paid in accordance with the provisions of Paragraph 9 of this Section. The decision for establishing departmentalized elementary classes resides solely with the Employer.

3. Elementary Special Area Classes. For elementary art, general music, physical education, and library classes, the provisions of Paragraph 1 shall not apply for each class being taught by a special area employee; however, the average number of students per week shall be used. The average number of students assigned in all classes shall be computed taking the sum of all the students in all of the employee's classes and divided by the number of classes taught per week. If the average exceeds twenty three (23) for kindergarten, twenty-five (25) for primary grades and twenty-eight (28) for intermediate grades, the Employer shall pay the affected employee(s) in accordance with the provisions of Paragraph 9 of this Section.

4. Elementary Special Education Students. Special education students in the elementary school who are assigned to regular classroom teachers shall be included in the computation of the maximums established on the second Friday of May as provided in Paragraph 1 of this Section and subject to the following conditions:

   a. If the special education student is assigned to the regular classroom for fifty per cent (50%) or more of the student's educational program time the student shall be counted as one.

   b. If the special education student is assigned to the regular classroom less than fifty per cent (50%) of the student's educational program time, the student shall be counted as one-half; therefore, if two half-time special education students are assigned to one class, they shall be counted as one student.

   c. Such time shall be calculated and based on the student's approved individualized education program (IEP) as of the second Friday of May. If any change occurs in the IEP following this date, no change shall be made in the class counts.

5. Elementary Classroom Rosters. In scheduling, an attempt shall be made by the District to balance classrooms in each grade level by academic and/or behavioral needs of the students.

6. Reduction of Sections. If, after the Employer has established class sections and staffing patterns in accordance with the appropriate class size limitations, the number of students enrolled in a particular grade level shall fall below original estimates, the Employer shall be entitled to eliminate those class sections which are no longer required to comply with this Section;

provided, that such changes shall be made prior to the beginning of the employee work year.

7. Secondary Grades. For secondary grades, the average number of students assigned to all classes shall not exceed thirty (30) students with a maximum for any one class not to exceed thirty-one (31) students through the 2010-2011 school year. Beginning with the 2011-2012 school year, the average number of students assigned to all classes shall not exceed twenty nine (29) students with a maximum for any one class not to exceed thirty (30) students. The average number shall be computed by taking the sum of all the students in all of the employee's regular classes and dividing by the number of classes taught. The Employer shall have until the tenth day of the school term to make adjustments required bringing itself into compliance with the forgoing maximums. When new students enroll after this date, the maximums may be exceeded in order to schedule such students; however, the affected employee(s) shall be paid in accordance with the provisions of Paragraph 9 of this Section.

8. Exceptions. All non-instructional duties, including but not limited to study hall, detention hall, hall duty, cafeteria duty, playground duty, and bus duty, shall be excluded from the provisions of this Section. Performing groups at all grade levels, homeroom, physical education classes, health classes, and driver education classes at the secondary schools, shall be excluded from the provisions of this Section.

9. Payment. Whenever the total number of students exceeds the limitations as set forth above, the Employer shall pay the affected employee, for each semester, an amount of two hundred twenty five dollars ($225) per student multiplied by the number of students exceeding the limitations.

H. Evaluation of Students. The employee shall have the right to determine the grades and/or evaluations for students upon completion of planned courses; however, the principal shall have the right to change any grade and/or evaluation provided that the principal has consulted with the employee before any change is made. Any change of a grade by the principal shall be so indicated on the permanent record card.

I. Meetings and Programs for Social Workers.

1. Meetings Scheduled. When a social worker is required to participate in activities including but not limited to meetings, programs, or IEP conferences, such activities shall be scheduled during the employee's regular workday and work year except under conditions beyond the control of the Employer.

2. Payment or Compensatory Time. If an employee is required to participate in an activity (e.g., meeting, program, or IEP conference) at a time other than during the normal work day, the Employer may either pay the employee at the hourly rate set forth in Article IX, Section H (Additional Contractual Services) or grant compensatory time for attendance at said activity. Such payment or compensatory time shall be at the sole discretion of the Employer. If compensatory time is granted, the Assistant Superintendent shall schedule such compensatory time.

J. School Nurses.

1. School nurses shall be entitled to a thirty (30) minute duty-free lunch and one (1) continuous planning period per day consistent with grade level assignments.

K. Working Conditions – Speech Pathologist

All terms and conditions of employment that are not addressed below relative to speech pathologists shall remain in effect for the life of this agreement.

1. Caseload/Contracts Meeting. Speech pathologists shall meet for one-half (½) day during a student day in the month of May for the purpose of sharing caseload data information.

2. Preparation Periods. Speech pathologists shall have one (1) continuous preparation period/day during the student day consistent with grade level assignment plus one (1) additional continuous preparation period per week also within the student day.

L. ELL Preparation Time Meetings

1. ELL Teachers shall meet for one (1) day during the student day within the fourth (4th) nine week grading period for the purpose of scoring standardized ELL tests.

2. ELL Teachers may request one (1) continuous half-day per semester for the purpose of student monitoring, student observation, teacher collaboration, student conferencing, and data collection.

ARTICLE VIII

WORK YEAR AND WORK DAY

A. Employee Work Year

1. Employee Work Year. The annual contract salaries set forth in the Salary Schedules are based on 193 days for each year of the Agreement.

2. Instructional Days. No employee shall be required to work more than 182 student instructional days.

3. Beginning of the School Term. Prior to the beginning of the school term, one (1) clerical day shall be scheduled.

4. Clerical Days. At the end of the first, second, and third academic quarters during the school term, one-half (1/2) clerical day shall be scheduled.

5. End of the School Term. At the end of the school term, one (1) clerical day shall be scheduled; however, the principal may schedule meetings with the employees during this clerical day.

6. IEP/Reevaluation Report Writing Days. Special education teachers may request from the building administration substitute teacher coverage for the purpose of IEP and reevaluation report writing. Requests will be considered by the administration based on the number of students on the teacher's roster, challenging cases, and unusual situations that may occur. Requests shall be granted for one-half (1/2) day or full day coverage and must be amenable to both the employer and the employee.

B. Work Year for Guidance Counselors. The contract year for guidance counselors shall be five (5) additional working days. The additional five (5) days beyond the employee work year as set forth in Paragraph 1, Section A of this Article shall be pro-rated on the basis of the guidance counselor's base salary as provided in the Salary Schedule.

C. Work Year for Librarians. Each librarian may request to use all or part of the clerical and in-service time provided in this Section immediately prior to the beginning of the regular work year for the purpose of preparing for the new school term. Arrangements shall be coordinated with the building principal and the employee's schedule shall be adjusted accordingly.

D. Normal Work Day. The normal work day, including a thirty (30) minute duty-free lunch, shall be eight (8) hours.

E. Parent Interaction Time

1. Open House. Open house attendance shall be mandatory for all professional employees unless excused for emergency reasons by the building principal. Employees shall be compensated through an early dismissal on the day of open house. An employee who is assigned to more than one building shall be required to attend the open house at each building except when open house is scheduled at the same time for each building in which case the employee's attendance shall be determined by the building principal(s). Said employees who attend more than one open house shall be compensated through released time. Arrangements for compensatory time and resolution of any conflicts shall be made by the building principal(s).

2. Parent Meetings. Each employee shall participate in one evening meeting with parents of two (2) hours as scheduled by the Employer. Employees shall be given at least thirty (30) days notice of all such meetings. Participation and attendance shall be mandatory for all employees on an annual basis.

F. Work Year and Work Day for Social Workers

1. Work Year. All social workers will work the same 193 days as teachers. If social workers are needed beyond the 193 days, the District will contract them out the same as the teachers at their hourly rate.

2. Normal Work Day. The normal workday, including a thirty (30) minute duty-free lunch, shall be eight (8) hours per day for each year of this Agreement.

G. Speech Pathologists. Each speech pathologist may request to use all or part of the clerical and in-service time provided in this Section immediately prior to the beginning of the regular work year for the purpose of preparing for the new school term. Arrangements shall be coordinated with the building principal and the employee's schedule shall be adjusted accordingly.

ARTICLE IX

PROFESSIONAL COMPENSATION

A. Salary Schedules. The salaries of the employees of the bargaining unit as covered by this Agreement are set forth in the Appendix as follows:

Appendix "A" – 2009-2010 salaries

Appendix "B" – 2010-2011 salaries

Appendix "C" – 2011-2012 salaries

Appendix "D" – 2012-2013 salaries

Appendix "E" – 2013-2014 salaries

Appendix "F" – 2014-2015 salaries

B. Salary Schedule Movement

STEPS

2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
--	--	--	--	--	1
--	--	--	--	1	2
--	--	--	1	2	3
--	--	1	2	3	4
--	1	2	3	4	5
1	2	3	4	5	6
2	3	4	5	6	7
3	4	5	6	7	8
4	5	6	7	8	9
5	6	7	8	9	10
6	7	8	9	10	11
7	8	9	10	11	12
8	9	10	11	12	13
9	10	11	12	13	14
10	11	12	13	14	15
11	12	13	14	15	16
12	13	14	15	16	17
13	14	15	16	17	18
14	15	16	17	18	19
15	16	17	18	19	19
16	17	18	19	19	19
17	18	19	19	19	19
18	19	19	19	19	19
19	19	19	19	19	19

Explanation: Employees will move horizontally from their step placement during the 2009-10 school term; e.g., an employee on Step 11 in 2008-09 will move to Step 12 in 2009-10, to Step 13 in 2010-11, to Step 14 in 2011-12, to Step 15 in 2012-2013, to Step 16 in 2013-2014 and to Step 17 in 2014-2015.

C. Placement on Salary Schedule

1. Years of Service. An employee's placement on the vertical salary column (years of service) shall be calculated on the basis of an employee's actual number of days worked each school year in relationship to the contracted number of days as provided in Article VIII. All salary schedule step placements shall be made in accordance with the provisions of this Article. The initial placement of a newly hired employee on the vertical salary column shall be that point agreed upon between the employee and the Employer. The Employer shall not be required to grant credit for prior work experience to newly hired employees, except in the case of Transfer of Entities personnel.

2. Salary Step Movement. An employee who works the full contracted year shall move one step on the salary column at the beginning of the following school year provided the employee received an overall satisfactory evaluation for the school year. When an employee receives an overall unsatisfactory evaluation as defined in Section C of Article XVI in this Agreement at the end of a school year, the Employer will withhold the scheduled increase in the salary for the subsequent school year. If the employee attains a satisfactory rating the subsequent school year, the employee shall be placed prospectively on the salary schedule as if he/she had not received an unsatisfactory rating. The result of a salary withhold is that an employee assessed as unsatisfactory will forever forfeit the increase in salary that the employee would have received during the time period following the unsatisfactory rating and prior to the issuance of a satisfactory rating.

3. Partial Service Credit. A partial year's service credit (half-step placement) results, when at the beginning of a particular school year, an employee is credited with less than one (1) full year of service; or, in the case of a more senior employee, is credited with one (1) or more full year of service plus some additional number of work days' service which is less than another full year of service.

4. Reason for Partial Service. A partial year's service ordinarily results because of an employee's initial employment after the beginning of the school year (late entry), and/or because of an unpaid leave of absence for which credit is not granted for advancement on the vertical salary schedule.

5. Step Placement. All employees who had been employed by the district at the end of the 2008-09 school year will be established at a salary schedule step placement on the basis of all previous credited years of service.

6. Partial Work Year. During each school year during the term of this Agreement, employees who work less than forty-five (45) days shall receive no credit for advancement on the salary schedule in the following school year. Employees who work at least forty-five (45) days but less than ninety-five (95) days shall receive one-half year of credited service and shall advance one-half step on the salary schedule in the following school year. Employees who work ninety-six (96) days or more shall receive one (1) full year of credited service and shall advance one (1) step on the salary schedule for the following school year.

7. Partial Work Day. Part time employees who work less than the normal work day as provided in Article VIII shall receive a prorated credited year of service for each full year worked based on the proportion that their contracted partial work day bears to the full normal work day provided for under Article VIII, Section D.

D. Lateral Movement on the Salary Schedule. The following procedures shall apply to qualify for lateral movement on the salary schedule:

1. Bachelor's Degree + 15 Credits. Only credits taken from an accredited college or university following graduation or in-service credits by the Department of Education shall be considered. A transcript or legible grade reports must be submitted to verify completion of the fifteen (15) credits.

2. Master's Degree. Salary credit for the Master's degree can be granted only upon receipt of an official transcript (bearing school seal and date degree was conferred) or an Equivalent Master's Degree Certificate awarded by the Pennsylvania Department of Education.

3. Master's Degree + 15 Credits. Credits to apply for the M+15 must be graduate degree credits taken from an accredited college or university and taken after the awarding of the Master's degree. Master's degree shall

mean such degree granted by an accredited college or university or by the awarding of an Equivalent Master's Degree Certificate by the Pennsylvania Department of Education. A transcript or legible grade reports must be submitted to verify completion of the fifteen (15) credits.

4. Master's Degree + 30 Credits. Credits to apply for the M+30 must be graduate degree credits taken from an accredited college or university and taken after the awarding of the Master's Degree. Master's Degree shall mean such degree granted by an accredited college or university or by the awarding of an Equivalent Master's Degree Certificate by the Pennsylvania Department of Education. A transcript or legible grade reports must be submitted to verify completion of the thirty (30) credits.

