BSEA

Collective Bargaining Agreement

between

BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT

&

BLAIRSVILLE-SALTSBURG EDUCATION ASSOCIATION

August 27, 2005 to August 26, 2009

PSEA-90 PSEA A Union Shop

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ATTACHMENT: EARLY RETIREMENT INCENTIVE MEMORANDUM

ARTICLE I – RECOGNITION

A. The Blairsville-Saltsburg School District, which maintains its principle offices at 102 School Lane, Blairsville, Pennsylvania, 15717, hereinafter referred to as "employer", pursuant to Section 606 of the Public Employee Relations Act Number 195 and in accordance with certification by the Pennsylvania Labor Relations Board, Case Number PERA-R-710-W, hereby recognizes the Blairsville-Saltsburg Education Association-PSEA-NEA, hereinafter referred to as "Association", as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.

B. This agreement covers those employees encompassed within the PLRB Certification referred to in Section A of this article. The term "employee" when used in this agreement refers only to those employees encompassed within the certification referred to in Section A of this article.

ARTICLE II – ASSOCIATION SECURITY

A. Each employee who, on the effective date of this agreement, is a member of the Association and each employee who becomes a member after that date shall maintain his membership in the Association for the duration of this agreement, providing any such employee or employees may resign in writing from the Association during the term of fifteen (15) days prior to the expiration of this agreement, in accordance with the provision of Act 195. The payment of dues and assessments for all members shall be the only requisite employment condition.

B. The employer shall deduct regular initiation fees and Association dues from the pay of members covered by this contract upon receipt from the Association of individually signed authorization cards voluntarily executed by a member for that purpose and bearing the person's signature, provided that:

1. A member shall have the right to revoke such authorization by giving written notice to the employer fifteen (15) days prior to the expiration date of this contract, and the authorization card shall state clearly on its face the right of the employee to revoke during this period.

2. The employer's obligation to make deductions shall terminate automatically upon timely receipt of revocation by the employee of authorization, or upon termination of employment or promotion or transfer to a position outside the bargaining unit.

C. **Fair Share**

1. Each member in the bargaining unit represented by the Association shall be required to pay a Fair Share Fee provided for in Act 84 of 1988.

2. The employer and the Association agree to comply with all provisions of said law.

3. The Association agrees to extend to all eligible non-members the opportunity to join the Association.

4. The Fair Share Fee shall be deducted by the employer in the same manner as that provided for the voluntary dues deduction of members of the Association.

D. The Association shall indemnify and hold the employer harmless against any and all claims, suits, judgments, costs, damages or other forms of liability brought, or issued against the employer as a result of any action arising out of, or resulting from, the implementation of this article.

ARTICLE III – NO STRIKE/NO LOCKOUT

A. It is understood and agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this agreement, nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this agreement.

B. The employer will not engage in any lockout during the life of this agreement.

ARTICLE IV – NO DISCRIMINATION

Both the employer and Association agree not to discriminate against any employee on the basis of race, creed, color, national origin, age, sex or political affiliation, or the proper exercise by any employee of his rights guaranteed by the Public Employee Relations Act 195.

ARTICLE V – ASSOCIATION RIGHTS

A. The employer agrees to furnish to the Association any or all records or information that is now available to the taxpayers of the Blairsville-Saltsburg School District that could be helpful in developing proposals and documenting positions. These records or information shall include, but not be limited to, budgetary guidelines, proposed advanced budgets, the latest financial report on the last budget, and the current wages of all persons in the bargaining unit.

B. The employer agrees that the Association has the right to use the inter-school mail system.

C. The employer agrees to permit the continued use of one (1) two-foot-by-three-foot bulletin board in each building for Association use. This bulletin board is to be located in faculty lounges or out of the general traffic of pupils.

D. The employer agrees that representatives of the Pennsylvania State Education Association and the National Education Association, who are not employees, may meet with the elected officers and one building representative from each building of the local bargaining unit after they have identified themselves in the school office, during times when said officers are not involved in instruction, supervision or other previously assigned or scheduled professional duties.

E. The employer agrees that fifteen (15) working days will be allocated for Association business. The Association agrees to reimburse the employer at the current substitute rate for these days if a substitute is employed.

1. Written notice, counter-signed by the president of the Association, must be submitted to the superintendent.

2. The employee must have written permission from the superintendent.

3. The Association will be billed, within sixty (60) calendar days, following the use of such day(s). The Association will reimburse the employer within ten (10) calendar days of the billing date.

4. An employee is entitled to use only a maximum of two (2) days at one time.

F. The president of the Association shall be provided annually, upon request and approval of the superintendent, up to four (4) days of employer-paid release time to meet with the superintendent and/or to attend to Association business of the bargaining unit members in the school district. No request for release time shall be unreasonably denied.

G. Whenever any representative of the Association or any employee is mutually scheduled by the employer and Association to participate in any meeting during working hours, excluding negotiations, he shall suffer no loss of pay or Association day deduction for the time spent in such activity.

H. One copy of the board agenda and the board minutes will be available for an Association officer who is an employee of the District to pick up in the central administration office on the day they are made available to the board of school directors.

I. **Professional Development**. The District and Association each agree to abide by Act 48 of 1999 and the Professional Development plan developed by the Professional Development Committee and approved by the school board and PDE. Any work of the committee that is performed after the contractual school day and school year shall be compensated at the current hourly rate.

ARTICLE VI – EMPLOYER RIGHTS

The Association recognizes all rights of the employer to establish and maintain policies under the United States and Pennsylvania statutes, rules and regulations, except as expressly limited by the terms of this agreement.

ARTICLE VII – RIGHTS OF PROFESSIONAL EMPLOYEES

A. Nothing contained in this agreement shall be interpreted to deny or restrict any of the rights accorded professional employees under the laws and regulations of the commonwealth. No professional employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation without just cause.

B. 1. Nothing in this provision shall prevent a building-level administrator from conducting a factfinding interview with a professional employee. In addition, nothing in this provision shall prevent a building-level administrator or the superintendent from taking immediate disciplinary action with regard to a professional employee. If, after the building-level administrator has completed the factfinding process, and as a result thereof the building-level administrator concludes that a professional employee may be disciplined as a result thereof, the provisions of B.2 shall apply.

2. When any professional employee is required to appear before the superintendent, building-level administrator, or any other District administrator, after such building-level administrator has concluded the factfinding process as referred to in paragraph B.1, concerning any disciplinary matter or any matter which could adversely affect the continuation of the employee's position, salary or employment, the employee shall be given a three (3) working day prior written notice of such meeting, stating the reasons for such meeting or interview. The employee shall be entitled to have a representative(s) of his/her choice present when the meeting convenes.

3. Whenever any professional employee is required to appear before the board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, salary or increments pertaining thereto, then he/she shall be given seven (7) working days prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Either party shall be entitled to have legal counsel present.

