

AGREEMENT

THIS AGREEMENT, made this ~~20th~~ day of ~~December~~ 2007, by and between the ABINGTON HEIGHTS SCHOOL DISTRICT, hereinafter referred to as "the District", and the ABINGTON HEIGHTS EDUCATION ASSOCIATION, hereinafter referred to as "the Association".

ARTICLE I

RECOGNITION

§1. The Board hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining and "meet and discuss" as those terms are defined in the Public Employee Relations Act for all Employees in the bargaining unit.

§2. This Agreement shall cover all Employees in the bargaining unit as certified by the PLRB in its Certificate of Representative dated February 26, 1971, in Case No PERA-R-793-C. Specifically excluded from such representation shall be those classifications not mentioned in said certification.

ARTICLE II

DEFINITIONS

§1. Board shall mean the Board of Education comprised of the duly elected School Directors of the Abington Heights School District.

§2. Teacher shall mean a professional Employee of the Abington Heights School District whose duties consist principally of classroom instruction within the District. Part-time teachers shall be considered to be professional Employees hired for a full school year but for less than full-time employment (par ex: limited hours per day or limited days per week) at an agreed rate of pay and not under permanent contract. The terms teacher, professional Employee or Employee when used in this Agreement shall be interchangeable unless the context clearly implies differently.

§3. A part-time teacher and *long-term* substitute will be covered by fringe benefits set forth in this contract on a pro-rata basis.

§4. For the purpose of this contract, a *long-term* substitute is a teacher who replaces another teacher for one (1) complete semester or one (1) complete school year and the teacher he/she replaces is off from work on Board approval for an authorized leave of absence. ***Health benefits will be provided where the long-term substitute is hired to replace the permanent teacher for 93 consecutive days or more in one assignment, or where a substitute is hired for an indeterminate length of time and reaches 93 days in one position. Where the original length of service for a long-term substitute is unknown, health benefits shall commence on the 93rd consecutive work day.***

~~§5. Effective December 1, 1981, the salary for a certified substitute as defined in this contract shall not be based on the salary schedule but shall be at an amount agreed upon by the substitute and the District.~~

§6. Effective September 1, 1994, the salary for a certified substitute as defined in this contract shall not be based on the salary schedule but shall be at an amount agreed upon by the substitute and the District, which shall in no event be less than BA, Step 1, of the salary schedule.

ARTICLE III

ASSOCIATION USE OF DISTRICT BUILDINGS AND FACILITIES

§1. **Building Usage:** The Association and its representatives shall have the right to use school buildings for meetings, without charge, providing that the same does not interfere with any prior commitment to the facilities requested.

Arrangements for the availability of such facilities should be made with the Principal at least three (3) days prior to the date the same is desired, if known by the Association.

§2. **Equipment Usage:** The Association *is prohibited from using District equipment and internet services.* ~~shall have the right to use school facilities such as typewriters, duplicating machines, etc. (when not being otherwise utilized for District business), provided only that such use shall be for the benefit of the Association only and that the District shall be reimbursed for the cost of any materials used. The Association shall keep records of all materials used and shall submit such written records to the building Principal and arrange for reimbursement.~~

ARTICLE IV

DATA

The District and Association maintain certain statistical and other data in which either party may have an interest. Some of this data is public record and some, such as, but not limited to personal records, must be considered confidential to an individual involved. Insofar as the requested information is not considered as confidential, the District and the Association will cooperate with any reasonable request to supply information.

ARTICLE V

DUES DEDUCTION

§1. The District recognizes that membership in the Association is on an annual basis. Authorization for deduction of dues shall be irrevocable from the time that such written authorization of the Employee is received by the District until the end of the then current term of this Agreement. The authorization shall be on a form prepared and/or approved by the District. The Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken by the Association or by an individual

pertaining to the collection, calculation and dissemination of dues as agreed to in this Article. This indemnification shall not apply to grievances filed under the grievance procedure.

§2. Employees in the bargaining unit who are not members of the Association shall be required to pay to the Association a Fair Share Fee for services rendered as the exclusive bargaining agent. For purposes of this section, Fair Share Fee shall mean the regular membership dues of the Association, less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Association as the exclusive representative, as provided under Act 84 of 1988.