5. Doctor's Degree. Salary credit for the Doctor's degree can be granted only upon receipt of an official transcript (bearing school seal and date degree was conferred).

E. Substantiation. The employee is required to substantiate educational degrees and credits and prior service through official college transcripts or credit reports and letters of verification from previous employers respectively prior to the beginning of the school term in which the salary adjustments would be made. If such substantiation cannot be provided by the first day of the new school term, the employee must submit written notice indicating that such substantiation will be forthcoming. In such cases, the Employer shall withhold any financial remuneration until substantiation has been received. If substantiation is received on or before November 30, the Employer shall make adjustments retroactive to the beginning of the school term.

F. Extracurricular Activities

1. Activities. The Employer has adopted a schedule of approved activities and salaries to be paid during the term of this Agreement. This schedule is set forth in this Agreement solely for the purpose of indicating agreement upon salaries. The Employer retains its sole right to add or to delete activities from this listing without limitation when it deems it necessary to do so, and to assign or remove the person or persons appointed to such position when it deems it to be in the best interests of the activity or the educational system to do so. However, if a sponsor is to be removed from an extracurricular assignment, the sponsor will be advised of his removal prior

to the recommendation being acted upon by the Board of School Directors. It is the right of the Association to negotiate the rate of pay for any activity newly approved by the Employer during the term of this Agreement.

2. Positions Created. The Employer also retains the right to create one or more positions which are or could be classified as "professional" and incorporated into the bargaining unit, for the purpose of combining the duties of such position with those of an extra-curricular sponsor or coach, i.e., Athletic Director or Coordinator-Head Football Coach; provided that the duties of such position may not include the functions of classroom instruction, guidance counseling, or school nursing, but may include non-instructional duties. The incumbent of such position shall not accrue seniority within the bargaining unit and, during reduction in force, may not bump any bargaining unit member; nor may such incumbent be bumped from such position by any bargaining unit member.

3. Compensation Guidelines. Extracurricular activity sponsors and event management personnel shall be paid at the rates as provided in **Appendix** "H", **Appendix** "I"~~,~~ and **Appendix** "J" of this Agreement.

4. Extracurricular Summarization Reports. The sponsor of each extra-curricular activity will submit to the Superintendent of Schools or his designee, within two (2) weeks after its culmination, a summary of the activities of the group for the school year. Such summary will include the number of meetings held, special projects conducted, and any recommendation for improvement. The Employer will give each sponsor a reminder notice with any appropriate forms for this report during the final two weeks of the activity.

G. Method of Payment

1. Pay Dates. All employees in the bargaining unit covered by this Agreement shall choose one of two plans to receive their compensation:

   a. Plan "A": alternate Fridays from September through August

   b. Plan "B": alternate Fridays from September through June

2. Selection. Any employee electing to be paid under Plan "B" shall notify the Payroll Supervisor of such election, in writing, not later than August 1 for the following school year. The absence of written notice to the Payroll Supervisor shall indicate that those employees have elected to be under Plan "A." There shall be no change in the elected method of payment by any employee after August 1 for the following school year.

3. Direct Deposit. The Employer shall offer to employees the option of direct deposit for their paychecks. Employees electing to have direct deposit of their paychecks shall notify the Payroll Supervisor of such election at least thirty (30) days prior to the effective date for direct deposit. Notification shall be provided on standardized forms supplied by the Employer. Authorization for direct deposit shall continue until the employee notifies the Secretary of the Board in writing to terminate direct deposit. The Association shall work with the Employer to encourage all members of the bargaining unit to participate in the direct deposit program.

H. Additional Contractual Services

1. Activities. Employees in the bargaining unit who volunteer and who are assigned by the Employer to perform approved activities which are scheduled beyond the regular work day as provided in Article VIII, Section D or beyond the regular work year as provided in Article VIII, Sections A and B shall be paid a standard hourly rate as herein provided. The activities for which this standard hourly rate is paid shall be limited to the following:

   a. Curriculum writing
   b. Summer school instruction
   c. Homebound instruction
   d. Job related activities

2. Exception. No compensation under this provision shall be paid for any work performed for which released time is provided or for any work performed in connection with any extracurricular activity.

3. Rates of Pay. The hourly rate paid under this provision shall be established as follows:

2009-2010: $25.00 per hour
2010-2011: $26.00 per hour
2011-2012: $27.00 per hour
2012-2013: $28.00 per hour
2013-2014: $29.00 per hour
2014-2015: $30.00 per hour

I. Military Salary Credit

1. Credit on salary scale for those temporary professional and professional employees entering military service immediately following graduation from college shall be granted:

   a. One (1) year credit on salary scale for those having served twelve (12) to thirty (30) months military service.

   b. Two (2) years credit on salary scale for those having served thirty (30) or more months military service.

2. Temporary professional and professional employees who had at least twenty-four (24) months of active military service previous to graduation from college will be granted an increment of one hundred dollars ($100.00) on base salary. Provisions of this policy shall not extend beyond cessation of the Vietnam War.

J. Salary Schedule for Social Workers

1. Social Workers will be placed accordingly on the teacher's salary schedule.

ARTICLE X

EMPLOYEE BENEFITS

A. Medical Insurance Benefit Option Plan

1. Time Period. For the period beginning on July 1, 2009, and continuing through the term of this Agreement, the Employer shall provide a medical insurance benefit option plan (hereinafter referred to as "Benefit Option Plan") as set forth in this Section A.

2. Medical Insurance Options. The Employer shall provide to the employees such medical insurance options in accordance with the terms and conditions as set forth below:

   a. The AIU Insurance Consortium managed care plans (hereinafter referred to as the "managed care plans"), as of the effective date of this Agreement, including the Keystone West Health Maintenance Organization (HMO) Plan and the Highmark Blue Cross/Blue Shield Preferred Provider Organization (PPO) Plan, shall be offered. Additional and/or alternative managed care plans may be offered during the term of this Agreement as the same become available through the AIU Insurance Consortium or its successors.

   b. The Employer also may offer such other managed care plan options as it deems feasible. These may be in addition to those offered by the AIU Insurance Consortium.

3. Eligible Permanent Full-Time Employees Employed prior to July 1, 2003. All permanent full-time employees as defined in Article I of this Agreement in compensable status prior to July 1, 2003, shall be eligible to enroll in one of the medical insurance options and to receive the following:

   a. Monthly Payments. For all eligible employees, during the period beginning July 1, 2009, through the balance of the terms of this Agreement, the Employer shall pay an amount not to exceed the monthly premiums for Highmark Blue Cross/Blue Shield Preferred Provider Organization (PPO) Plan (or AIU replacement plan if applicable) offered

offered through the AIU Insurance Consortium.

b. Employee Contributions. Effective July 1, 2009, each permanent full-time employee who elects a managed care shall pay to the District through payroll deduction, contributions toward the employer paid cost of the premium as follows:

6% of premium	effective July 1, 2009
6% of premium	effective July 1, 2010
6% of premium	effective July 1, 2011
6.5% of premium	effective July 1, 2012
6.5% of premium	effective July 1, 2013
6.5% of premium	effective July 1, 2014

c. Dual Coverage. In the event that both husband and wife are employees of the District, only one such employee shall be entitled to subscribe for the family, parent and child, parent and children, or husband and wife coverage programs under the Benefit Option Plans; however, if both husband and wife are employees of the District, each may subscribe under the Benefit Option Plans for individual coverage only.

4. Eligible Part-time Employees Employed prior to July 1, 2003. All Permanent part-time employees as defined in Article I, Section B in compensable status prior to July 1, 2003, shall be eligible to receive the Highmark Blue Cross/Blue Shield Preferred Provider Organization (PPO) Plan offered by the AIU Insurance Consortium (or AIU replacement plan, if applicable) based on the proportion that their contracted partial work day bears to the full normal work day provided for under Article VIII, Section D. The Employer will pay a prorated amount of the monthly premium based on the proportion of the Employee's contracted partial work day. The employee shall make premium contributions toward the Benefit Plan comprised of a prorated amount of the monthly premium as defined in Section 3b of this Article based on the proportion of the employee's contracted partial work day.

5. Eligible Permanent Full-Time Employees Hired July 1, 2003 and After. All permanent full-time employees as defined in Article I of this Agreement in compensable status July 1, 2003, and after, shall be eligible to enroll in one of the medical insurance options and to receive the following:

a. Monthly payments. For all eligible employees, the Employer shall pay an amount not to exceed the monthly premium for the lowest cost managed

care plan offered by the AIU Insurance Consortium. If the employee selects a higher cost plan, the employee shall pay the difference in premiums for the plan selected, in addition to the employee contribution for the lowest cost plan as defined in Section 3.b. of this Article.

b. Dual Coverage. In the event that both husband and wife are employees of the District, only one such employee shall be entitled to subscribe for the family, parent and child, parent and children, or husband and wife coverage programs under the Benefit Option Plans; however, if both husband and wife are employees of the District, each may subscribe under the Benefit Option Plans for individual coverage only.

6. Eligible Part-time Employees Hired July 1, 2003, and After. All Permanent part-time employees as defined in Article I, Section B in compensable status July 1, 2003, and after, shall be eligible to receive the lowest cost managed care plan offered by the AIU Insurance Consortium (or AIU replacement plan, if applicable) based on the proportion that their contracted partial work day bears to the full normal work day provided for under Article VIII, Section D. The Employer will pay a prorated amount of the monthly premium based on the proportion of the Employee's contracted partial work day. If the employee selects a higher cost plan, the employee shall pay the difference in premiums for the plan selected. In addition the employee shall make premium contributions for the lowest cost plan comprised of a prorated amount of the monthly premium as defined in Section 3b of this Article based on the proportion of the employee's contracted partial work day.

7. Non-Eligible Employees. Employees who are not eligible for benefits under the provisions of the forgoing paragraphs shall not receive any Employer contribution toward the purchase of medical benefits; however, such insurable employees may participate in the Benefit Option Plans at their own expense and in accordance with applicable laws and regulations. Such employees shall pay the full costs of the monthly premiums.

8. Selection of Plans

a. Period of Selection. Each participating employee shall select a medical insurance plan during the annual enrollment period as set forth by the Employer. The length of the period of the enrollment shall be determined by the Employer in conjunction with the insurance provider(s). Employees shall be eligible to participate in any plan which is available or to switch to any plan which is offered; however,

employees shall be permitted to change plans only during the annual enrollment period.

b. Types of Coverage. The participating employee shall select the type of coverage which may be required by the insurance provider; e.g., individual, husband and wife, parent and child, parent and children, or family. Such levels of coverage shall be determined by the insurance provider(s).

c. Change of Coverage. For the purpose of this benefit, the employee shall select the type of coverage and provide notification to the Payroll Supervisor no later than the fifth of the month for coverage on the first day of the following month. Notification for changes in the employee's status shall be reported to the Payroll Supervisor no later than the fifth of the month for changes effective on the first day of the following month.

B. Dental Insurance

1. Time Period. For the period beginning on July 1, 2009, and continuing through the term of this Agreement, the Employer shall provide a dental insurance benefit plan as set forth in this Section B.

2. Eligible Permanent Full-Time Employees. All permanent full-time employees in compensable status shall be eligible to enroll in the dental insurance program with the monthly premiums paid by the Employer for said insurance subject to the provisions hereinafter set forth:

a. Types of Coverage. Each employee shall select either individual or family type coverage.

b. Change of Coverage. For the purpose of this benefit, the employee shall provide notification to the Payroll Supervisor no later than the fifth day of the month for coverage on the first day of the following month. Notification for changes in the employee's status shall be reported to the Payroll Supervisor no later than the fifth of the month for changes effective on the first day of the following month.

c. Dual Coverage. In the event that both husband and wife are employees of the district, only one such employee shall be entitled to subscribe under this plan.

3. Plan Provider. The dental insurance program shall be provided through the AIU Insurance Consortium.

4. Non-Eligible Employees. Employees who are not eligible for benefits under the provisions of the forgoing paragraphs shall not receive any Employer contribution toward the purchase of dental benefits; however, such insurable employees may participate in the Dental Plan at their own expense and in accordance with applicable laws and regulations. Such employees shall pay the full costs of the monthly premiums.

C. Vision Insurance

1. Time Period. For the period beginning on July 1, 2009, and continuing through the term of this Agreement, the Employer shall provide a vision insurance benefit plan as set forth in this Section C.

2. Eligible Permanent Employees. All permanent full-time employees in compensable status shall be eligible to enroll in the vision insurance program with the monthly premiums paid by the Employer for said insurance subject to the provisions hereinafter set forth:

   a. Types of Coverage. Each employee shall select either individual or family type coverage.

   b. Change of Coverage. For the purpose of this benefit, the employee shall provide notification to the Payroll Supervisor no later than the fifth day of the month for coverage on the first day of the following month.

   c. Dual Coverage. In the event that both husband and wife are employees of the district, only one such employee shall be entitled to subscribe under this plan.

3. Plan Provider. The vision insurance program shall be provided through the AIU Insurance Consortium.

4. Non-Eligible Employees. Employees who are not eligible for benefits under the provisions of the forgoing paragraphs shall not receive any Employer contribution toward the purchase of vision benefits; however, such insurable employees may participate in the Vision Plan at their own expense and in accordance with applicable laws and regulations. Such employees shall pay

the full costs of the monthly premiums.