4. Notwithstanding the above provisions, the professional employee may be represented by a representative of the state or local Association, provided such representative is present at the time scheduled by the board, committee thereof, superintendent or building-level administrator.

C. The employee shall maintain the right to determine grades of students consistent with the grading policies of the employer. No such grade shall be changed without notification and/or consultation with the employee. If the grade is changed without the employee's approval, the employee shall be permitted to place a written objection of the grade change in the student's file until such records are microfilmed.

ARTICLE VIII – LIAISON COMMITTEE

A. The employer agrees to establish a Liaison Committee consisting of three (3) board members representing the employer and administration, and three (3) members representing the bargaining unit.

B. The purpose of this committee shall be to accumulate ideas, present reactions, express opinions, make recommendations, advise on the interpretation of school policy and discuss other matters of mutual concern.

1. Any meeting of the Liaison Committee called pursuant to Article VIII of the collective bargaining agreement shall be held on the same date and at the same location, and immediately prior to the board's Committee of the Whole Board meeting, or the board planning meeting.

2. The employer and Association shall select their respective representatives to each meeting; however, additional representatives of either or both parties may be seated at any Liaison Committee meeting.

3. The party calling the meeting shall establish an agenda, and provide same to the other party at least one (1) week in advance of said Liaison Committee meeting; however, matters which have arisen after the submission of the agenda may be added to the agenda on the night of the scheduled Liaison Committee meeting.

4. Minutes shall be prepared by the party calling the meeting, and copies of same shall be forwarded to the other party.

5. When meetings of the Liaison Committee are scheduled by the board to be held during the employees' normal workday, three (3) Association members of the Liaison Committee shall be released from their duties with pay to attend.

ARTICLE IX – GENERAL WORKING CONDITIONS

A. The employer and the Association agree that the following general working conditions shall prevail throughout the term of this agreement:

1. Employees shall not be required to tabulate commonwealth attendance records and attendance summary forms.

2. The following procedures shall be followed in filling vacancies:

   a. When a new position or professional vacancy occurs which the board intends to fill, the employer shall post notice of such vacancy in the school office of all buildings at least ten (10) workdays before filling the vacancy. If the vacancy or new position occurs after the last day of work for professional employees, notice shall be mailed with the paychecks and the vacancy shall not be filled for ten (10) calendar days after the mailing.

   b. Employees who desire to apply for the vacancy shall indicate in writing their qualifications for the vacancy and file the request for consideration with the superintendent. It is expressly understood that the decision on filling vacancies and transferring is exclusively within the discretion of the board, except as expressly provided herein.

   c. No vacancy or new position shall be filled by means of involuntary transfer if there is a qualified volunteer available to fill the vacant position. A qualified volunteer or a qualified employee is an employee who is certified for the vacancy and who is not rated unsatisfactory in any area. Qualified employees who are going to be transferred involuntarily shall be given preference between vacancies, unless the board can show just cause for not granting the preference.

3. All monitoring or observation of the work performance of a professional or temporary professional employee shall be conducted openly and with full knowledge of the employee.

   a. Professional and temporary professional employees shall be evaluated and rated only by persons certified to do so. All final semester evaluations shall be made on the Commonwealth Evaluation Forms. Any evaluation placed in an employee's file shall be accompanied by a listing of the appropriate qualifications of the person making the evaluation.

   b. An employee shall be given a copy of any class visit or final evaluation prepared by his evaluator. A final evaluation of unsatisfactory shall be presented to the employee at least one (1) day prior to the conference to discuss the same. No report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without a prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

   c. Every effort shall be made to evaluate all employees in conformance with the criteria set forth on the approved rating form. No employee evaluated as

satisfactory in an area on the approved Commonwealth Evaluation Form shall be rated less than the maximum number of points possible. Ratings less than the maximum number of points shall be fully annotated.

4. Any complaints regarding an employee, which are used in any manner in evaluating an employee, shall be investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

5. No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file in the office of the superintendent unless the employee has had the opportunity to review the material. At the time the employee is initially given a copy of such material, the material shall be signed and dated by an administrator or other employee of the District who is not a member of the Association, solely for the purpose of establishing the date on which the employee received a copy of such material.

   The employee will acknowledge within ten (10) days that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that his/her signature in no way indicates agreement with the contents thereof.

   If the employee fails to sign the material within ten (10) days of the date he/she received a copy thereof, said material shall be automatically placed into the employee's file. The employee will also have the right to submit a written answer to such material, and his/her answer shall be attached to the file copy.

   Nothing contained herein shall obligate the employer to meet with the employee during the aforementioned ten (10) day period.

6. Employee group selection of textbooks shall be guaranteed with the provision that final approval rests solely with the employer.

7. The Association and the employer recognize that if there is to be good instruction, there must be good discipline. Responsibility for discipline is shared among the board, the administration and the staff. The board shall develop discipline policy. The administration will establish procedures for implementing the policy. Classroom teachers shall share in the responsibility for discipline in the schools by enforcing the established conduct procedures in the classroom. Without a clear and concise discipline code of student conduct and responsibility and an enforcement of that code, the atmosphere for good discipline in the classroom cannot be generated.

   As a shared responsibility then, all professional employees of the District shall be responsible. Both the classroom teacher and the building administrator shall be

active and supportive allies when working to achieve discipline in the school and classroom.

a. To maintain good discipline, a teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

b. In addition to maintaining good classroom discipline, in the event that a teacher believes that he/she has a disruptive student in his/her class, he/she shall, in writing, make this fact known to the principal and forward a duplicate to the president of the Association. The principal involved shall, within five (5) calendar days, decide upon the validity of the allegation against the student and act accordingly.

If said student persists in behaving in a disruptive manner, and if unresolved at the building level, the teacher may personally submit the matter to the superintendent. The superintendent shall, within ten (10) calendar days, decide upon the validity of the allegation against the student. If the matter is not resolved at the superintendent's level, the teacher may personally submit the matter to the board at its next regularly scheduled meeting.

8. Professional employees will be given their tentative assignments for the following school year by August 10. It is understood and agreed that such assignments are subject to change because of the needs of the District. In addition, professional employees shall be notified of supplies requisitioned but not ordered for the next school term at least two (2) weeks before August 10.

9. All professional employees are entitled to a thirty (30) minute, duty-free lunch period as prescribed by law. It is agreed that this lunch period is the employee's own time to do as he desires, which includes the right to leave the building.

10. Any unsafe or hazardous condition that merits the dismissal and/or evacuation of the students from the building shall also include dismissal and/or evacuation of the professional staff. It shall be the responsibility of the professional staff to assist in the evacuation and/or dismissal of the students in accordance with fire drill regulations. The employees may be reassigned to another building in the District until said condition is rectified.

11. For purposes of this agreement, employees subject to demotion and/or furlough shall be treated in the same manner consistent with the current and past practice of reducing and/or realigning the staff based upon seniority.