ARTICLE VI

JUST CAUSE PROVISION

Actions of discipline, reprimand, reduction in rank, reduction in compensation or deprivation of professional advantage shall be only for just cause. Any such action on the part of the District shall be subject to the grievance procedure of the contract providing, however, that personal records of an Employee will be held confidential and subject to release only on request of the Employee involved. This Article shall not deprive any individual of any statutory remedies which he may otherwise have. Actions of mere reprimand will not be subject to the final step of binding compulsory arbitration. As a matter of construction, the following definitions shall apply to this Article.

A. *Reprimand:* an oral or written criticism of an Employee's conduct.

B. *Discipline:* action required of an Employee by the Administration or agent thereof to either comply with a policy, regulation or directive or as punishment for failure to have complied with a policy, regulation or directive.

C. *Deprivation of Professional Advantage:* withholding from an Employee a right or privilege otherwise assured to that Employee either by virtue of this Agreement or by established regulations or policy directives of the Employer. This may include an inequitable assignment of duties or schedule only if willfully designed to harass or discipline a particular Employee.

ARTICLE VII

SUBSTITUTES

The District will make every effort to provide qualified substitutes when reasonably available for all teacher absences in excess of three (3) hours. Teachers shall give notice to the District by noon of the preceding school day when it is known that such absence is to occur.

ARTICLE VIII

SIT-IN OR COVER

§1. When any teacher is asked to "sit-in" or "cover" classes or duties of another teacher in excess of one period of class in any one (1) week, the teacher so assigned shall be compensated for such coverage in excess of one (1) period at the rate of Fifteen Dollars (\$15.00) per period.

§2. In order to accomplish such assignments in an equitable manner a list of all teachers eligible for "sit-in" or "cover" duties at various times shall be maintained and available in the respective school office and assignments shall be made from this list on a rotation basis.

ARTICLE IX

EXTRA ACTIVITIES

~~Athletic and other school related activities which require staff supervision shall be compensated for at an amount agreeable to both the District and the Employee involved. A listing of Employees expressing a willingness to serve at such functions shall be established at the beginning of each school year and may be amended by additions or deletions during that year by agreement between the District and the individual Employee involved. As near as possible, assignments to such activities shall be made from the list so prepared and where this is impossible, the District shall make such assignments having in mind qualifications, availability, seniority and other relevant factors.~~

ARTICLE X

ASSOCIATION PRESIDENT AND MEMBERSHIP

§1. The President of the Association shall be permitted to move about the District to attend to Association business provided: a) such movement does not interfere with his/her instructional duties, b) such movement does not interfere with instructional duties of other teachers, c) that there shall be adequate "cover" provided without expense to the District for any duties to which he/she might be otherwise normally assigned and that he or she shall inform the building Principal's office of his or her presence upon entering the Principal's building.

§2. *Association Membership:* Each year the Association will provide the Superintendent with a list of the names of its officers, delegates, committee chairmen, building representatives and any changes made by the Association.

ARTICLE XI

SCHOOL CALENDAR

§1. Flexibility must be reserved unto the District for the establishment of the school calendar and daily schedule. ~~Subject to this requirement, it is agreed that the school year shall commence no~~

~~earlier than the first day after Labor Day and conclude no later than Friday of the second week in June. Conclusion day may be extended because of emergencies or other appropriate causes occurring during the school year. During each year of this Agreement there will be one (1) "new teacher" orientation day which may be held prior to Labor Day and one (1) in-service day may be held before Labor Day.~~

§2. The Superintendent will meet with the President of the Association to discuss the school calendar one (1) week prior to its presentation to the Board of School Directors for official action.