D. Health Insurance Waiver Effective beginning July 1, 2009, an employee may waive the benefits provided in this section and will instead receive on a prorated basis, a sum equal to the schedule below:

Type of Coverage	Medical	Dental	Vision	Total/Month	Total/Annual
Single	$131	$9	$2	$142	$1,704
Parent and Child	$292	$32	$4	$328	$3,936
Parent and Children	$322	$32	$4	$358	$4,296
Husband and Wife	$355	$32	$4	$391	$4,692
Family	$369	$32	$4	$405	$4,860

This sum, to be paid in lieu of the benefits of sections A, B, and C of this article, shall be paid in the last paycheck in June of each year and shall be prorated if for less than 12 months. For part-time employees, the sum shall be prorated based on the proportion of the normal work day for which the employee is employed.

If an employee's spouse is eligible for insurance coverage through the school district, the husband and wife shall only be entitled to coverage through one partner and shall not be eligible for the waiver set forth above. Coverage will be provided through the partner whose birthday is closest to, but not before, January 1. In the event that the partner whose birthday is closest to January 1 is on an approved leave of absence resulting in the cessation of District paid health insurance benefits due to a life event as defined in the following paragraph, the District paid health insurance coverage will be assumed by the employed spouse during said approved leave of absence.

Employees who waive the benefits of this section may rejoin the plan, effective with the beginning of the following month for life event reasons, such as the death, lay-off, discharge, or other loss of benefits by a person on whom the employee was relying for benefits, marriage, birth or adoption of a child, or where a divorce or separation is shown to cause the cessation of benefits to the employee. Any employee may change his/her coverage selections during the

annual open enrollment period with such change becoming effective on the following July 1.

E. Life Insurance

1. Coverage. Effective July 1, 2009, and continuing for the term of this Agreement, the Employer shall provide to each eligible employee in the bargaining unit a group term life insurance policy in the face amount of fifty thousand dollars ($50,000).

2. Purchase Options. Eligible employees may also, at their own expense through payroll deductions, purchase an additional block of ten thousand dollars ($10,000) of life insurance at the school district's premium rates. This provision is subject to the regulations established by the insurance carrier.

F. Section 125 Plans. The Employer shall establish a premium conversion plan in accordance with the provisions of Section 125 of the Internal Revenue Code. Employees may voluntarily participate in dependent care assistance and healthcare reimbursement accounts in accordance with the provisions of Section 125 of the Internal Revenue Code.

G. Educational Program. The Employer shall provide to the employees an educational program on the provisions of the Benefit Option Plan ~~B~~, the Section 125 plan, and the 403b plans. The Association will support this educational program and encourage the members of the bargaining unit to participate.

H. Mileage. Any employee who must, due to his assignment, use private means of transportation to accomplish his duties, will be reimbursed for the travel at the allowable rate as established by the IRS during the term of this Agreement. Such travel must be approved by the Superintendent of Schools or his designee.

I. Reimbursement for Tuition

1. Rates. Permanently certified teachers will be eligible to receive reimbursement for each previously approved graduate credit and in-service credit (approved by the Department of Education). Beginning on September 1 of each year, the maximum rates for reimbursement shall be established as follows:

2009-10:	$365.00
2010-11:	$375.00
2011-12:	$395.00
2012-13:	$405.00
2013-14:	$425.00
2014-15:	$430.00

2. Criteria. The following criteria for tuition reimbursement shall apply:

   a. Only credits earned with a "B" or better grades will be reimbursed. If a course is non-graded, a "pass" will be considered equivalent to a grade of "B" or better.

   b. It shall be the employee's responsibility to provide such documentation as may be required to verify that the credits for which reimbursement is requested are for graduate level courses. Such documentation must be presented prior to taking the course.

3. Exclusion. Course credits obtained through scholarships, federal programs or any other means for which actual tuition payment is not made by the employee cannot be claimed for reimbursement under this benefit.

4. Credit Maximum. A maximum of nine (9) credits will be reimbursed in any one school year.

5. Tuition Reimbursement to the District. When an employee, who has received tuition reimbursement leaves the District for other employment, the individual will reimburse the District for reimbursements as follows: a) 100% of the total payment made during the current and previous fiscal year, and, b) an additional 75% of any payments made to the individual for the previous years preceding the year of leaving the District. If an employee leaves after three (3) full fiscal years, there will be no obligation to reimburse the District.

J. Reimbursement for Continuing Education Credit Units. Social workers, speech pathologists, and nurses will be eligible to receive reimbursement for each previously approved Continuing Education Credit Unit. The maximum rates for reimbursement shall be $200 per year for each year of this agreement. It shall be the employee's responsibility to provide such documentation as may be required to verify that the credits for which reimbursement is requested apply to the required Continuing Education Credit Units. Such documentation must be

presented prior to taking the course. Requests for approval will not be denied for arbitrary and/or capricious reasons. The burden of proving the Employer's denial of approval was arbitrary and/or capricious shall be on the Association.

K. Retirement Allowance

1. Computation. An employee who retires on or after attaining twenty (20) years of service in the Pennsylvania Public School Employees Retirement System shall be entitled to receive, as additional compensation payable at the time of retirement, an amount computed by multiplying the number of such employee's unused accumulated sick days, up to a maximum of 200 such days by the amounts set forth below:

1 – 75 days of unused sick leave:	$50.00 per day
76 – 125 days of unused sick leave:	$60.00 per day
126 – 175 days of unused sick leave:	$70.00 per day
176 – 200 days of unused sick leave:	$75.00 per day

2. Eligibility. In order to be eligible to receive retirement allowance, an employee must:

   a. Have completed at least ten (10) years of service with the District; and

   b. Have completed at least twenty (20) years of service as a professional employee with the District and/or another school system.

L. Continuance of Benefits. Employees in the bargaining unit who are on unpaid leaves of absence or those who have retired and are receiving benefits from the Public School Employees Retirement System may continue the insurance plan(s) for which they are eligible at the group rate by delivering the full premiums for the plan(s) to the Payroll Supervisor on or before the tenth of the month preceding the month that the premium is due. If the premium has not been received by the Payroll Supervisor by the above stated deadline, that in itself will be proof that the employee has chosen to withdraw from the plan(s). This benefit does not apply to employees who have retired before July 1, 1975.

ARTICLE XI

LEAVES OF ABSENCE

A. Personal Leave

1. Personal Leave Days. Each employee shall be granted three (3) non-cumulative "personal leave" days in accordance with the following provisions:

   a. The Principal shall be given not less than forty-eight (48) hours notice of such absence, unless it is of an emergency nature for which the employee provides an acceptable explanation.

   b. Except under emergency conditions or in circumstances beyond the control of the employee, no such personal leave absence shall be allowed on any days immediately preceding or following a school holiday, on any days immediately preceding or following a period of personal illness, nor during the last two (2) weeks of the school term.

   c. The following reasons shall determine the legitimate use of personal leave days:

      (1) Marriage of the employee or members of the immediate family
      (2) Personal or family emergencies
      (3) Personal financial business
      (4) Religious
      (5) Medical
      (6) Educational

   d. No more than five percent (5%) of the personnel in each building will be granted personal leave on any one day. At the discretion of the principal, this percentage may be increased for any one day.

   e. Unused personal leave days shall be added to an employee's accumulated sick leave at the end of each school term.

f. During any school term, an employee may convert not more than three (3) sick leave days to be used as personal leave days. Such days shall be used only for the purpose of personal or family emergencies.

B. Extended Sick Leave. After an employee's accumulated sick leave is exhausted in any school year and five (5) additional consecutive work days of absence elapse because of sickness or accident for which no pay is received and the absence continues for same illness or accident, the Employer will extend sick leave pay for an additional thirty (30) consecutive working days. The Employer may require the employee to provide timely certification from his/her health care provider as to the matters related to eligibility for commencement, continuance and return from leave.

C. Bereavement Leave

1. Immediate Family. Whenever an employee is absent from work because of a death in the immediate family of said employee, there shall be no deduction in the salary of said employee for an absence from the day of the death to the morning of the second day following the funeral for those days on which work was available. Such absence shall not exceed five (5) consecutive work days. Immediate family shall include father, mother, spouse, child, brother, sister, parent-in-law, grandchild, near relative who resides in the employee's household, or any person with whom the employee has made his home.

2. Near Relative. Whenever an employee is absent from work because of a death of a near relative, there shall be no deduction in salary of said employee for an absence not to exceed three consecutive work days including the day of the funeral. Near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

D. Sabbatical Leave for Restoration of Health

1. Application for Leave. Applicants for sabbatical leave shall submit a written application describing the medical necessity for the leave and the anticipated beginning and ending dates of the leave. A physician's statement or other

acceptable medical documentation shall be submitted with the application. Leave will not be granted unless the leave is medically necessary for the restoration of the employee's health.

2. Notice of Return. Written notice of intention to return from the sabbatical leave shall be submitted to the Superintendent at least sixty (60) days in advance of the expected return date in case of the first semester leaves, and not later than April 30 in the case of second semester and full-year leaves.

3. Assignment Upon Return. All assignments for employees returning from sabbatical leaves of absence shall be made in accordance with the provisions of Article XII as if the employee had not been on a leave of absence.

4. Limitations and Preferences. Sabbatical leaves for restoration of health (in combination with professional development leaves) shall be limited to ten (10%) percent of the number of persons eligible for such leaves of absence as of the beginning of the school term for which the leave applications relate. Preference for leave shall be given in the following order:

   a. applicants for sabbatical leaves for restoration of health;

   b. applicants who have not previously been granted professional development leave or sabbatical leave; and,

   c. applicants according to years of service since a previous sabbatical leave or professional development leave.

E. Professional Development Leave. Employees may request professional development leave in accordance with the provisions of Section 1166.1 of the Public School Code of 1949, as amended, for the purpose of obtaining professional degrees or certification or to improve professional competency. Employees shall comply with professional development leave policies established by the Board of School Directors. The minimum requirements as set forth in Section 1166.1 of the School Code of 1949, as amended, shall remain in effect and shall not be exceeded during the term of this Agreement.

F. Unpaid Leave of Absence

1. Eligibility. Ordinarily, personal leave shall commence and terminate with the beginning of a school semester. The commencement date of leaves taken in connection with child bearing and/or child care of an infant following birth or adoption, or in connection with a period of disability continuing after exhaustion of sick leave benefits, need not coincide with a semester break and may be coordinated to begin upon termination of a period of sick leave. In such cases, the employee shall return from personal leave at a semester break, at the end of a marking period, or at the beginning of a school year.

   Excepting personal leaves granted for child bearing, child care, and disability, the number of personal leaves in the district shall be limited to fifteen (15) leaves per year, contingent on the availability of acceptable substitutes or other acceptable means of coverage.

2. Compensation and Benefits. The period of leave shall be without compensation. Fringe benefits may be continued by the employee during the period of leave as specified in Article X, Section L (Continuance of Benefits) of this Agreement. Sick leave and other rights and benefits shall not accrue during the period of personal leave. Seniority shall accrue during the period of personal leave. Upon return from leave, the employee shall retain sick leave and other rights and benefits which had accrued prior to the leave.

3. Re-employment. The employee, upon return, shall be assigned to the same position held before the leave, or to an equivalent position with regard to pay and skill.

4. Duration. Employees, upon request, shall be granted a personal leave of absence without pay for a period of not less than six (6) consecutive months nor longer than one (1) school term. No extensions for a personal unpaid leave of absence under the provisions of this section shall be granted except that an employee may request an extension of not more than six (6) consecutive months for the purposes of child care, child rearing, or disability.

5. Notification. At least sixty (60) days in advance of the requested commencement date, the employee shall submit written notification to the Superintendent, stating the commencement date and anticipated return date

of the leave. Written notification of intention to return from leave likewise shall be submitted to the Superintendent at least sixty (60) days in advance of the anticipated return date for any leave which expires during the first semester and not later than April 30 for any leave which expires during the second semester or during the summer vacation. The employee will be notified by the Superintendent or designee thirty (30) days in advance that such notification of intention to return is due.

Failure to give the required notification of intention to return shall constitute resignation from employment. If the specific circumstances have made it impossible for the employee to have anticipated the need for and/or duration of the leave, strict adherence to the notification limits shall be waived to the extent required in such circumstances. The employee shall notify the Superintendent of Schools promptly of any modifications in the anticipated duration of the leave.

G. Family and Medical Leave

1. Definitions. As used in regard to Family and Medical Leave, the following terms shall be interpreted as follows:

   a. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of person standing in loco parentis, who is under age 18, or age 18 or older but incapable of self-care because of mental or physical disability.

   b. "Family Member" means spouse, child, or parent of an employee.

   c. "Intermittent Leave" means leave taken otherwise than as a continuous block of consecutive work days, e.g. a leave schedule that reduces some of the scheduled workdays or hours per work day of an employee.

   d. "Parent" means biological parent or person who stood in loco parentis.

   e. "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical care facility, or continuing treatment by a health care provider.

   f. "Spouse" means husband or wife.

g. "Year" means school district fiscal year, i.e. July 1 to June 30.