ARTICLE X – WORKDAY, INSERVICE AND WORK YEAR

A. **Hours.** The normal workday for secondary and elementary teachers shall be seven and one-half (7 ½) consecutive hours. The normal workday will not start earlier than 7:15 a.m., nor end later than 4:15 p.m., unless required by the Vo-Tech schedule. Changes in the starting and ending times required by the Vo-Tech schedule will be previously discussed with the Liaison Committee.

B. **Additional Hours.** A maximum of seven (7) additional hours may be assigned by the superintendent without any additional compensation; however, such hours shall continue to be used in each of the District buildings as per current practice, unless mutually agreed upon otherwise by the parties.

C. **Planning.** The employer shall guarantee that each individual teacher will be assigned a preparation period during each workday. Preparation time shall be free of all other assignments, activities, team meetings, and supervisory duties. Preparation time shall be used for planning and preparation for instructional, curricular and assessment activities related to educational undertakings. Elementary classroom teachers and elementary librarians shall be assigned a minimum of two hundred (200) minutes of individual preparation time per week assigned in at least a block of thirty (30) consecutive minutes per day. One hundred fifty (150) minutes of the two hundred (200) minutes shall be scheduled during the student instructional day. Secondary classroom teachers shall be assigned a minimum of one (1) individual preparation period each workday the length of a normal instructional period.

D. **Work Year**

1. The work year shall be a maximum of one hundred eighty-four (184) workdays, of which four (4) shall be inservice days. All inservice days shall encompass six and one-half (6 ½) hours of working time.

2. Inservice days are not to substitute for usual administrative meetings necessary for the operation of the school.

3. The first two inservice days in any school term shall each encompass six and one-half (6 ½) hours of working time. Said days shall be consecutive and shall occur prior to the first instructional day of the school term. At least one of these two days shall be for the purpose of preparation of rooms, distribution of books and materials, and shall be considered a teacher workday, free of administrative meetings.

4. The last inservice day shall encompass six and one-half (6 ½) hours of working time. Said day shall occur on the day immediately preceding the last day pupils are in school in the spring. The workday is to complete report cards, permanent records, etc. Inservice days are exclusive of the one hundred eighty (180) instructional days.

5. Two (2) of the four (4) inservice days shall be assigned for professional development activities and shall be utilized in accordance with the employer's Act 48 Professional Development plan.

6. Compensation for the four (4) inservice days is included in the salary amount as set forth herein. Any time not completed is to be deducted on a pro rata basis.

ARTICLE XI – PROFESSIONAL CERTIFICATION

The employer and employee shall comply with the ten current certification requirements of the commonwealth.

ARTICLE XII – REPORTING OFF DUTY AND PARTIAL DAY SUBSTITUTION

A. In reporting off duty, an employee shall call as specified by the published policy of the superintendent. Changes in the published policy for reporting off duty shall be discussed with the Liaison Committee.

B. Regular teachers can be assigned to substitute, during non-instructional time, for partial day absences of other teachers on a rotating schedule established by the secondary principal or elementary principal.

C. The employer will exert a reasonable effort to secure a properly certified substitute for an employee who is on authorized absence.

ARTICLE XIII – LEAVES

A. **Sick Leave.** Each contract year, each employee shall be credited with ten (10) days paid sick leave. The unused portion of such leave shall be accumulated from year to year without limit. All or any part of such unused sick leave may be used during any work year.

1. All absences will require the completion of an Absence From Duty Form. Absences of more than three (3) consecutive workdays may require a statement from a physician. If a statement from a physician is required, a proportionate salary will be withheld until a doctor's statement is presented to the principal. Otherwise, it is assumed that the absence was not excused and, therefore, pay will be withheld. Those persons unable to perform their teaching duties, as a result of illness, will receive pay. Homebound (except as defined in the school laws of Pennsylvania), contagious illness, or hospitalized persons are included in this group.

Compensation withheld for failure to comply with Section A of this article shall be forfeited by the employee if, after two (2) calendar weeks, the employee has failed to submit the proper absence statement.

Should the District have reason to suspect that an employee is abusing his/her sick leave, the District shall issue a letter to said employee (with a copy to the Association president) notifying him/her that should the pattern of absence continue, he/she may be required to provide the District with a physician's statement for absences of three (3) or less consecutive workdays.

2. Each professional employee may use up to three (3) days of sick leave in any one school year to care for members of his or her immediate family (wife, husband, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister or partner with whom the employee resides), provided that they are suffering from illness, accident, undergoing an operation, or otherwise require the presence of the employee. All such absences will require a personally written statement from the employee that specifies the name, address and relationship of the person being cared for, and that the employee's presence is required.

   Compensation withheld for failure to comply with Section A of this article shall be forfeited by the employee if, after two (2) calendar weeks, the employee has failed to submit the proper absence statement.

3. Employees, with advance permission of their supervisor, may be absent for diagnostic visits to a doctor, dentist, or hospital when still able to work, if they were unable to obtain an appointment in other than work hours. These days will be deducted from sick leave.

4. Male employees shall be permitted, from their sick leave, up to three (3) days paid sick leave upon the birth of a child in the immediate family. The days of absence shall be deducted from the employee's sick leave.

5. Each employee is required to provide reasonable notice of an intended absence. Reasonable notice is defined as at least sixty (60) minutes before the beginning of the employee's workday. Notice may be given in person, by telephone or by a third party. Notice is to be given to the employee's immediate superior or his delegate.

   a. It shall be the responsibility of the school district to inform all employees of names, addresses and telephone numbers of all personnel to whom notice is to be given.

   b. Extenuating circumstances preventing an employee from giving reasonable notice will be considered.

   c. An employee not providing reasonable notice will be docked one (1) day's salary.

6. Employees not reporting their intended return to duty to the office will be subject to reduction in salary equal to the substitute's pay if the substitute reports for work. In this case, the substitute will be paid a full day's wage, the substitute will be sent home, and the employee will work.

7. All employees, upon returning to duty from an absence, will submit their absence report forms to their respective principals. The principal will compile these reports along with an absence report and submit them regularly to the superintendent.

8. Reasons for absence such as car trouble or inclement weather are not acceptable for sick leave.

9. Absence to attend Association activities is not covered by sick leave policy.

10. Proportionate salary will be deducted when an unexcused absence occurs.

11. Principals and board secretary are not involved in the interpretation of the sick leave policy. This responsibility rests with the superintendent, with the approval of the board of school directors.

12. Upon retirement, the employer agrees to pay full-time professional employees the amount of Fifty Dollars ($50.00) per day for a maximum of two hundred and forty (240) days for their unused accumulated sick leave.

    a. Unused sick leave is defined as the balance obtained by subtracting from the mandated ten (10) days sick leave per year the number of sick days used within the same year (balance is never less than zero). The total of the unused sick leave in all the years beginning 1964-65 qualifies for the retirement payment with a maximum as indicated above.

    b. The following regulations and procedures for unused sick leave will apply:

        (1) To receive this benefit, the employee must have at least five (5) years of continuous service in the District. Continuous service is retroactive to September 1, 1964 for those employees who are currently incumbents under this agreement.