ARTICLE XII

TEACHER YEAR

§1. During the life of this Agreement, the school year shall consist of not more than One Hundred Eighty-Six (186) teacher days. Effective the 2005-06 school year, the one hundred eighty six (186) teacher days will be as follows: One hundred eighty-one (181) student days, three (3) in-service days and two (2) night conference days. The two (2) night conference days will further be defined by being one (1) day per semester for parent-teacher conferences. These two (2) days will begin at 1:15 p.m. and end at 8:30 p.m. inclusive of a one and one-quarter (1¼) hour lunch break. Included within these days shall be the pupil days as scheduled by the Board, as well as other assigned days of duty for teachers. Pupil days which are cancelled due to snow or emergency may be rescheduled at the discretion of the Board, provided that the total number of teacher work days shall not exceed One Hundred Eighty-Six (186). The term "teacher" as used in this Article shall be deemed to include all Employees in the bargaining unit.

§2. The Board agrees to schedule a full One Hundred Eighty-Six (186) day work year during each year of this Agreement. In the event days are cancelled due to inclement weather or for other emergency reasons, except for a work stoppage or strike, and the Board elects not to reschedule or make up such lost days, the Board guarantees that bargaining unit members shall continue to receive their annual salary without deduction for such lost days, unless otherwise provided by law.

ARTICLE XIII

TEACHER DAY

§1. The teacher's day shall consist of seven (7) hours, fifteen (15) minutes each day and teachers shall be available, after prior arrangements, after dismissal of students, for non-classroom functions of their employment, including but not limited to parent or student conferences, faculty meetings, conferences, etc., and one (1) night meeting each school year without additional compensation. The Administration will continue to schedule meetings as in the previous years.

§2. The Superintendent shall distribute to all Employees a schedule of hours applicable to each building. When any Employee is assigned to any task or duty which makes it mandatory for such Employee to attend any function after 6:00 p.m. on any given day other than the meeting referred to in Section 1 of this Article, such Employee shall be compensated at the following rates **of Twenty Five Dollars (\$25.00) per hour.** ~~for each hour of such mandatory attendance:~~

<u>Contract Year</u>	<u>Hourly Rate</u>
2008-09	\$24.00
2009-10	\$24.50
2010-11	\$25.00

§3. The hourly rates as provided in Section 2 of this Article will apply to personnel assigned to or participating in the following activities or areas of instruction:

- A. Migrant Education Staff
- B. Driver Education Instruction
- C. Summer School
- D. After school/evening (after 6:00 p.m.)
- E. Intramurals

ARTICLE XIV

PROFESSIONAL STANDARDS OF EMPLOYMENT

The Board shall endeavor in good faith, having due regard to the available personnel, applications on hand, physical facilities, distribution of student population and the current financial situation to:

- A. Provide each teacher with space for the storage of instructional materials, equipment and supplies;
- B. Establish faculty rest rooms separate from student rest rooms;
- C. Maintain a 1:150 maximum teacher-student ratio in major subject areas;
- D. Maintain a maximum class size of thirty (30) students per class;
- E. Notify all professional Employees of their tentative assignments for the forthcoming year by the end of each school year and use its best efforts to notify all teachers involved by August 1 or at the earliest possible date of any changes which occur from that tentative assignment;
- F. Hire teachers on a permanent basis whose qualifications are evidenced by emergency certificate only after giving all applications submitted from persons having fully certificated qualifications full and fair consideration;
- G. Provide bulletin board space in each building for the posting of Association notices. A copy of any posted notice shall be submitted to the building Principal prior to posting.

ARTICLE XV

PERSONNEL FILES

Each teacher shall have the right, after prior notice and at the convenience of the office staff, to review the contents of the District personnel file applicable to him/her, except for pre-employment confidential evaluations and letters of recommendation. The teacher shall have the right to make a copy of any document contained in the file and may file a written answer to any document if he/she desires.

ARTICLE XVI

POSTING OF VACANCIES

Vacancies which are to be filled shall be publicized in all schools within ten (10) days after an opening occurs. Such notice shall state the qualifications and duties of the vacant position, provided, however, that at all times involving vacancies the Superintendent may temporarily fill such vacancy pending his final determination. No such vacancy shall be permanently filled until all applications for that vacancy submitted by any then present Employee, by the date specified by the Human Resources office, is fully processed. The notice required by this Article shall also be given to the Association.

ARTICLE XVII

DEPARTMENTAL MEETINGS

Departmental meetings shall take precedence over all other school activity and all teachers are expected to attend the meetings of their respective department.