2. Eligibility. To be eligible for Family and Medical Leave, an employee must be employed by the Employer for at least twelve (12) months prior to the leave commencement date; and for at least 1,250 hours of service with the Employer during such previous twelve-month period.

3. Leave. Eligible employees shall be entitled to a total of twelve work weeks, i.e. sixty (60) work days of unpaid leave during any year for one or more of the following reasons:

   a. The birth, or the placement for adoption or foster care, of a child. The entitlement to leave for this reason shall expire at the end of the twelve-month period beginning on the date of such birth or placement.

   b. In order to care for the employee's family member who has a serious health condition.

   c. Because of the employee's own serious health condition which causes the employee to be unable to perform employment duties.

4. Continuation of Benefits. During the period of Family and Medical Leave, the Employer at its expense, shall continue to maintain the employee's coverage under the Employer's group health care, dental, vision and life insurance benefit plans which are provided for in Article X of this Agreement, at the levels and under the conditions coverage would have been provided if the employee had not taken the leave. Otherwise, the leave shall be without salary or compensation of any kind.

5. Limitations on Leave

   a. Integration with other leave. Where the Employer provides other paid leave (e.g., personal leave) for which the employee is eligible, the employee shall be required to substitute such leave for the leave provided for herein, and each work day of paid leave shall reduce correspondingly the employee's entitlement to work days of Family and Medical Leave.

   b. Notice to Employer. Where the leave is foreseeable, the employee must provide at least thirty (30) days advance written notice to the Superintendent of Schools, or designee, of the date when the leave is to begin,

unless the particular circumstances prevent such notice, in which case the employee shall provide such notice as is practicable under the circumstances. The employee shall make reasonable effort to schedule medical treatments so as not to unduly disrupt the Employer's operations, subject to the approval of the employee's or family member's health care provider.

c. Intermittent Leave. Intermittent leave shall not be permitted except where medically necessary. In the case of intermittent leave in connection with the serious health condition of the employee or his/her family member, and when such leave would constitute twenty per cent (20%) or more of the total work days in the period during which the leave would extend, the Employer may require the employee to take the leave in a block of work days (not intermittently) for the entire period of leave, or to transfer to an available alternative position which is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave request.

6. Certificates Regarding Leave. The Employer may require the employee to provide timely certification from his/her health care provider, or a family member's health care provider, as to matters related to eligibility for commencement, continuance and return from leave.

7. Return from Leave

a. Time of Return. The employee shall return to work at the expiration of the period of leave. However, if the employee begins leave five (5) or more weeks (twenty-six work days or more) prior to the end of the semester, and the period of leave is more than three (3) weeks (sixteen work days or more), then the Employer may require the employee to wait until the beginning of the next semester to return. For purposes of computation of the length of the leave, periods of paid leave which are required to be integrated with family and medical leave shall be included.

b. Position Upon Return. Upon return from leave, the employee shall be assigned to the same or an equivalent position, in terms of pay and other terms and conditions of employment.

c. Failure to Return. If an employee fails to return to work after the leave period has expired, the employee shall be obligated to repay to the

Employer the amount of any insurance premiums paid by the Employer for continuation of the employee's health, dental, vision and life insurance benefits during the period of the leave and thereafter to the termination of benefits. The employee shall be excused from repayment only if the failure to return results from a continuation, recurrence or onset of a serious health condition of the employee or the employee's family member, or other circumstance beyond the employee's control.

H. Unpaid Emergency Leave of Absence. An employee may be granted a short term leave of absence without pay for emergency reasons or to attend events which must be scheduled when school is in session. Such requests shall be submitted in writing to the Superintendent of Schools at least one week prior to the date of the leave of absence. For emergency reasons, this notification requirement may be waived. The decision of the Superintendent shall be final on all such requests submitted under the provisions of this Section and shall not be subject to the provisions of Article III of this Agreement.

I. Coordination of Benefits. In case of illness or injury suffered by an employee for which workers' compensation is payable to the employee during a period of disability in which the employee also would be entitled to a continuation of compensation as sick leave, sabbatical leave or other fully or partially paid leave, the amount of the statutory benefits received by the employee shall be deducted from the leave compensation paid to the employee (or shall be reimbursed to the Employer in the case of leave compensation previously paid by the Employer for the same period of disability), so that the combined amount of leave compensation plus statutory benefits payable to the employee for a period of disability does not exceed the amount of gross compensation to which the employee would have been entitled as regular compensation in the absence of any period of disability.

ARTICLE XII

EMPLOYEE ASSIGNMENTS

A. Seniority

1. Definition. Seniority, as used in this Article and for the purposes of this Article only, shall be defined as the length of continuous service of a temporary professional employee and professional employee with the Employer from the initial date of hire as a temporary professional employee or a professional employee, or from the first day of return to continuous service subsequent to a break in seniority as hereinafter provided.

2. Initial Date of Hire. The initial date of hire as used herein shall mean the effective date of active employment in the District (or sending entity) as a temporary professional employee or a professional employee as indicated in the official minutes of the Board of School Directors (or corresponding records of the sending entity).

3. Permanent Substitute Employees. Permanent substitute employees shall have no seniority rights whatsoever. Furloughed professional employees who are recalled as permanent substitute employees shall continue to accrue seniority during the period of time worked as a permanent substitute employee.

4. Seniority Ties. When two or more employees have the same initial date of hire, seniority shall be broken by lottery, the results of which shall be binding during all future employment as a bargaining unit employee. The lottery procedure shall be determined by the Employer in consultation with the Association.

5. Leaves of Absence. Approved leaves of absence shall not constitute a break in service for computing seniority for suspension purposes, whether taken before or after the effective date of this Agreement. A professional employee shall continue to accrue seniority during suspension and all approved leaves of absence.

6. Pro-rated Seniority. An employee working less than full-time shall accrue seniority on a pro-rated basis. Professional employees who are involuntarily reduced to less than full-time status shall continue to accrue seniority as if the employee were working full time.

7. Breaks in Seniority. Continuity of service shall cease and seniority shall be broken by:

   a. Resignation or retirement (other than resignation for maternity purposes where the employee was rehired within fifteen (15) months of the resignation).

   b. Discharge.

   c. Unauthorized absence, including failure to return to service following termination of an approved leave of absence.

   d. Failure of a furloughed employee to accept a recall for a regular full-time temporary professional or professional position for which the employee is certified.

   e. Failure of a furloughed employee to notify the Superintendent in writing on or before June 15 of each year of his current address, his current telephone number, and his intent to accept a regular full-time temporary professional or professional position for the following school year.

8. Seniority List. The Final Seniority List agreed to between the Employer and the Association dated March 22, 1985, and subsequently amended shall continue to be binding on all parties for each bargaining unit member's employment date with the District. No further challenges or changes shall be permitted.

9. Amended Seniority List. Prior to May 1 of each year, the Employer and the Association shall edit the seniority list; however, the seniority dates of employees shall not be changed. The Employer and the Association shall remove the names of employees whose seniority with the District has been broken as provided in Paragraph 7 of this Section. All new employees hired since the prior editing shall be added in accordance with the provisions in Paragraph 2 of this section. Seniority ties shall be broken using the procedures provided in Paragraph 4 of this Section. The edited seniority list shall then be signed by representatives of both parties. Each party shall

retain one signed copy of the edited seniority list. This list shall be posted by the Employer in each building for a period of fifteen (15) days.

10. Challenges. Any new employee who disagrees with his seniority as indicated on the seniority list shall notify the Association and the Employer in writing within the fifteen (15) day posting period. The employee shall present written documentation to support his challenge. The Employer and the Association shall attempt to resolve the seniority dispute. If an agreement is reached, the Employer and the Association shall jointly execute a written Memorandum of Agreement. In the event that the Employer and the Association are unable to resolve the seniority dispute, either party may submit the issue to binding arbitration at the final step of the grievance procedure.

11. Transfer of Entities Employees. Employees hired under the Transfer of Entities Act shall be given two (2) seniority dates on the Seniority List. Each such employee shall be given a regular seniority date determined in accordance with the preceding provisions of this Section, which seniority date shall apply in all matters where the Transfer of Entities Act does not mandate transfer of accrued seniority. The employees shall also be given an "Accrued Seniority Date" which shall be based upon the effective date of employment with the sending entity, as verified in the official records of the sending entity. The "Accrued Seniority Date" shall apply only when and where mandated by the Transfer of Entities Act. In the event of a seniority tie of an "Accrued Seniority Date" with the regular seniority date of another employee, the regular seniority date shall be accorded preference in order of seniority on the Seniority List.

B. Priorities for Employee Assignments

1. Reduction in Force. During reduction in force, the Employer shall realign the staff as provided in Section C of this Article. This procedure shall take precedence over any other procedure as herein provided.

2. Staffing. The Employer shall assign regular permanent employees in the order as set forth below:

   a. All permanent employees shall be retained in the positions in which they were assigned at the end the school year when such position shall continue to exist for the upcoming school year including those returning

from sabbatical leave and/or family/medical leave in accordance with the provisions of Article XI. The Employer shall attempt to balance the number of permanent employees and permanent positions. Should such balance exist, leave positions shall be filled by permanent substitute employees. Should such balance not exist, permanent employees shall be assigned to such leave positions. Should sufficient positions still not exist, realignment, if possible, shall occur prior to reduction in force. This provision shall apply to end-of-year openings only.

b. Placement of those personnel who could not be retained in place, those who have requested a voluntary transfer, and those who are returning from an unpaid leave of absence shall be made considering them as a single group which shall be placed in seniority order. Voluntary transfer requests shall be denied when such transfer would prevent the recall of a furloughed employee or would permit the recall of a less senior employee than if the transfer had not been granted. Voluntary transfer requests will be denied when such transfer would cause the furlough or demotion of another regular permanent employee. This provision shall apply to end-of-the-year openings only.

c. Recall of a furloughed employee shall be based on the employee's seniority and certification for both school term openings and end-of-year openings.

d. Employment of new employees shall be for both school term and end-of-year openings.

e. Involuntary transfer of employees shall be based on the employee's seniority and certification for end-of-year openings only.

3. Miscellaneous

a. Multiple building or certification area assignments shall be avoided whenever possible. The Employer may assign employees with multiple building assignments to a single building assignment provided that notification is granted to the employee on or before April 1.

b. Regular permanent employees working less than full-time who request a full-time assignment shall be promoted to full-time assignments whenever possible. Such promotion to full time may not adversely affect another regular permanent employee.

c. A job opening for guidance counselor, instructional support teacher (IST), computer teacher, math coach, reading coach, ~~or~~ transition coordinator, ELL coordinator, and gifted coordinator may be filled at the sole discretion of the Employer utilizing any qualified personnel and shall not be subject to any of the requirements, limitations, or restrictions of this Article concerning the filling of openings. Any job openings shall be posted. This provision shall not affect the status or rights of any personnel currently assigned to any such position at the effective date of this Agreement. Once assigned to such position, the employee shall be subject to all remaining provisions of this Article including but not limited to realignment and furlough.

C. Reduction in Force/Realignment

1. Attrition. During the term of this Agreement, the Employer shall attempt to effect reductions in the number of bargaining unit positions through normal attrition.

2. Reduction in Force

a. Furlough. When attrition is insufficient to effect the reduction of employees, the Employer may furlough and/or demote employees on the basis of their seniority and their area(s) of certification in accordance with the provisions of this Section.

b. Demotion. Whenever the term furlough is used in this Article, it shall be deemed to include demotion. When an employee is selected for demotion during reduction in force, the employee shall be accorded the opportunity to elect to be completely furloughed rather than demoted. This election must be submitted in writing to the Superintendent of Schools within ten (10) days of notification of demotion.

3. Realignment Defined. Realignment shall be defined as an un-requested change of the affected employee in his assignment for the purpose of retaining the most senior employees in the positions for which they are certified.

4. Realignment Procedures. When furloughs and/or demotions occur, the Employer shall realign the staff to retain the most senior employees in

positions for which they are certified. The manner of realignment shall be at the sole discretion of the Employer provided that the least senior employees are furloughed. No realignment of employees shall occur after August 15 through the last day of the school term except when furloughs are required.

5. Temporary Professional Employees. Temporary professional employees shall have no seniority rights whatsoever, except in the case of furlough. Among temporary professional employees as a group, the individual employees to be furloughed shall be determined on the basis of their years of continuous service and their area(s) of certification.

6. Recertification. An employee who intends to receive an additional area of certification prior to the beginning of the next school term shall notify the Superintendent in writing on or before April 30. Such notification to the Superintendent shall also include documentation from the college or university that the employee is enrolled in a program and is expected to complete the area of certification prior to August 25 of that year. Such information shall be used in the realignment of the staff as provided in paragraph 4 of this section.

7. Furloughs. Employees to be furloughed shall be notified in writing at least ten (10) days prior to the effective date of said furlough. If an employee fails to receive an additional area of certification as provided in paragraph 6 of this section, or if such other circumstance or emergency occurs, the notification requirement shall not apply.

8. Benefit Payments. Any temporary professional employee or professional employee who is furloughed shall receive health care insurance, dental insurance, vision insurance, and life insurance provided in Article X for a period of time as herein provided. A temporary professional employee or professional employee who is furloughed effective at the beginning of the second semester of the school year shall continue to receive benefits provided in Article X for one month following the effective date of furlough. A temporary professional employee or professional employee who is furloughed effective with the beginning of the first semester shall continue to receive benefits provided in Article X through the months of July and August. Employee Contributions, as outlined in Section A.3.b. of Article X must continue from the employee during the continuation of managed care benefits.