        (2) The payment applies only to sick leave earned within the District.

        (3) To qualify for payment, the retiree must submit his resignation by April 1 of the year of retirement. This regulation is waived in case of retirement due to illness or the elimination of a teacher position.

        (4) This payment will be made in the last paycheck in June.

(5) In case of the death of an employee in active service with five (5) years of continuous service in the District, the employee's estate shall receive the compensation for the employee's unused sick leave as provided in Section A, Subsection 13 of this article.

(6) Any employee who received payment for unused accumulated sick leave under the Memorandum of Agreement for the Early Retirement Incentive in effect until August 26, 2009 shall not be eligible to receive payment for unused accumulated sick leave under Article XIII-A.12.

B. **Personal Leave**

1. Full-time professional employees are entitled to three (3) full days (fractions of a day are not permitted) with pay for individual use (not deducted from sick leave). Employees employed pursuant to a temporary or professional contract working one-half (½) or more for the full work year are entitled to personal leave equivalent to the length of the individual's workday with pay for individual use (not deducted from sick leave). No reason is required for this absence. This absence will be referred to as personal leave.

2. Employees planning to use this day must give written notice to their secondary or elementary principal, where possible, by noon of the workday preceding the leave. The usual absence form will be completed by the employee upon return to work.

   This leave is also subject to the following regulations:

   a. This leave may accumulate to a maximum of five (5) days. No more than three (3) days can be used consecutively unless approved by the superintendent.

   b. No more than ten (10%) percent of the professional employees assigned to each building may be on personal leave on the same day. A major fraction of .5 (½) or greater will be increased to the higher number.

   c. Full-time professional employees working at least one-half (½) of the days (instructional and inservice) of the school year will be eligible for this leave.

   d. Personal leave cannot be used on inservice days.

   e. Professional employees working at least one-half (½) of the normal work year or ninety-two (92) workdays (instructional and inservice), whichever is less in a work year, will be eligible for this leave.

   f. Personal leave may not be used the last ten (10) days of the normal school year without the approval of the superintendent, except for instances of the

graduation or marriage of a member of the family, or the death of a relative as defined elsewhere in this agreement.

g. Any personal leave which remains in excess of five (5) days at the close of the school year shall be added to that employee's accumulated sick leave.

C. **Maternity Leave.** A pregnant female employee is entitled to maternity leave as follows:

1. A female employee shall submit written notification to the superintendent of the anticipated duration of the maternity leave at least two (2) weeks in advance of the commencement of the leave period. Such leave shall be granted for a period of time not to exceed twelve (12) months.

2. A pregnant employee shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.

   a. While a female employee is on maternity leave, the duties of her position shall be performed by a temporary employee.

   b. Every female employee shall have the right to return to the same position she held before going on maternity leave, or to an equivalent position for which she is certified.

   c. Upon return from maternity leave, a female employee shall retain all seniority and pension rights that have accrued up to the time of their leave, but these rights shall not accrue during the period of the leave with the sole exception that seniority, for the purposes of layoff, shall continue to accrue during the period of maternity leave.

   d. A female employee shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons, as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. A female employee shall not earn sick leave while she is on maternity leave without pay.

3. A female or male employee may take an uncompensated leave after the birth of his/her child, or the de facto custody of an adopted child, for a period not to exceed one (1) year. This period shall include all the time the female utilizes maternity leave except for those days charged to paid sick leave as a result of the disability related to the pregnancy. The childrearing leave shall be under the same conditions as defined in Article XIII, Sections D.1 and D.2. The board of school directors may, in its sole discretion, extend the uncompensated childrearing leave not to exceed three (3) months.

D. **Professional Leave.** Professional employees may attend professional conferences at the expense of the employer for room, meals, conference fees, banquets (if any), and transportation. Expenses beyond the cost of transportation, conference fees and banquets shall be limited to One Hundred Fifteen Dollars ($115.00) per day. The following additional regulations shall apply:

1. Requests to attend conferences are to be made through the principal to the superintendent and are subject to approval of the board.

2. Professional conferences are to be in the employee's field and may not include Association activities.

3. A minimum of thirty (30) professional leave days shall be budgeted and shall be utilized if sufficient days have been requested.

E. **Military Leave.** The employer shall abide by the commonwealth and federal laws with respect to leaves for military duty.

F. **Sabbatical Leave**

1. The parties agree to abide by the laws and regulations of the commonwealth as they apply to sabbatical leave.

2. All eligible full- and/or part-time employees on a sabbatical leave for restoration of health or for professional development shall be entitled to employer-paid hospitalization, surgical and Major Medical coverage, life insurance, dental coverage, and vision coverage.

G. **Bereavement Leave.** The laws and regulations of the Commonwealth of Pennsylvania shall apply to bereavement leave for the employees within the unit, except as otherwise specified herein. Whenever an employee shall be absent from duty because of the death of a member of the immediate family which is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, or near relative who resides in the same household or any person with whom the employee has made his home, there shall be no deduction in salary of said employee for an absence not in excess of four (4) school days. Whenever an employee shall be absent from duty because of the death of the employee's near relative which is defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The board of school directors may extend the period of absence with pay, in its discretion, as the exigencies of the case may warrant.

H. **Jury Duty.** Employees called for jury duty are permitted to serve without loss of pay provided the employee returns to the District the balance of jury pay received, less expenses.

I. An absence for sick leave or bereavement leave on an inservice day shall be treated the same as if such absence occurred on an instructional day.

J. Any employee who is absent without authorization under any of the leave provisions hereof shall suffer a daily loss of pay for such absence. This shall not limit in any manner the employer's right to subject the employee to other appropriate disciplinary action.

K. **Family Medical Leave.** The employer shall comply with the requirements of the Family Medical Leave Act of 1993 (hereafter call FMLA) and its corresponding regulations, including the following clarifying provisions:

1. Nothing contained in this agreement shall be construed to lessen or diminish the rights guaranteed to the employees under the FMLA. It is further agreed and understood that nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in this agreement or are guaranteed by statute, except as specifically provided herein. All definitions within this section shall correspond to those defined in the Act and its regulations.

2. Where spouses work for the employer, both shall be eligible for FMLA leave rights.

3. For purposes of complying with the FMLA, a twelve-month period shall correlate with the employee's normal work year.

4. Other paid or unpaid leave provided for in this agreement or by statute shall not be used for FMLA qualifying purposes, unless specifically requested as such by the employee.

5. Upon return from FMLA leave, the employee shall be treated consistent with the provisions for other paid/unpaid leaves.

ARTICLE XIV – GRIEVANCE PROCEDURE

A. **Policy.** It is the policy of the employer and the Association to encourage a harmonious and cooperative relationship and to resolve employee grievances in accordance with fair and orderly procedures.