D. Job Openings

1. Job Opening Defined. A job opening shall be defined as a personnel need, as determined by the Employer, not provided for by the staff employed on the effective date of the opening.

2. School Term Opening.

   a. A school term opening shall be defined as any opening which occurs after August 15 and prior to the last day of the school term.

   b. The District may initially opt to fill the position on a temporary basis for a reasonable amount of time during which they are looking for a qualified permanent employee.

   c. Employees hired to fill such openings shall be treated either a T.P.E. or P.E. for the remainder of the school term. The opening shall be filled initially by the recall of a furlough employee. The furlough employee shall be recalled on a basis of seniority and certification. If no furlough employee is properly certified for the opening, the Employer may hire a new employee to fill the opening.

   d. In the case of a school term opening which occurs on or after March 1 of the current school term, the District may opt to fill the opening on a temporary basis for the remainder of the school term. Any opening which is filled on a temporary basis will become an End-of-Year Opening and shall be filled in accordance with the priorities set forth in Section B, Paragraph 2 of this article.

3. End-of-Year Openings. An opening for the next school term, which exists on the last day of the current school term and/or prior to August 16, shall be filled in accordance with the priorities set forth in Section B, Paragraph 2 of this Article.

E. Transfers

1. Voluntary Transfer

   a. Voluntary Transfer Defined. A voluntary transfer is defined as a change requested by an employee in the employee's assignment.

b. Submitting of Request. An employee may submit a request for a transfer in writing to the Superintendent at any time; however, the request must be submitted on or before April 30 to be considered for the next school term.

c. Grant of Request. The Employer shall grant the request for a voluntary transfer on the basis of the employee's seniority and certification provided that all the following conditions are met:

(1) The employee has a satisfactory rating in all areas.

(2) All possible realignments in accordance with Section C have occurred.

(3) The transfer does not violate the provisions of Section B, Paragraph 2, and Subparagraph b.

(4) The District reserves the right to interview candidates who bid on an open position. The Employer shall then grant the voluntary transfer to the most qualified employee based on the criteria established by the Employer for the position. The criteria for the position shall be posted five (5) days prior to the scheduling of interviews for the position. Each employee who is seeking the voluntary transfer shall be given the opportunity to interview for the position. If more than one employee qualifies for the position after the interviews have been conducted, the position shall be awarded to the employee with the most seniority. If no employee who requested the voluntary transfer meets the Employer's criteria for the position, the Employer may seek candidates outside the bargaining unit to fill the position.

d. Establishing Criteria. In complying with the provisions of paragraph c above, the employer shall set criteria which are job related and shall not evaluate employees arbitrarily and/or capriciously in the interview process. The burden of proving that the criteria are not job related and/or that the Employer's evaluation was arbitrary and/or capricious shall be on the Association.

2. Involuntary Transfers

a. Involuntary Transfer Defined. An involuntary transfer shall be defined as an unrequested change of an employee in his assigned grade level in an elementary school, in his assigned building, and/or in his area of certification.

b. Notification. An employee who is involuntarily transferred shall be given a written notice prior to the end of the school term except in the event of unforeseen circumstances which occur thereafter.

c. Conference. An employee who is involuntarily transferred may request a personal conference with the Superintendent or his designee.

d. Certification/Seniority. There shall be no arbitrary or capricious involuntary transfers. Involuntary transfers shall be made only within an employee's area of certification. When the employee has not taught or worked in an area of certification within the past seven (7) years, he shall not be involuntarily transferred except for those transfers which are required under the provisions of Section C of this Article. All involuntary transfers shall be made on the basis of the employee's district seniority date except those transfers which are required under the provisions of Section C of this Article. The employee to be transferred shall be the least senior employee in the particular grade level and/or subject area within the building.

e. Arbitrary/Capricious Transfer. The burden of proving an alleged arbitrary and capricious transfer shall be on the Association.

3. No Bumping. Employees being transferred under the provisions of this Section shall not be permitted to "bump" any other employee.

F. Recall of Employees. Professional employees shall be recalled on the basis of certification and seniority with the most senior being recalled first. Temporary professional employees shall be recalled on the basis of certification and seniority with the most senior being recalled first, provided that all appropriately certified professional employees shall have already been recalled. An employee who fails to accept a regular full-time temporary professional or professional position for which he is certified shall be terminated and shall lose all seniority rights with the Employer for future employment.

G. Tentative Assignments

1. End of School Term. Prior to the end of each school term, employees will be given notification of their tentative assignments for the next school term. Assignments will be subject to modification because of fluctuations in pupil enrollment, staff composition, or an error in assignments set forth in Section B of this Article. Affected employees shall be notified as soon as possible of any such modification.

2. Secondary Employees. On or before July 1 of each year, secondary school employees will be given their tentative course assignments. Assignments will be subject to change due to staff changes, course additions or deletions, student enrollment changes, and student schedule adjustments. Written notice of such change(s) shall be provided to the affected employee(s) within five (5) working days of such changes.

H. Administrative and Supervisory Vacancies

1. Definition. An administrative/supervisory vacancy is an opening in a position which is excluded from the bargaining unit as determined by the Pennsylvania Labor Relations Board.

2. Posting. Administrative/Supervisory vacancies occurring during the school term shall be posted at the District Administration Office and in the Office of the Principal in each building. Between school terms, vacancies shall be posted in the District Administration office and will be enclosed with each employee's paycheck. All vacancies will be posted for a period of seven (7) calendar days.

3. Applications for Vacancies. Members of the bargaining unit who desire consideration for an administrative or supervisory position shall file an application with the Superintendent.

4. Filling of Vacancies. Due consideration will be given to members of the bargaining unit who apply for an administrative or supervisory vacancy provided that the employee possesses qualifications and certification required for the position.

I. Subcontracting. No member of the bargaining unit employed as of the effective date of this Agreement shall be furloughed due to the assignment of his instructional duties to an outside bargaining unit person or agency with the exception of programs operated by an Intermediate Unit or by an Area Vocational Technical School. The Employer reserves the right to assign non-instructional duties to non-bargaining unit employees or to an outside agency. Non-instructional duties shall include but shall not be limited to cafeteria/lunchroom duty, playground/recess duty, study hall, detention hall, or hall duty.

ARTICLE XIII

PROTECTION OF TEACHERS AND PROPERTY

A. Safe Working Conditions. The Employer will comply with applicable laws and regulations relating to public school buildings. Employees will comply with all applicable laws and regulations relating to health and safety issues.

B. Health and Safety Committee. The Employer in consultation with the Association will form a Health and Safety Committee to meet on matters of mutual concern with reference to safety and health in the workplace. The Association shall appoint one bargaining unit member from each building to participate voluntarily on this committee. The committee shall meet at least once each semester or in a timely manner upon request. Employees should report to the Employer any situation which may affect the health and/or safety of the employees.

C. Worker's Compensation - Six Physician Rule. The Employer shall have the right to exercise its rights under Section 306(f) of the Pennsylvania Workers' Compensation Act by posting a list of not less than six (6) preferred physicians to treat bargaining unit employees for non-emergency work related injuries. The employee shall be required to visit one of the physicians so designated and shall continue to visit the same or another designated physician for a period of thirty (30) days from the date of the first visit. Subsequent treatment may be provided by a physician of the employee's own choice. Any employee who, following the termination of the thirty (30) day period, is provided treatment from a physician who is not one of the designated physicians shall notify the Employer within five (5) days of the first visit to said physician.

D. Cases of Violence

1. Prevention by Employee. Employees may take any action permitted by law, including use of physical force, for the protection of themselves and others from intentional infliction of bodily injury and/or damage to property.

2. Prevention By Employer. The Employer will request aid of such law enforcement officials as are deemed necessary for the protection from violence of persons and/or property on or near its premises.

3. Reports. Employees shall immediately report to their principal or appropriate assistant all cases in connection with their employment involving threatened or actual infliction of bodily injury and/or damage to school district property or that of any person.

4. Information. The Employer will comply with any reasonable request from the Association for non-confidential information known to the Employer regarding acts of violence committed on its premises.

E. Student Discipline. The Employer shall provide each employee in the bargaining unit with an updated copy of the policies and procedures relating to student discipline.

ARTICLE XIV

DEPARTMENT CHAIRPERSONS

A. Departments. Department chairperson positions shall be established for the following departments at Baldwin High School:

1. English/Library
2. Foreign Language
3. Guidance
4. Information Management
5. Mathematics/Computer Education
6. Physical Education/Driver Education
7. Practical and Fine Arts
8. Sciences
9. Social Sciences
10. Special Education

B. Selection. Prior to March 1 of each school year, the Superintendent shall provide notification in writing to any department chairperson who will not be recommended for appointment for the subsequent school year. Such open department chairperson positions shall be posted on or before March 1. Interested employees who meet the eligibility requirements as set forth in Section C of this Article shall submit their applications to the Superintendent of Schools for consideration on or before March 15. Due consideration will be given to all employees who apply for one of the open department chairperson positions provided they meet the eligibility requirements. On or before June 15, the Board of School Directors shall appoint the Department Chairpersons for the subsequent year.

C. Eligibility. Employees eligible to serve as department chairpersons shall satisfy the following criteria:

1. A full time staff member of the district for a period of at least three (3) years including five (5) years experience in his/her major field.

2. Shall hold permanent certification in the field.

3. Shall have taken graduate work in a discipline included within the department.

4. Shall submit a statement of support by at least fifty per cent (50%) of the total number of employees in the respective department with the provision that employees may support more than one individual seeking the position of department chairperson.

D. Term. The term shall be for one school year subject to the conditions as set forth in Section B of this Article.

E. Duties. The duties of the department chairpersons shall be reviewed every two years beginning with the effective date of this Agreement through a Meet and Discuss session between the Association and the Superintendent and/or the Superintendent's designee. Whenever the Employer modifies the job description, a revised copy shall be provided to the Association.

F. Released Period. Each department chairperson shall receive one class period per day to perform the duties of the department chairperson.

G. Compensation. Compensation for department chairpersons shall be provided in accordance with the Schedule in Appendix "G"

ARTICLE XV

DEPARTMENT/GRADE LEVEL LEADERS

A. Departments/Grade Levels. Department/Grade Level Leader positions shall be established for the following departments at Harrison Middle School:

1. Reading
2. Language Arts/English
3. Foreign Language
4. Science
5. Math
6. Social Studies
7. Physical Education/Health
8. Special Education/ELL
9. Encore
10. Sixth Grade Representative
11. Seventh Grade Representative
12. Eighth Grade Representative

B. Selection. The appointment of Department/Grade Level leaders shall remain solely with the Board of School Directors. Prior to May 1 during each school year, the Superintendent shall provide notification in writing to any Department/Grade Level leader who will not be recommended for appointment for the subsequent school year. Such open Department/Grade Level leader positions shall be posted on or before May 1. Interested employees who meet the eligibility requirements as set forth in Section C of this Article shall submit applications to the Superintendent of Schools for consideration on or before May 15. Due consideration will be given to all employees who apply for one of the open Department/Grade Level leader positions provided that they meet the eligibility requirements. On or before June 30, the Board of School Directors shall appoint the Department/Grade Level Leaders for the subsequent school year.

C. Eligibility. Employees eligible to serve as Department/Grade Level leaders shall satisfy the following criteria:

1. A full time staff member of the district for a period of at least three (3) years.

2. Shall submit a statement of support by a majority of the total number of employees in the respective department for Department Leader and support of five members of the respective grade for Grade Level Leader with the provision that employees may support more than one individual seeking the position of Department/Grade Level Leader.

D. Term. The term shall be for one school year subject to the conditions as set forth in Section B of this Article.

E. Duties. The duties of the Department/Grade Level leaders shall be reviewed every two years beginning with the effective date of this Agreement through a Meet and Discuss session between the Association and the Superintendent and/or the Superintendent's designee. Whenever the Employer modifies the job description, a revised copy shall be provided to the Association.

F. Compensation. Compensation for Department/Grade Level leaders shall be provided in accordance with the Schedule in Appendix "G".

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. Curriculum Committees. When a curriculum committee is proposed by the District, notice of such shall be posted in each building prior to the appointment of members to said committee. Employees desiring to be considered for appointment to the Curriculum Committee shall file a written letter of interest with the Superintendent or designee. Due consideration will be given to employees based upon area of certification, experience, and other qualifications.

B. Payroll Deductions. The district payroll office shall make provisions for payroll deductions for employees for the following:

1. U.S. Savings Bonds
2. Educators' Insurance
3. Payments to Alcose Credit Union
4. Medical Insurance
5. Dental Insurance
6. Life Insurance
7. Vision Insurance
8. Tax Sheltered Annuities (403b Plans)
9. IRS Section 125 Plans

C. Employee Evaluation. Evaluation of employees in the bargaining unit shall be performed in accordance with the approved District plan. Employees shall be rated "S" for satisfactory performance and "U" for unsatisfactory performance.

ARTICLE XVII

APPLICATION OF PROVISIONS

A. Permanent Substitutes

1. Application. The following provisions of the Agreement shall apply to permanent substitute employees:

Article I Recognition
Article II Duration of Agreement
Article III Grievance Procedure
Article IV Rights of Professional Employees
- A. Statutory Savings
- D. Association Identification
- E. Personnel File
- F. Verbal Complaint

Article V Association Rights and Privileges
Article VI No Strikes, Walkouts, Lockouts
Article VII Working Conditions
Article VIII Work Year and Work Day
- D. Normal Work Day
- E. Parent Interaction Time

Article IX Professional Compensation
- F. Extracurricular
- G. Method of Payment
  - 3. Direct Deposit
- H. Additional Contractual Services

Article X Employee Benefits
- H. Mileage

Article XI Leaves of Absence
- A. Personal Leave
- C. Bereavement Leave
- G. Family and Medical Leave
- H. Unpaid Emergency Leave of Absence

Article XII Employee Assignments
- A. Seniority

C. Reduction in Force/Realignment
Article XIII Protection of Teachers and Property
Article XVI Miscellaneous Provisions
B. Payroll Deductions
C. Evaluation
Article XVII Application of Provision
Article XVIII Execution of Agreement

2. Salary

a. Permanent substitutes shall be paid at Step One of the Bachelor's Salary Schedule.

b. Furloughed temporary professional employees who are recalled as permanent substitutes also shall be paid at Step One of the Bachelor's Salary Schedule.

c. Furloughed professional employees who are recalled as permanent substitutes shall be paid at the appropriate step and column on the regular salary schedule.

3. Benefits

a. Health care insurance, dental insurance, and vision insurance shall be provided to permanent substitute employees for the period of time of their contract as provided in Article X, sections A, B, C, and D. Permanent substitute employees may continue their health care insurance, dental insurance, and vision insurance coverage throughout the summer months when school is not in session by delivering the monthly premiums for the insurance to the Payroll Supervisor on or before the tenth (10^{th}) day of the month preceding the month that the premium is due. If the premium has not been received by the Payroll Supervisor by the deadline that in itself will be proof that the permanent substitute employee chooses to withdraw from the plan. Employee Contributions for managed care will be administered in accordance with Section A.3.b. of Article X, and payments beyond the school year must continue from the employee during any continuation of managed care benefits.

b. A permanent substitute employee shall be granted (10) ten days sick leave and three (3) days personal leave (under provisions in Article XI, Section A)

pro-rated on the basis of the number of days of his/her contract in relationship to the number of work days as provided in Article VIII of this Agreement.

B. Social Workers

1. Application. The following provisions of the Agreement shall apply to social workers as included in the bargaining unit:

Article I Recognition
Article II Duration of Agreement
Article III Grievance Procedure
Article IV Rights of Professional Employees
Article V Association Rights and Privileges
Article VI No Strikes, Walkouts, Lockouts
Article VII Working Conditions
- E. Leaving the Building
  - 1. Lunch Period

Article VIII Work Year and Work Day
- F. Work Year and Work Day for Social Workers

Article IX Professional Compensation
- A. Salary Schedule
- B. Salary Schedule Movement
- C. Placement on Salary Schedule
- D. Lateral Movement
- E. Substantiation
- F. Extracurricular Activities
- G. Method of Payment
- H. Additional Contractual Services
- I. Military Salary Credit
- J. Salary Schedules for Social Workers

Article X Employee Benefits
Article XI Leaves of Absence
Article XII Employee Assignments
Article XIII Protection of Teachers and Property
Article XVI Miscellaneous Provisions
Article XVII Application of Provision
Article XVIII Execution of Agreement

C. 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 provisions 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.

D. Compliance Between Individual Contract and Master Agreement. Any individual contract between the Employer and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling to the extent permitted by law.

E. 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 certified letter, express mail, telecopy plus mail, or e-mail at the following addresses:

1. From Association to District

   If by the Association, to the District at:

   Superintendent of Schools
   Baldwin-Whitehall School District
   4900 Curry Road
   Pittsburgh, Pennsylvania 15236

2. From District to Association

   If by the District, to the Association at:

   BWEA/PSEA/NEA UniServ Representative
   Pennsylvania State Education Association
   10 South 19th Street
   Pittsburgh, Pennsylvania 15203-1878

ARTICLE XVIII

EXECUTION OF AGREEMENT

A. This Agreement has been executed in duplicate, with one such document to be retained by the Association and the other by the Employer.

B. Within sixty (60) days after the execution hereof, copies of this Agreement shall be printed at the expense of the Employer. Copies shall be made available to employees through their Association representatives.

WITNESS the due execution hereof the day and year first above written.

BALDWIN-WHITEHALL SCHOOL DISTRICT	**BALDWIN-WHITEHALL EDUCATION ASSOCIATION/PSEA/NEA**
_____	_____
President of the Board	President
_____	_____
Secretary of the Board	Secretary
_____	_____
Chief Negotiator	Chief Negotiator

APPENDIX "A"
SALARY SCHEDULE
2009-2010

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	PhD
1	40,829	42,829	45,829	46,329	46,829	47,329	48,829
2	41,250	43,250	46,250	46,750	47,250	47,750	49,250
3	41,671	43,671	46,671	47,171	47,671	48,171	49,671
4	42,092	44,092	47,092	47,592	48,092	48,592	50,092
5	42,513	44,513	47,513	48,013	48,513	49,013	50,513
6	43,013	45,013	48,013	48,513	49,013	49,513	51,013
7	43,513	45,513	48,513	49,013	49,513	50,013	51,513
8	44,118	46,118	49,118	49,618	50,118	50,618	52,118
9	45,867	47,867	50,867	51,367	51,867	52,367	53,867
10	47,683	49,683	52,683	53,183	53,683	54,183	55,683
11	49,499	51,499	54,499	54,999	55,499	55,999	57,499
12	50,420	52,420	55,420	55,920	56,420	56,920	58,420
13	51,446	53,446	56,446	56,946	57,446	57,946	59,446
14	52,472	54,472	57,472	57,972	58,472	58,972	60,472
15	53,873	55,873	58,873	59,373	59,873	60,373	61,873
16	55,274	57,274	60,274	60,774	61,274	61,774	63,274
17	57,389	59,389	62,389	62,889	63,389	63,889	65,389
18	66,189	68,189	71,189	71,689	72,189	72,689	74,189
19	81,889	83,889	86,889	87,389	87,889	88,389	89,889

APPENDIX "B"
SALARY SCHEDULE
2010-2011

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	PhD
1	41,732	43,732	46,732	47,232	47,732	48,232	49,732
2	42,173	44,173	47,173	47,673	48,173	48,673	50,173
3	42,614	44,614	47,614	48,114	48,614	49,114	50,614
4	43,055	45,055	48,055	48,555	49,055	49,555	51,055
5	43,496	45,496	48,496	48,996	49,496	49,996	51,496
6	43,996	45,996	48,996	49,496	49,996	50,496	51,996
7	44,496	46,496	49,496	49,996	50,496	50,996	52,496
8	45,200	47,200	50,200	50,700	51,200	51,700	53,200
9	46,806	48,806	51,806	52,306	52,806	53,306	54,806
10	48,543	50,543	53,543	54,043	54,543	55,043	56,543
11	50,279	52,279	55,279	55,779	56,279	56,779	58,279
12	51,220	53,220	56,220	56,720	57,220	57,720	59,220
13	52,365	54,365	57,365	57,865	58,365	58,865	60,365
14	53,510	55,510	58,510	59,010	59,510	60,010	61,510
15	54,936	56,936	59,936	60,436	60,936	61,436	62,936
16	56,362	58,362	61,362	61,862	62,362	62,862	64,362
17	59,178	61,178	64,178	64,678	65,178	65,678	67,178
18	67,978	69,978	72,978	73,478	73,978	74,478	75,978
19	83,678	85,678	88,678	89,178	89,678	90,178	91,678

APPENDIX "C"
SALARY SCHEDULE
2011-2012

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	PhD
1	42,371	44,371	47,371	47,871	48,371	48,871	50,371
2	42,825	44,825	47,825	48,325	48,825	49,325	50,825
3	43,280	45,280	48,280	48,780	49,280	49,780	51,280
4	43,735	45,735	48,735	49,235	49,735	50,235	51,735
5	44,190	46,190	49,190	49,690	50,190	50,690	52,190
6	44,690	46,690	49,690	50,190	50,690	51,190	52,690
7	45,190	47,190	50,190	50,690	51,190	51,690	53,190
8	45,965	47,965	50,965	51,465	51,965	52,465	53,965
9	47,469	49,469	52,469	52,969	53,469	53,969	55,469
10	49,150	51,150	54,150	54,650	55,150	55,650	57,150
11	50,830	52,830	55,830	56,330	56,830	57,330	58,830
12	51,785	53,785	56,785	57,285	57,785	58,285	59,785
13	53,014	55,014	58,014	58,514	59,014	59,514	61,014
14	54,244	56,244	59,244	59,744	60,244	60,744	62,244
15	55,688	57,688	60,688	61,188	61,688	62,188	63,688
16	57,131	59,131	62,131	62,631	63,131	63,631	65,131
17	60,442	62,442	65,442	65,942	66,442	66,942	68,442
18	69,242	71,242	74,242	74,742	75,242	75,742	77,242
19	84,942	86,942	89,942	90,442	90,942	91,442	92,942

APPENDIX "D"
SALARY SCHEDULE
2012-2013

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	PhD
1	43,052	45,052	48,052	48,552	49,052	49,552	51,052
2	43,522	45,522	48,522	49,022	49,522	50,022	51,522
3	43,992	45,992	48,992	49,492	49,992	50,492	51,992
4	44,462	46,462	49,462	49,962	50,462	50,962	52,462
5	44,931	46,931	49,931	50,431	50,931	51,431	52,931
6	45,431	47,431	50,431	50,931	51,431	51,931	53,431
7	45,931	47,931	50,931	51,431	51,931	52,431	53,931
8	46,781	48,781	51,781	52,281	52,781	53,281	54,781
9	48,178	50,178	53,178	53,678	54,178	54,678	56,178
10	49,798	51,798	54,798	55,298	55,798	56,298	57,798
11	51,418	53,418	56,418	56,918	57,418	57,918	59,418
12	52,388	54,388	57,388	57,888	58,388	58,888	60,388
13	53,708	55,708	58,708	59,208	59,708	60,208	61,708
14	55,027	57,027	60,027	60,527	61,027	61,527	63,027
15	56,490	58,490	61,490	61,990	62,490	62,990	64,490
16	57,952	59,952	62,952	63,452	63,952	64,452	65,952
17	61,791	63,791	66,791	67,291	67,791	68,291	69,791
18	70,591	72,591	75,591	76,091	76,591	77,091	78,591
19	86,291	88,291	91,291	91,791	92,291	92,791	94,291

APPENDIX "E"
SALARY SCHEDULE
2013-2014

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	PhD
1	43,815	45,815	48,815	49,315	49,815	50,315	51,815
2	44,301	46,301	49,301	49,801	50,301	50,801	52,301
3	44,788	46,788	49,788	50,288	50,788	51,288	52,788
4	45,275	47,275	50,275	50,775	51,275	51,775	53,275
5	45,761	47,761	50,761	51,261	51,761	52,261	53,761
6	46,261	48,261	51,261	51,761	52,261	52,761	54,261
7	46,761	48,761	51,761	52,261	52,761	53,261	54,761
8	47,695	49,695	52,695	53,195	53,695	54,195	55,695
9	48,971	50,971	53,971	54,471	54,971	55,471	56,971
10	50,524	52,524	55,524	56,024	56,524	57,024	58,524
11	52,077	54,077	57,077	57,577	58,077	58,577	60,077
12	53,064	55,064	58,064	58,564	59,064	59,564	61,064
13	54,484	56,484	59,484	59,984	60,484	60,984	62,484
14	55,904	57,904	60,904	61,404	61,904	62,404	63,904
15	57,387	59,387	62,387	62,887	63,387	63,887	65,387
16	58,871	60,871	63,871	64,371	64,871	65,371	66,871
17	63,301	65,301	68,301	68,801	69,301	69,801	71,301
18	72,101	74,101	77,101	77,601	78,101	78,601	80,101
19	87,801	89,801	92,801	93,301	93,801	94,301	95,801

APPENDIX "F"
SALARY SCHEDULE
2014-2015

Step	Bachelors	B+15	Masters	M+15	M+30	M+45	PhD
1	44,420	46,420	49,420	49,920	50,420	50,920	52,420
2	44,920	46,920	49,920	50,420	50,920	51,420	52,920
3	45,420	47,420	50,420	50,920	51,420	51,920	53,420
4	45,920	47,920	50,920	51,420	51,920	52,420	53,920
5	46,420	48,420	51,420	51,920	52,420	52,920	54,420
6	46,920	48,920	51,920	52,420	52,920	53,420	54,920
7	47,420	49,420	52,420	52,920	53,420	53,920	55,420
8	48,420	50,420	53,420	53,920	54,420	54,920	56,420
9	49,600	51,600	54,600	55,100	55,600	56,100	57,600
10	51,100	53,100	56,100	56,600	57,100	57,600	59,100
11	52,600	54,600	57,600	58,100	58,600	59,100	60,600
12	53,600	55,600	58,600	59,100	59,600	60,100	61,600
13	55,100	57,100	60,100	60,600	61,100	61,600	63,100
14	56,600	58,600	61,600	62,100	62,600	63,100	64,600
15	58,100	60,100	63,100	63,600	64,100	64,600	66,100
16	59,600	61,600	64,600	65,100	65,600	66,100	67,600
17	64,500	66,500	69,500	70,000	70,500	71,000	72,500
18	73,300	75,300	78,300	78,800	79,300	79,800	81,300
19	89,000	91,000	94,000	94,500	95,000	95,500	97,000