B. **Definition.** A grievance is a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this agreement.

C. **Representation and Grievance Steps.** An employee is entitled to select the Association or its accredited representative to represent him during any or all steps of the grievance procedure which is as follows:

► FIRST STEP - IMMEDIATE SUPERVISOR

A grievance must be presented in writing not more than fifteen (15) workdays after the alleged cause of the grievance has occurred, or such time as an employee knows or reasonably should have known of its occurrence. Workdays shall be defined as those days which the school district central office is normally open.

An employee either alone or accompanied by a representative shall orally present his grievance to his immediate supervisor, who shall attempt to resolve the grievance to the mutual satisfaction of the employee and employer within five (5) workdays of its presentation. If said grievance is not resolved informally, the employee or his representative shall file a formal written grievance and the supervisor, within five (5) workdays after receiving the written grievance, shall report his decision in writing to the employee.

► SECOND STEP – SUPERINTENDENT

If the employee is not satisfied with the disposition of the grievance, that person may submit a written appeal to the superintendent or his designee within five (5) workdays after receiving a decision at the first step, or within not less than five (5) workdays nor more than ten (10) workdays after the grievance was formally presented at the first step. The superintendent or his designee, within five (5) workdays after receiving the appeal, shall meet with the employee and/or a representative in an attempt to resolve the grievance. The superintendent or his designee shall give the employee a written decision within five (5) workdays following the meeting.

► THIRD STEP - BOARD OF SCHOOL DIRECTORS

If the employee is not satisfied with the disposition of the grievance at the second step, the employee may submit a written appeal to the board of school directors or its designee within five (5) workdays after receiving a decision at the second step, or within not less than ten (10) workdays nor more than fifteen (15) workdays after the grievance was presented at the second step. The board or its designee, within five (5) workdays after receiving the appeal, shall arrange a meeting for the purpose of hearing the appeal. The board or its designee, upon receiving the appeal, shall at its next workshop or regular board meeting arrange a meeting for the purpose of hearing the appeal. The board or its designee, within ten (10) workdays following the hearing, shall give the employee a written decision.

► FOURTH STEP – ARBITRATION

If the Association is not satisfied with the disposition of the grievance at the third step, the Association may appeal to arbitration within five (5) workdays after receiving a decision at the third step, or in not less than twenty (20) workdays nor more than twenty-five (25) workdays after the grievance was presented at the third step. A request for arbitration may be initiated by the Association serving upon the employer a notice, in writing, of an intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator in accordance with the requirements of Act 195.

1. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue presented, and shall confine his decision solely to the application and interpretation of this agreement. The decision or award shall be final and binding.

2. The costs of arbitration shall be affixed in the manner prescribed by Act 195, and such costs shall be shared equally by the employer and the Association. Each party shall bear the cost of preparing and presenting its own case.

D. A grievance which affects several employees may initially be presented by the Association at Step 2 of the grievance procedure.

E. A grievance may be withdrawn by the Association or the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to the grievance or any future grievance.

F. The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement of the employer and the Association, be binding.

G. Any individual employee or group of employees shall have the right at any time to present grievances to the employer and to have them adjusted as long as the adjustment is not inconsistent with the terms of this agreement, and provided further, that the Association has been given the opportunity to be present at such adjustment.

H. 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 representative.

I. The employer and the Association agree to furnish information as is required for the processing of a grievance.

J. Materials pertinent to the processing of a grievance shall be placed in a separate grievance file.

K. The term "representative" as used herein shall be defined as a duly authorized member of the Association, and/or its state or national affiliates.

ARTICLE XV – EMPLOYEE AUTHORITY

The employer agrees that all administratively-approved volunteers who fulfill non-compensatory, or compensated but non-contractual curricular, co-curricular, or extra-curricular functions that are directly related to, or subordinate to, a contracted professional employee's job shall be under the authority of that professional employee. The decision(s) made by that professional employee affecting the volunteers or their responsibilities and/or charges in accordance with District goals and objectives and their decision(s) shall be final.

ARTICLE XVI – PAYROLL DEDUCTION

A. **Tax-Sheltered Annuities.** The board agrees to approve the payroll deductions for tax-sheltered annuities. The financial institution that the District is using as a depository shall act as an agent of record.

B. **Disability.** The board agrees to approve payroll deductions for disability insurance.

C. **Membership Dues Deduction.** On the first pay beginning in October and continuing through August, twenty four (24) equal payments (to be specified by the Association prior to October 1) shall be deducted from the pay of all Association members and paid to the Association in fulfillment of membership dues. The Association shall continue to prepare, obtain individual employees' signatures, and present authorization cards for dues deductions.

D. **Credit Union**. The employer agrees to provide payroll deductions for loans and/or savings for the Pennsylvania State Employees' Credit Union. Deductions for the credit union shall be made only in equal dollar amounts deducted from the first (1st) and second (2nd) pays of each month. Said deductions shall be transmitted to the credit union within five (5) workdays of each applicable pay day.

ARTICLE XVII – WAGES - FRINGE BENEFITS

The wages and fringe benefits payable throughout the term of this agreement are fully set forth in Appendix A and Appendix B which are attached hereto and made a part hereof.

ARTICLE XVIII – LEGALITY AND SEPARABILITY

A. **Legality.** Both parties hereto specifically agree that it is their intent that this agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decision, and if it shall be determined by proper authority that this agreement, or any part hereof, is in conflict with said statutes, governmental regulations or judicial decisions, this agreement shall be automatically adjusted to comply with the referred-to statutes, governmental regulations or judicial decisions.

B. **Separability.** In the event that any provisions of this agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

ARTICLE XIX – GENDER AND NUMBER

Unless otherwise provided herein, the masculine pronoun shall import the feminine, the singular number shall import the plural, and vice versa, as applicable.

ARTICLE XX – HEADINGS

Any heading preceding the text of several articles contained in this agreement is inserted solely for the convenience of reference and shall not constitute a part of this agreement, nor shall the heading affect the meaning, construction or effect of the article.

ARTICLE XXI – DURATION

Pursuant to the requirements of Act 195, this agreement shall be binding upon the parties hereto, their successors and assigns, from August 27, 2005 to and including August 26, 2009, and thereafter from year to year, except that either party may notify the other by certified mail on or before January 10, 2009 of its desire to modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunto affixed their hands and seals this 21st day of July, 2005.

BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT

By: _____
President, Board of School Directors

ATTEST: _____
(Seal) Secretary, Board of Directors

BLAIRSVILLE-SALTSBURG EDUCATION ASSOCIATION

By: _____
President, BSEA

_____
Member

_____
Member

ATTEST: _____
(Seal) Secretary

APPENDIX "A" – SALARY AND SUPPLEMENTAL COMPENSATION

A. **General Statement.** Except as otherwise specified, all benefits including, but not limited to, salary, compensation and fringe benefits are applicable only to full-time teachers, and no provisions of this agreement shall apply to long-term substitutes.