APPENDIX "G"
COMPENSATION
DEPARTMENT CHAIRPERSONS
DEAPRTMENT/GRADE LEVEL LEADERS
OTHER EXTRA DUTY

PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
SALARY BASE	**$2,220**	**$2,309**	**$2,401**	**$2,497**	**$2,597**	**$2,701**
Department Chairpersons - High School						
English/Library	2,220	2,309	2,401	2,497	2,597	2,701
Foreign Language	1,909	1,985	2,065	2,147	2,233	2,322
Guidance	1,487	1,547	1,608	1,673	1,740	1,809
Information Management	1,487	1,547	1,608	1,673	1,740	1,809
Mathematics/Computer Ed.	2,220	2,309	2,401	2,497	2,597	2,701
Physical Ed./Driver Ed.	1,909	1,985	2,065	2,147	2,233	2,322
Practical Arts/Fine Arts	2,220	2,309	2,401	2,497	2,597	2,701
Sciences	2,220	2,309	2,401	2,497	2,597	2,701
Social Sciences	2,220	2,309	2,401	2,497	2,597	2,701
Special Education	1,909	1,985	2,065	2,147	2,233	2,322
Department/Grade Level Leaders - Middle School						
Each Team Leader Position	1,487	1,547	1,608	1,673	1,740	1,809
Other Extra Duty						
Coordinator of Nurses (District-wide)	1,487	1,547	1,608	1,673	1,740	1,809
Web Site Coordinator (District-wide)	2,220	2,309	2,401	2,497	2,597	2,701
Mentor Teacher-Induction Program (per semester)	400	416	433	450	468	487

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
	SALARY BASE	**$9,810**	**$10,202**	**$10,610**	**$11,035**	**$11,476**	**$11,935**
I	**Football**						
	Varsity/Junior Varsity						
	Head Coach	9,810	10,202	10,610	11,035	11,476	11,935
	First Assistant	6,376	6,631	6,896	7,172	7,459	7,757
	Assistant #1	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant #2	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant #3	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant #4	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant #5	5,396	5,611	5,836	6,069	6,312	6,564
	Ninth Grade Football						
	Head Coach	4,414	4,591	4,775	4,965	5,164	5,371
	Assistant #1	3,433	3,570	3,713	3,862	4,016	4,177
	Assistant #2	3,433	3,570	3,713	3,862	4,016	4,177
	Assistant #3	3,433	3,570	3,713	3,862	4,016	4,177
	Assistant #4	3,433	3,570	3,713	3,862	4,016	4,177
	Assistant #5	3,433	3,570	3,713	3,862	4,016	4,177
	Middle School						
	Head Coach	3,433	3,570	3,713	3,862	4,016	4,177
	Assistant #1	2,943	3,060	3,183	3,310	3,442	3,580
	Assistant #2	2,943	3,060	3,183	3,310	3,442	3,580
	Assistant #3	2,943	3,060	3,183	3,310	3,442	3,580
	Assistant #4	2,943	3,060	3,183	3,310	3,442	3,580
II	**Basketball - Boys**						
	Varsity/Junior Varsity						
	Head Coach	8,829	9,182	9,549	9,931	10,328	10,741
	First Assistant	5,739	5,968	6,207	6,455	6,713	6,982
	Assistant/Jr. Var.	4,856	5,050	5,252	5,462	5,681	5,908
	Ninth Grade						
	Head Coach #1	3,973	4,132	4,297	4,469	4,648	4,834
	Middle School - Purple						
	Head Coach - 8th Grade	3,090	3,214	3,342	3,476	3,615	3,759
	Head Coach - 7th Grade	3,090	3,214	3,342	3,476	3,615	3,759

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
II	**Basketball - Boys (con't)**						
	Middle School - White						
	Head Coach - 8th Grade	3,090	3,214	3,342	3,476	3,615	3,759
	Head Coach - 7th Grade	3,090	3,214	3,342	3,476	3,615	3,759
II	**Basketball - Girls**						
	Varsity/Junior Varsity						
	Head Coach	8,829	9,182	9,549	9,931	10,328	10,741
	First Assistant	5,739	5,968	6,207	6,455	6,713	6,982
	Assistant/Jr. Var.	4,856	5,050	5,252	5,462	5,681	5,908
	Ninth Grade						
	Head Coach #1	3,973	4,132	4,297	4,469	4,648	4,834
	Middle School - Purple						
	Head Coach - 7th Grade	3,090	3,214	3,342	3,476	3,615	3,759
	Head Coach - 8th Grade	3,090	3,214	3,342	3,476	3,615	3,759
	Middle School - White						
	Head Coach - 7th Grade	3,090	3,214	3,342	3,476	3,615	3,759
	Head Coach - 8th Grade	3,090	3,214	3,342	3,476	3,615	3,759
II	**Wrestling**						
	Varsity/Junior Varsity						
	Head Coach	8,829	9,182	9,549	9,931	10,328	10,741
	First Assistant	5,739	5,968	6,207	6,455	6,713	6,982
	Assistant/Jr. Var.	4,856	5,050	5,252	5,462	5,681	5,908
	Middle School (incl. ninth grade)						
	Head Coach	3,090	3,214	3,342	3,476	3,615	3,759
	Assistant #1	2,649	2,755	2,865	2,979	3,098	3,222
	Assistant #2	2,649	2,755	2,865	2,979	3,098	3,222

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
III	**Track - Boys & Girls**						
	Varsity/Junior Varsity/Ninth Grade						
	Head Coach	6,866	7,141	7,426	7,724	8,032	8,354
	First Assistant	4,463	4,642	4,828	5,021	5,222	5,431
	Assistant #1	3,776	3,927	4,084	4,248	4,418	4,594
	Assistant #2	3,776	3,927	4,084	4,248	4,418	4,594
	Assistant #3	3,776	3,927	4,084	4,248	4,418	4,594
	Assistant #4	3,776	3,927	4,084	4,248	4,418	4,594
	Assistant #5	3,776	3,927	4,084	4,248	4,418	4,594
	Assistant #6	3,776	3,927	4,084	4,248	4,418	4,594
	Assistant #7	3,776	3,927	4,084	4,248	4,418	4,594
	Middle School						
	Head Coach	2,404	2,500	2,600	2,704	2,812	2,925
	Assistant #1	2,060	2,142	2,228	2,317	2,409	2,506
	Assistant #2	2,060	2,142	2,228	2,317	2,409	2,506
	Assistant #3	2,060	2,142	2,228	2,317	2,409	2,506
	Indoor Track						
	Head Coach	2,404	2,500	2,600	2,704	2,812	2,925
	First Assistant	1,562	1,625	1,690	1,758	1,828	1,901
III	**Swimming - Boys and Girls**						
	Varsity/Junior Varsity						
	Head Coach	6,866	7,141	7,426	7,724	8,032	8,354
	Assistant #1	3,776	3,927	4,084	4,248	4,418	4,594
	Assistant #2	3,776	3,927	4,084	4,248	4,418	4,594
	Assistant #3	3,776	3,927	4,084	4,248	4,418	4,594
	Middle School						
	Head Coach	2,404	2,500	2,600	2,704	2,812	2,925
	Assistant	2,060	2,142	2,228	2,317	2,409	2,506
III	**Gymnastics - Girls**						
	Varsity/Junior Varsity						
	Head Coach	6,866	7,141	7,426	7,724	8,032	8,354
	Assistant	4,463	4,642	4,828	5,021	5,222	5,431

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
IV	**Volleyball - Boys**						
	Varsity/Junior Varsity						
	Head Coach	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant	3,506	3,647	3,792	3,944	4,102	4,266
	Assistant/JV	2,428	2,525	2,626	2,731	2,840	2,954
IV	**Volleyball - Girls**						
	Varsity/Junior Varsity						
	Head Coach	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant	3,506	3,647	3,792	3,944	4,102	4,266
	Assistant/JV	2,428	2,525	2,626	2,731	2,840	2,954
	Middle School						
	Head Coach - Purple	2,158	2,244	2,334	2,427	2,525	2,626
	Head Coach - White	2,158	2,244	2,334	2,427	2,525	2,626
IV	**Soccer - Boys**						
	Varsity/Junior Varsity						
	Head Coach	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant	3,506	3,647	3,792	3,944	4,102	4,266
	Middle School (incl. ninth grade)						
	Head Coach	2,428	2,525	2,626	2,731	2,840	2,954
	Assistant	1,888	1,964	2,042	2,124	2,209	2,297
IV	**Soccer - Girls**						
	Varsity/Junior Varsity						
	Head Coach	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant	3,506	3,647	3,792	3,944	4,102	4,266
	Middle School (incl. ninth grade)						
	Head Coach	2,428	2,525	2,626	2,731	2,840	2,954
	Assistant	1,888	1,964	2,042	2,124	2,209	2,297

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
IV	**Baseball - Boys**						
	Varsity/Junior Varsity						
	Head Coach	5,396	5,611	5,836	6,069	6,312	6,564
	First Assistant	3,506	3,647	3,792	3,944	4,102	4,266
	Assistant/Jr. Var.	2,968	3,086	3,210	3,338	3,472	3,611
	Assistant/Ninth Grade	2,428	2,525	2,626	2,731	2,840	2,954
	Middle School						
	Head Coach	2,158	2,244	2,334	2,427	2,525	2,626
	Assistant	1,888	1,964	2,042	2,124	2,209	2,297
IV	**Softball - Girls**						
	Varsity/Junior Varsity						
	Head Coach	5,396	5,611	5,836	6,069	6,312	6,564
	First Assistant	3,506	3,647	3,792	3,944	4,102	4,266
	Assistant/Jr. Var.	2,968	3,086	3,210	3,338	3,472	3,611
	Assistant/Ninth Grade	2,428	2,525	2,626	2,731	2,840	2,954
	Middle School						
	Head Coach	2,158	2,244	2,334	2,427	2,525	2,626
	Assistant	1,888	1,964	2,042	2,124	2,209	2,297
IV	**Lacrosse - Boys**						
	Varsity/Junior Varsity						
	Head Coach	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant	3,506	3,647	3,792	3,944	4,102	4,266
IV	**Lacrosse - Girls**						
	Varsity/Junior Varsity						
	Head Coach	5,396	5,611	5,836	6,069	6,312	6,564
	Assistant	3,506	3,647	3,792	3,944	4,102	4,266
V	**Cross Country - Boys**						
	Varsity/Junior Varsity						
	Head Coach	4,022	4,183	4,350	4,524	4,705	4,893
V	**Cross Country - Girls**						
	Varsity/Junior Varsity						
	Head Coach	4,022	4,183	4,350	4,524	4,705	4,893

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
V	**Cross Country - Boys and Girls**						
	Middle School						
	Head Coach	1,608	1,673	1,740	1,809	1,882	1,957
V	**Tennis - Boys**						
	Varsity/Junior Varsity						
	Head Coach	4,022	4,183	4,350	4,524	4,705	4,893
	Assistant	2,615	2,719	2,828	2,941	3,059	3,181
V	**Tennis - Girls**						
	Varsity/Junior Varsity						
	Head Coach	4,022	4,183	4,350	4,524	4,705	4,893
	Assistant	2,615	2,719	2,828	2,941	3,059	3,181
V	**Golf - Boys**						
	Varsity/Junior Varsity						
	Head Coach	4,022	4,183	4,350	4,524	4,705	4,893
	Assistant	2,615	2,719	2,828	2,941	3,059	3,181
VI	**Athletic Related Positions**						
	Athletic Coordinator/High School	9,810	10,202	10,610	11,035	11,476	11,935
	Athletic Coordinator/Middle School	5,396	5,611	5,836	6,069	6,312	6,564
	Faculty/Ticket Manager	6,866	7,141	7,426	7,724	8,032	8,354
	Equipment Manager	8,829	9,182	9,549	9,931	10,328	10,741
	Personal Fitness - Fall	1,766	1,836	1,910	1,986	2,066	2,148
	Personal Fitness - Winter	2,649	2,755	2,865	2,979	3,098	3,222
	Personal Fitness - Summer	4,414	4,591	4,775	4,965	5,164	5,371
	Cheerleading Sponsors						
	Varsity - Fall/Winter	4,414	4,591	4,775	4,965	5,164	5,371
	Jr. Varsity	2,207	2,295	2,387	2,483	2,582	2,685
	Ninth Grade	2,207	2,295	2,387	2,483	2,582	2,685
	Eighth Grade	1,545	1,607	1,671	1,738	1,807	1,880
	Seventh Grade	1,545	1,607	1,671	1,738	1,807	1,880
	Varsity - Spring	632	657	683	710	739	768