B. **Salaries.** Salaries for professional employees shall be as set forth on the salary schedules on the following pages.

BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT

2005-2009 SALARY SCHEDULE STEP PLACEMENT *

2004-2005	2005-2006	2006-2007	2007-2008	2008-2009
				1
			1	2
		1	2	3
	1	2	3	4
1	2	3	4	5
2	3	4	5	6
3	4	5	6	7
4	5	6	7	8
5	6	7	8	9
6	7	8	9	10
7	8	9	10	11
8	9	10	11	12
9	10	11	12	13
10	11	12	13	14
11	12	13	14	15
12	13	14	15	15
13	14	15	15	15
14	15	15	15	15
15	15	15	15	15

* *Locate your 2004-2005 step and read straight across the row.*

BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT

2005-2006 SALARY SCHEDULE

STEP	BACHELOR'S	MASTER'S	MASTER'S +15	MASTER'S +30	DOCTORATE
1	$38,848	$40,468	$41,283	$42,098	$44,098
2	$39,786	$41,406	$42,221	$43,036	$45,036
3	$41,196	$42,816	$43,631	$44,446	$46,446
4	$42,616	$44,236	$45,051	$45,866	$47,866
5	$44,246	$45,866	$46,681	$47,496	$49,496
6	$45,876	$47,496	$48,311	$49,126	$51,126
7	$47,506	$49,126	$49,941	$50,756	$52,756
8	$49,136	$50,756	$51,571	$52,386	$54,386
9	$50,766	$52,386	$53,201	$54,016	$56,016
10	$52,396	$54,016	$54,831	$55,646	$57,646
11	$54,026	$55,646	$56,461	$57,276	$59,276
12	$55,656	$57,276	$58,091	$58,906	$60,906
13	$57,286	$58,906	$59,721	$60,536	$62,536
14	$58,916	$60,536	$61,351	$62,166	$64,166
15	$60,546	$62,166	$62,981	$63,796	$65,796

BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT

2006-2007 SALARY SCHEDULE

STEP	BACHELOR'S	MASTER'S	MASTER'S +15	MASTER'S +30	DOCTORATE
1	$40,358	$41,978	$42,793	$43,608	$45,808
2	$41,453	$43,073	$43,888	$44,703	$46,903
3	$42,253	$43,873	$44,688	$45,503	$47,703
4	$43,653	$45,273	$46,088	$46,903	$49,103
5	$45,280	$46,900	$47,715	$48,530	$50,730
6	$46,909	$48,529	$49,344	$50,159	$52,359
7	$48,538	$50,158	$50,973	$51,788	$53,988
8	$50,167	$51,787	$52,602	$53,417	$55,617
9	$51,797	$53,417	$54,232	$55,047	$57,247
10	$53,427	$55,047	$55,862	$56,677	$58,877
11	$55,057	$56,677	$57,492	$58,307	$60,507
12	$56,687	$58,307	$59,122	$59,937	$62,137
13	$58,317	$59,937	$60,752	$61,567	$63,767
14	$59,947	$61,567	$62,382	$63,197	$65,397
15	$61,577	$63,197	$64,012	$64,827	$67,027

BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT

2007-2008 SALARY SCHEDULE

STEP	BACHELOR'S	MASTER'S	MASTER'S +15	MASTER'S +30	DOCTORATE
1	$41,935	$43,555	$44,370	$45,185	$47,585
2	$43,203	$44,823	$45,638	$46,453	$48,853
3	$44,003	$45,623	$46,438	$47,253	$49,653
4	$44,803	$46,423	$47,238	$48,053	$50,453
5	$46,431	$48,051	$48,866	$49,681	$52,081
6	$48,059	$49,679	$50,494	$51,309	$53,709
7	$49,690	$51,310	$52,125	$52,940	$55,340
8	$51,319	$52,939	$53,754	$54,569	$56,969
9	$52,948	$54,568	$55,383	$56,198	$58,598
10	$54,577	$56,197	$57,012	$57,827	$60,227
11	$56,206	$57,826	$58,641	$59,456	$61,856
12	$57,835	$59,455	$60,270	$61,085	$63,485
13	$59,464	$61,084	$61,899	$62,714	$65,114
14	$61,093	$62,713	$63,528	$64,343	$66,743
15	$62,722	$64,342	$65,157	$65,972	$68,372

BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT

2008-2009 SALARY SCHEDULE

STEP	BACHELOR'S	MASTER'S	MASTER'S +15	MASTER'S +30	DOCTORATE
1	$43,753	$45,373	$46,188	$47,003	$49,603
2	$45,373	$46,993	$47,808	$48,623	$51,223
3	$46,173	$47,793	$48,608	$49,423`	$52,023
4	$46,973	$48,593	$49,408	$50,223	$52,823
5	$47,773	$49,393	$50,208	$51,023	$53,623
6	$49,393	$51,013	$51,828	$52,643	$55,243
7	$51,013	$52,633	$53,448	$54,263	$56,863
8	$52,633	$54,253	$55,068	$55,883	$58,483
9	$54,254	$55,874	$56,689	$57,504	$60,104
10	$55,875	$57,495	$58,310	$59,125	$61,725
11	$57,496	$59,116	$59,931	$60,746	$63,346
12	$59,117	$60,737	$61,552	$62,367	$64,967
13	$60,738	$62,358	$63,173	$63,988	$66,588
14	$62,359	$63,979	$64,794	$65,609	$68,209
15	$63,980	$65,600	$66,415	$67,230	$69,830

1. Employees shall be compensated in accordance with the salary schedules attached hereto. It is understood, as a result of compacting the steps of the salary schedule, that the number of years of credited service with, or given by, the District shall no longer necessarily coincide with the step number of the salary schedule.

2. **Starting Salary for Experienced New Employees.** The starting salary for a new employee, with prior teaching experience, shall be set by the employer, but shall not be at a salary or step of the salary schedule higher than that held by a current member of the bargaining unit who has the same number of years of teaching experience, and holds the same educational degree.

3. **Salary Proration for Part-Time Employees.** The employer shall pay a pro rata portion of the full-time salary, based upon the employee's years of credited service and educational level for part-time employees employed pursuant to a temporary or permanent professional contract working one-half (½) day or more for the full semester.

4. **Salary or Salary Schedule Placement for Employees Returning from Unpaid Leave, or New Employees Starting Work on a Day Other than First Employee Workday of the Work Year.** Employees shall be advanced one (1) step on the salary schedule for each academic year in which they work or are on paid leave status at least ninety-two (92) days of the 184-day contractual year.

5. **Advance on the Salary Schedule for Additional Degrees.** An employee shall be moved to a new column of the salary schedule at the beginning of the contract year following the employee's presentation to the superintendent of satisfactory proof of achievement of the Master's, Master's Equivalent, Master's and/or Master's Equivalent +15 credits, Master's and/or Equivalent +30 credits, or Doctorate degree. Advancement to a higher degree column in the salary schedule shall not alter the step placement of the employee.

6. **Additional Compensation for Special Education Teachers.** Employees certified and working full-time in special education shall have maximums and minimums $200 higher than the Bachelor's, Master's, Master's Equivalent, Master's and/or Master's Equivalent +15, Master's and/or Master's Equivalent +30, and Doctorate, as appropriate.

7. **Pay Periods.** Employees shall be paid in twenty-six (26) equal installments over the school year. In years when payment every two (2) weeks results in twenty-seven (27) pay periods, an appropriate adjustment shall be made to pay employees every two (2) weeks in twenty-seven (27) equal installments.

C. **Supplemental Contracts**

1. The employer reserves the exclusive right to add to or delete from the following list of supplemental contracts without limitation. Further, the employer reserves the exclusive right to assign or remove the person(s) appointed to such supplemental contract when it deems it appropriate.

   If the board creates additional supplemental positions not set forth herein, the board shall set a salary for said position and notify the Association. In the event that the Association disagrees with the salary set by the board, the Association shall have the right to negotiate said salary.

BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT

SUPPLEMENTAL SALARIES

POSITION	#	2005-2006	2006-2007	2007-2008	2008-2009
Football, Head Coach	2	$5758	$5873	$6020	$6170
• 1st Assistant	2	$4431	$4519	$4632	$4748
• 2nd Assistant	2	$3671	$3744	$3838	$3934
• 3rd Assistant	2	$3608	$3680	$3772	$3866
• 4th Assistant	2	$3608	$3680	$3772	$3866
• 5th Assistant	2	$3608	$3680	$3772	$3866
Boys' Basketball, Head Coach	2	$4788	$4884	$5006	$5131
• J.V.	2	$3564	$3635	$3726	$3819
• Jr. High	2	$3203	$3267	$3349	$3432
• Jr. High Assistant	2	$3203	$3267	$3349	$3432
Wrestling, Head Coach	1	$4788	$4884	$5006	$5131
• J.V.	1	$3564	$3635	$3726	$3819
• Jr. High	1	$3203	$3267	$3349	$3432
• Jr. High Assistant	1	$3203	$3267	$3349	$3432
Baseball Coach	1	$3058	$3119	$3197	$3277
• Assistant	1	$2176	$2219	$2275	$2332
Girls' Basketball, Head Coach	2	$4788	$4884	$5006	$5131
• J.V.	2	$3564	$3635	$3726	$3819
• Jr. High	2	$3203	$3267	$3349	$3432
• Jr. High Assistant	2	$3203	$3267	$3349	$3432
Volleyball, Head Coach	2	$3256	$3321	$3404	$3489
• Assistant	2	$2176	$2219	$2275	$2332
• Jr. High	2	$2176	$2219	$2275	$2332
• Jr. High Assistant	2	$2176	$2219	$2275	$2332
Softball Coach	2	$3058	$3119	$3197	$3277
• Assistant	2	$2176	$2219	$2275	$2332
Boys' Track, Head Coach	2	$3367	$3434	$3520	$3608
• Assistant	2	$2250	$2295	$2353	$2411
Golf Coach	1	$2825	$2882	$2954	$3028
Athletic Director	2	$5841	$5957	$6106	$6259
Girls' Track, Head Coach	2	$3367	$3434	$3520	$3608
• Assistant	2	$2250	$2295	$2353	$2411
Cross Country Coach	1	$2825	$2882	$2954	$3028
Newspaper Sponsor	2	$1332	$1359	$1393	$1428
Drama Sponsor	2	$1060	$1081	$1108	$1136
Class Sponsors:					
• 9th & 10th	4	$ 651	$ 664	$ 680	$ 697
• 11th	2	$2009	$2050	$2101	$2153
• 12th	2	$1741	$1776	$1820	$1866
Musical Director	2	$2421	$2470	$2532	$2595
Music Director	2	$2282	$2327	$2386	$2445
Band Director	2	$3882	$3960	$4059	$4160
• Assistant	2	$1812	$1848	$1894	$1941
Department Chairperson	12	$1462	$1491	$1528	$1566

SUPPLEMENTAL SALARIES (continued)

POSITION	#	2005-2006	2006-2007	2007-2008	2008-2009
Band Front Sponsor	2	$2121	$2163	$2217	$2272
Cheerleader Sponsor:					
• **Senior High**	2	$3134	$3197	$3277	$3359
• **Junior High**	2	$2090	$2132	$2185	$2240
Yearbook Sponsor	2	$2965	$3024	$3100	$3178
Choral Director, Sr. High	2	$1227	$1252	$1283	$1315
Choral Director, Middle School	2	$ 857	$ 874	$ 896	$ 918
Band Director, Middle School	2	$ 857	$ 874	$ 896	$ 918
Network Managers	4	$1672	$1705	$1748	$1792
Assistant to the Principal (1 per high school)	2	$1672	$1705	$1748	$1792

2. Employees doing homebound instruction, curriculum and non-teaching assignments shall be paid at the following rates:

2005-2006 . . . $27.25/hour
2006-2007 . . . $27.80/hour
2007-2008 . . . $28.49/hour
2008-2009 . . . $29.21/hour

D. Travel Allowance

1. All itinerant professionals shall be compensated at the rate the Internal Revenue Service establishes for travel for mileage within the District which is authorized by the employer for travel between the employer's buildings during the work hours of the 180 instructional days.

2. Mileage allowance for scouting travel shall be the same as E.1 above, and a Ten ($10.00) Dollar per day meal allowance (receipts required) shall be given to each scout for every trip that involves more than fifty (50) miles one way.

APPENDIX "B". FRINGE BENEFITS

A. General Statements

1. All insurance coverage and benefits shall be in accordance with the terms of the insurance policy.

2. There shall be no payment in lieu of any fringe benefit except as provided for in Subsection B.10 of Appendix "B".

3. The effective dates for fringe benefit improvements for all other years of the contract shall be September 1 of the academic year.

B. Hospitalization

1. This benefit will be divided into twelve (12) parts, with one part payable to the insurance company each month. Participation in group insurance plans and benefits are subject to the regulations and policies of each insurance company.

2. The employer shall contribute one hundred percent (100%) of the premium amounts for coverage of the regular full-time bargaining unit employee and/or employee's family, if appropriate. The insurance plan shall be a managed care plan that is mutually agreeable to the parties and shall be equal to or better than the Select Blue plan offered by Blue Cross/Blue Shield in effect during the 2004-2005 school year (but not necessarily a Blue Cross/Blue Shield plan) and that provides a Five Dollar ($5.00) co-payment for physician and specialist office visits; a Five Dollar ($5.00) co-payment for generic prescription drugs; and a Ten Dollar ($10.00) co-payment for brand-name prescription drugs and unlimited lifetime maximums.

    a. Contributions by the employer will not be made if equal or better coverage is provided by another employer of a spouse.

    b. The employer shall not change the current provider without the approval of the Association. The Association shall not unreasonably withhold such approval.

    c. When the District employs both the husband and wife as teachers, the husband and wife employees shall be entitled to either husband and wife coverage or family coverage under the hospitalization plan. In no event shall husband and wife employees be entitled to individual coverage.