APPENDIX "I"
COMPENSATION
EXTRACURRICULAR POSITIONS

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
	SALARY BASE	$5,964	$6,179	$6,426	$6,683	$6,951	$7,229
I	**Music/Drama Organizations - High School**						
	Marching Band						
	Director	5,964	6,179	6,426	6,683	6,951	7,229
	Associate Director	4,473	4,623	4,808	5,000	5,200	5,408
	Assistant #1	3,271	3,386	3,521	3,662	3,809	3,961
	Assistant #2	3,271	3,386	3,521	3,662	3,809	3,961
	Assistant #3	3,271	3,386	3,521	3,662	3,809	3,961
	Co-Assistant	3,271	3,386	3,521	3,662	3,809	3,961
	Consultant #1	1,199	1,247	1,297	1,349	1,403	1,459
	Consultant #2	600	624	649	675	702	730
	Consultant #3	600	624	649	675	702	730
	Marching Band Winter/Spring						
	Director	3,271	3,386	3,521	3,662	3,809	3,961
	Consultant	2,698	2,806	2,918	3,035	3,156	3,282
	Marching Band-Winter/Spring Guard						
	Director	3,271	3,386	3,521	3,662	3,809	3,961
	Assistant Director	2,698	2,806	2,918	3,035	3,156	3,282
	Chorus Director	3,271	3,386	3,521	3,662	3,809	3,961
	Concert Band Director	3,271	3,386	3,521	3,662	3,809	3,961
	Orchestra Director	1,199	1,247	1,297	1,349	1,403	1,459
	Stage Band Director	719	754	798	830	863	898
	Drama Director	2,982	3,097	3,221	3,350	3,484	3,623
	Musical						
	Director	3,271	3,386	3,521	3,662	3,809	3,961
	Technical Director	2,398	2,494	2,594	2,697	2,805	2,918
	Technical Director-Lighting	1,199	1,247	1,297	1,349	1,403	1,459
	Technical Director-Carpentry	1,798	1,870	1,945	2,023	2,104	2,188
	Ass't. Technical Director	2,398	2,494	2,594	2,697	2,805	2,918
	Orchestra Director	2,982	3,097	3,221	3,350	3,484	3,623
	Ass't. Music Dir.	1,199	1,247	1,297	1,349	1,403	1,459
	Vocals/Acting/Scenic Director	2,982	3,097	3,221	3,350	3,484	3,623
	Carpenter	1,199	1,247	1,297	1,349	1,403	1,459
	Choreographer	2,398	2,494	2,594	2,697	2,805	2,918
	Assistant Director	1,199	1,247	1,297	1,349	1,403	1,459

APPENDIX "I"
COMPENSATION
EXTRACURRICULAR POSITIONS

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
I	**Music/Drama Organizations - High School (con't)**						
	Sound Manager	1,199	1,247	1,297	1,349	1,403	1,459
	Costume Designer	2,398	2,494	2,594	2,697	2,805	2,918
	Marketing Publicity	1,199	1,247	1,297	1,349	1,403	1,459
I	**Music/Drama Programs - Middle School**						
	Jazz Band	1,470	1,528	1,589	1,653	1,719	1,788
	Musical Production Director	2,398	2,494	2,594	2,697	2,805	2,918
	Assistant Director #1	1,050	1,092	1,136	1,181	1,228	1,277
	Assistant Director #2	1,050	1,092	1,136	1,181	1,228	1,277
	Assistant Director #3	1,050	1,092	1,136	1,181	1,228	1,277
	Stage Crew Director	1,050	1,092	1,136	1,181	1,228	1,277
II	**Class Sponsors - High School**						
	Senior Class #1	3,271	3,386	3,521	3,662	3,809	3,961
	Senior Class #2	3,271	3,386	3,521	3,662	3,809	3,961
	Junior Class	1,650	1,716	1,785	1,856	1,930	2,007
	Sophomore Class	719	754	798	830	863	898
	Freshman Class	719	754	798	830	863	898
III	**Publication Advisers - High School**						
	Yearbook #1	2,982	3,097	3,221	3,350	3,484	3,623
	Yearbook #2	2,982	3,097	3,221	3,350	3,484	3,623
	Newspaper	2,098	2,182	2,269	2,360	2,455	2,553
III	**Publication Advisers - Middle School**						
	Newspaper	1,199	1,247	1,297	1,349	1,403	1,459
	Yearbook	1,199	1,247	1,297	1,349	1,403	1,459
IV	**Clubs - High School**						
	Activities Council	1,798	1,870	1,945	2,023	2,104	2,188
	Art Honor Society	719	754	798	830	863	898
	Chess Club	719	754	798	830	863	898
	Dance Club #1	719	754	798	830	863	898
	Dance Club #2	719	754	798	830	863	898

APPENDIX "I"
COMPENSATION
EXTRACURRICULAR POSITIONS

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
IV	**Clubs - High School (con't)**						
	DaVincian Society	719	754	798	830	863	898
	Diversity Club	719	754	798	830	863	898
	Family Tyes	1,199	1,247	1,297	1,349	1,403	1,459
	Future Business Leaders	1,319	1,372	1,427	1,484	1,543	1,605
	German Club	719	754	798	830	863	898
	French Club	719	754	798	830	863	898
	Junior Classical League	719	754	798	830	863	898
	Key Club	719	754	798	830	863	898
	Literary Guild	719	754	798	830	863	898
	Math & Computer Club	1,019	1,053	1,095	1,139	1,184	1,232
	National Honor Society	1,499	1,559	1,621	1,686	1,753	1,823
	Pep Club	719	754	798	830	863	898
	Photography Club	719	754	798	830	863	898
	Red Cross Club	719	754	798	830	863	898
	Science Club	719	754	798	830	863	898
	Sound Squad	1,498	1,558	1,620	1,685	1,753	1,823
	Spanish Club	719	754	798	830	863	898
	Special Olympics	719	754	798	830	863	898
	Speech & Debate	2,398	2,494	2,594	2,697	2,805	2,918
	Speech & Debate-Ass't.	1,199	1,247	1,297	1,349	1,403	1,459
	Stage Crew	1,798	1,870	1,945	2,023	2,104	2,188
	Student Council #1	1,798	1,870	1,945	2,023	2,104	2,188
	Student Council #2	1,798	1,870	1,945	2,023	2,104	2,188
	Teen Institute	719	754	798	830	863	898
	Video Production	1,199	1,247	1,297	1,349	1,403	1,459
	Web Page	719	754	798	830	863	898
IV	**Clubs - Middle School**						
	Chess Club	1,009	1,040	1,071	1,104	1,138	1,174
	Pride Club	1,009	1,040	1,071	1,104	1,138	1,174
	Speech and Debate	1,009	1,040	1,071	1,104	1,138	1,174
	Student Senate	2,028	2,100	2,184	2,271	2,362	2,456
	Teen Center Coordinator	1,486	1,536	1,588	1,640	1,696	1,754
	Video Production	1,199	1,247	1,297	1,349	1,403	1,459
	Web Page	1,199	1,247	1,297	1,349	1,403	1,459

APPENDIX "I"
COMPENSATION
EXTRACURRICULAR POSITIONS

CAT	PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
V	**Intramurals - High School**						
	Position #1 - Boys	1,184	1,211	1,256	1,307	1,359	1,414
	Position #2 - Boys	1,184	1,211	1,256	1,307	1,359	1,414
	Position #3 - Girls	1,184	1,211	1,256	1,307	1,359	1,414
	Position #4 - Girls	1,184	1,211	1,256	1,307	1,359	1,414
	Position #5 - Co-ed	1,184	1,211	1,256	1,307	1,359	1,414
V	**Intramurals-Middle Sch**						
	Position #1	1,029	1,080	1,124	1,169	1,215	1,264
	Position #2	1,029	1,080	1,124	1,169	1,215	1,264
	Position #3	1,029	1,080	1,124	1,169	1,215	1,264
	Position #4	1,029	1,080	1,124	1,169	1,215	1,264
	Position #5	1,029	1,080	1,124	1,169	1,215	1,264
V	**Intramurals/Activities - Paynter**						
	Position #1	1,184	1,211	1,256	1,307	1,359	1,414
	Position #2	1,184	1,211	1,256	1,307	1,359	1,414
	Position #3	1,184	1,211	1,256	1,307	1,359	1,414
	Position #4	1,184	1,211	1,256	1,307	1,359	1,414
	Position #5	1,184	1,211	1,256	1,307	1,359	1,414
	Position #6	1,086	1,199	1,256	1,307	1,359	1,414
V	**Intramurals/Activities - Whitehall**						
	Position #1	1,184	1,211	1,256	1,307	1,359	1,414
	Position #2	1,184	1,211	1,256	1,307	1,359	1,414
	Position #3	1,184	1,211	1,256	1,307	1,359	1,414
	Position #4	1,184	1,211	1,256	1,307	1,359	1,414
	Position #5	1,184	1,211	1,256	1,307	1,359	1,414
V	**Intramurals/Activities - McAnnulty**						
	Position #1	1,086	1,199	1,256	1,307	1,359	1,414
	Position #2	1,086	1,199	1,256	1,307	1,359	1,414
	Position #3	1,086	1,199	1,256	1,307	1,359	1,414

**At times, the production of certain musicals may necessitate the revision of musical positions and their titles.

APPENDIX "J"
COMPENSATION
EVENT MANAGEMENT

PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
SALARY BASE	$62	$65	$67	$70	$73	$76
Football						
Clock Operator	60	62	65	67	70	73
Spotter	50	52	54	56	58	61
Ticket Seller	50	52	54	56	58	61
Ushers, Ticket Takers	40	42	43	45	47	49
Announcer	50	52	54	56	58	61
Clock Operator - JV	50	52	54	56	58	61
Clock Operator - Ninth Grade	50	52	54	56	58	61
Basketball - Boys & Girls						
Clock Operator*	62	65	67	70	73	76
Ticket Seller*	50	52	54	56	58	61
Ushers*	50	52	54	56	58	61
Scorekeeper*	62	65	67	70	73	76
Clock Operator - Ninth Grade	50	52	54	56	58	61
Clock Operator - Middle School						
One game	39	41	43	44	46	48
Two games	58	60	63	65	68	70
Wrestling						
Clock Operator*	62	64	67	70	73	75
Scorekeeper*	62	64	67	70	73	75
Ticket Seller*	50	52	54	56	58	61
Clock Operator - Ninth Grade	50	52	54	56	58	61
Clock Operator - Middle School	45	47	48	50	52	55
Gymnastics						
Scorekeeper	48	50	52	54	56	58
Volleyball - Boys & Girls						
Ticket Seller*	50	52	54	56	58	61
Soccer - Boys & Girls						
Clock Operator (one game)**	39	41	43	44	46	48
Clock Operator (two games)**	60	62	65	67	70	73
Ticket Seller (one game)**	40	42	44	45	47	49
Ticket Seller (two games)**	55	57	59	62	64	67
Ushers, Ticket Takers**	35	36	38	39	41	43

APPENDIX "J"
COMPENSATION
EVENT MANAGEMENT

PROGRAM/POSITION	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
Track & Field						
Dual Meet						
Timer	38	40	41	43	45	47
Field Event	33	34	35	37	38	40
Double Dual Meet						
Timer	44	45	47	49	51	53
Field Event	38	40	41	43	45	47
Triangular Meet						
Timer	40	42	44	45	47	49
Field Event	37	39	40	42	43	45
Jr. Varsity/Ninth Grade/ Middle School						
Timer	37	39	40	42	43	45
Field Event	33	34	35	37	38	40
Ticket Seller (invitational only)	81	84	87	91	95	98
Ticket Collector (invitational only)	81	84	87	91	95	98
Baseball/Softball						
Scorer/Announcer	40	42	43	45	47	49

* Personnel in these positions will work both Varsity and Junior Varsity games/matches.

** If the soccer game is played at Baldwin High School Stadium, personnel in these positions will be employed at the designated rates. If the soccer game is played at another facility, only a clock operator will be employed at the lower rate.

APPENDIX "K"
BALDWIN-WHITEHALL SCHOOL DISTRICT
GRIEVANCE REPORT

Grievant(s) _____ Grievance No. _____
Position_____ Work Place_____
Bargaining Unit_____
Building Principal/Supervisor:_____
Date of Alleged Grievance_____

Statement of Alleged Grievance:

_____
_____
_____
_____
_____

Action Requested:

_____
_____
_____
_____
_____
_____
_____

Article and Exhibit of Agreement under which grievance is entered_____

_____ _____
Signature of Grievant Signature of Grievant

_____ _____
Signature of Grievant Signature of Grievant

_____
Signature of Bargaining Unit Designee

APPENDIX "L"
BALDWIN-WHITEHALL SCHOOL DISTRICT
GRIEVANCE ACTION

Grievant(s) _____ Grievance No. _____

Bargaining Unit_____

Step_____ Action Referral Date_____

Decision of Employer Representative:

Date of Decision_____ _____
Signature of Employer Representative

- -

GRIEVANCE RESPONSE

_____ I accept the above decision of the Employer Representative

_____ I do not accept the above decision and request the Association to refer the grievance to the next step.

Date of Response/Referral_____

_____ _____
Signature of Grievant Signature of Grievant

_____ _____
Signature of Grievant Signature of Grievant

_____
Signature of Bargaining Unit Designee

PSEA

By_____

Date_____