3. The employer shall contribute a pro rata share, based on the amount of time worked, of the premium amounts for the hospitalization coverage provided for full-time employees for any employee whose position is part-time, provided:

a. The employee works at least fifty percent (50%) of the hours of a semester.

b. The employer shall be under no obligation to contribute pro rata to such benefits when an employee's work is reduced below fifty percent (50%) of the hours worked in a semester.

c. The employee notifies the employer's business manager in writing that the employee desires to be covered by the program, and agrees in writing to have the employee's share of the premiums deducted from the employee's pay.

d. Contributions by the employer will not be made if equal or better coverage is provided by another employer of a spouse.

e. This provision shall apply only to employees employed pursuant to a temporary or permanent professional contract.

f. Any employee entitled to benefits under this provision shall not be entitled to any payment whatsoever if such employee elects to forego coverage, and as such, any employee electing to forego coverage shall not be entitled to any benefits provided for under Appendix "B", Paragraph B.4.

g. The employer shall advise the employee of the employee's eligibility to participate in the coverage provided herein at the time of employment.

4. Any employee electing to forego the negotiated healthcare coverage shall be paid an amount of Fifteen Hundred Dollars ($1,500.00). Payment will be made the second pay in June. Before any employee may elect to receive any payment as provided for above, the employee shall be required to obtain the signature of the president of the Blairsville-Saltsburg Education Association, and in addition thereto, the employee shall be required to sign a written waiver before a duly-authorized notary public, thereby waiving the healthcare coverage provided for in this agreement, and thereby releasing the employer and the Association from any and all claims relating thereto. In the event an employee makes a change of decision or experiences a change in status, including, but not limited to, loss of alternative insurance, death of a spouse or divorce, the employee shall be entitled to reinstate the healthcare benefits at the earliest possible date as permitted by the insurance carrier, provided, however, that the Fifteen Hundred Dollar ($1,500.00) payment provided for herein shall be then reduced on a prorated basis. It shall be the responsibility of the employee to notify the employer of any change in status and of the election to have benefits reinstated by giving the employer written notice.

C. **Group Term Life Insurance**

1. For all employees, the employer shall provide a group term life insurance policy in the amount listed below. The employer shall choose the life insurance carrier.

2. The group term life insurance total coverage amount provided by the employer, including accidental death and dismemberment coverage, shall be in the amount of Forty-Five Thousand ($45,000) Dollars.

D. **Tuition Reimbursement.** Employees who became regular full-time employees during the 1976-77 school year or after shall be entitled to tuition reimbursement pay as follows:

1. The employer shall reimburse employees, on a one-time basis, the actual tuition cost (subject to the limitations set forth below) for those employees who take courses for credit subsequent to their being hired by the employer and provided the employee complies with and meets all conditions contained in the following paragraphs 2 through 7, and further provided that the employee shall be entitled to reimbursement for a maximum total of thirty-six (36) credits, and further subject to the limitation that the amount of the reimbursement for each credit to be paid by employer to employee shall not exceed eighty-five (85%) percent of the Indiana University of Pennsylvania (IUP) rate per graduate credit. Only permanent employees are eligible for reimbursement for payment for credits.

2. Courses must be approved by the superintendent prior to the employee starting them. For all courses for which reimbursement will be given for the twenty-fifth (25) and higher credits, the course must be required in a degree program, and the employee must be pursuing a higher degree. Credits must be earned at a college or university able to grant degrees recognized in Pennsylvania. All credits earned must be acceptable by this college or university, and the employee must earn a grade of "B" or higher. Credits in courses not in a degree program, but which will improve a professional employee's educational skills and abilities in the field of education in which the employee is working, may also be eligible for reimbursement. Such courses may be taken upon prior approval of the superintendent; however, no reasonable request should be denied. The employee must earn a grade of "B" or higher in order to receive reimbursement for credits earned.

3. Credit reimbursement shall be limited to a maximum of twelve (12) credits in one (1) fiscal year, and to a grand maximum of thirty-six (36) credits.

4. No payment for credits will be made for work taken to achieve the minimum requirements for the position for which the employee was employed. For example, an employee employed on an emergency certificate, to make this emergency certificate permanent.

5. Requests for payment for credits earned can be made to the superintendent at any time, but approval to take the course must be received before April 1 for the

increment to be paid in the following school year.

6. All courses to be counted for tuition reimbursement must be completed before the beginning of the school term, that is September 1, and official transcripts testifying to this must be on file in the office of the superintendent by October 1.

7. Payment to the employee for this credit reimbursement shall only be made after the employee has completed one (1) full semester teaching for the employer following completion of the courses.

E. **Dental Insurance**

1. The employer shall choose the dental insurance carrier after discussion with the Liaison Committee.

2. The employer shall provide dental coverage for all regular full-time employees and for an employee's family, if applicable. The current policy shall be replaced not later than June 1, 1986 with a policy with as broad coverage, but no co-pay penalty for break-in coverage, and at no additional cost to the employee.

3. Contributions by the employer will not be made if equal or better coverage is provided by another employer of a spouse.

F. **Vision Care.** The employer shall choose the vision care plan, and shall provide the individual employee and family care with no less than the same level of benefits as were in effect for the academic year 1988-1989. Attached hereto is the level of benefits in effect for the academic years 1998-2002.

VISION CARE BENEFITS

► FREQUENCY OF SERVICE

	EMPLOYEE		SPOUSE		CHILDREN
❑ Vision Exam:	24 months	...	24 months	...	12 months
❑ Lenses :	24 months	...	24 months	...	12 months
❑ Frames:	24 months	...	24 months	...	24 months

► BENEFITS – *Dual Choice Coverage*

⇒ Employee can select either: MEMBER DOCTOR *or* NON-MEMBER DOCTOR

	1998-2002 Amount Reimbursed		
♦ Vision Exam:	100%	...	$30.00
♦ Lenses (Pair):			
➢ Single Vision	100%	...	$24.00
➢ Bifocal	100%	...	$36.00
➢ Trifocal	100%	...	$46.00
➢ Lenticular	100%	...	$80.00
♦ Frames:	100%*	...	$24.00
♦ Contact Lenses** (in lieu of glasses):			
➢ Medically Required	100%	...	$250.00
➢ Cosmetic	$80.00	...	$ 80.00
➢ Low Vision Aids	UCR	...	$250.00

* Within the program: $24 wholesale allowance (equates to $44 to $66 retail)

** Contact lens allowance includes the cost of the eye exam