ARTICLE XVIII

LEGAL SUPPORT

The District shall pay reasonable legal fees charged an Employee in excess of One Thousand Dollars (\$1,000.00) in any criminal prosecution of such Employee on charges resulting from an alleged assault while acting in the course of his employment provided that the liability of the District, under this provision, shall not exceed the sum of One Thousand Dollars (\$1,000.00). It is distinctly understood that the assumption of this obligation or the payment of any monies under this Article shall not be directly or indirectly relevant in any procedure or disciplinary action taken by the District.

ARTICLE XIX

ADMISSIONS TO ACTIVITIES

All members of the bargaining unit may use their District photo identification card to gain admission of that member and one (1) guest, along with any other members of the Employee's immediate family, to all athletic events of the District.

ARTICLE XX

SABBATICAL LEAVE AND LEAVE FOR PROFESSIONAL DEVELOPMENT

§1. Sabbatical leaves of absence shall be granted in accordance with the School Code of the Commonwealth of Pennsylvania, as amended. The employee is expected to devote his/her primary efforts to accomplishing the purpose for which the sabbatical is granted. An application for sabbatical leave shall consist of an application in writing, followed by a personal conference with the Superintendent or his designee. Every effort shall be made so that the conference and application shall be completed prior to March 1 for a first semester leave; August 1 for a second semester leave, so that a competent replacement may be found during the period of leave.

§2. The written application for sabbatical leave shall contain:

A. The duration of the request of leave, including the dates of commencement and termination thereof.

B. The purpose of the leave.

C. In cases of illness, a certificate of a physician as to the need of the leave should be included.

D. Professional Development Leave. In the case of study leave, a proposed plan of study shall include the purpose, the nature of study and name of the institution. The date of the beginning and end of the study period shall also be provided. Employees who are granted sabbatical leave for the purpose of study shall enroll for at least nine (9) college credit hours of study per semester, or their equivalent in courses which will enhance the effectiveness of the teacher. The proposed plan of study shall be filed with the Superintendent before the leave begins. A transcript is required at the completion of each semester's work. Preapproval must be obtained from the Superintendent for any reduction of the semester hours requirement. The Employee may receive a financial grant from an outside source to assist with the costs for course work during formal study.

E. Upon any change in the circumstances upon which the granting of a leave is based, an immediate report shall be submitted in writing to the Superintendent as a prerequisite for the continuance of leave pay.

§3. Within two (2) months from the end of each sabbatical leave a written report of study completed shall be submitted to the Superintendent.

§4. If the Employee fails to comply with the approved application for leave, such failure may result in the termination of leave and/or with the withholding of the Employee's paycheck(s). If the Employee fails to return to employment in the District for a period equal to the length of leave, the Employee must reimburse the District for any salary paid or benefit costs while on leave or unless the Employee is otherwise substantially or permanently disabled during the period of the leave.

ARTICLE XXI

SICK LEAVE

§1. Sick leave shall accumulate at the rate of ten (10) days per school year *in accordance with 24 P.S. §11-1154* and shall accumulate without limitation. Evidence of disability must be furnished by the Employee as requested.

~~§2. Absence due to the illness of a member of the Employee's immediate family will be charged against the Employee's sick leave. Immediate family will be defined as husband, wife, mother, father, mother-in-law, father-in-law, daughter, son, brother, sister and other close relative residing in the same household as the Employee.~~

~~§3. The District will establish a sick leave bank in accordance with the following:~~

~~A. The District shall contribute fifty (50) non-cumulative sick days per contract year.~~

~~B. A review committee will be established which consists of one (1) member appointed by the Association, one (1) member from the Administration appointed by the Superintendent and one (1) member appointed by the Board.~~

~~C. Request for withdrawal shall be made to the Committee which may grant or refuse the same based upon the following criteria:~~

~~(1) The nature of the illness for which the request is made;~~

~~(2) Previous usage of sick days by the Employee making the request.~~

~~D. The Employee affected must exhaust his own sick leave before any days may be withdrawn from the sick bank.~~

~~E. Nothing herein contained shall be construed to modify the discretionary powers of the Board to grant additional leave.~~

ARTICLE XXII

CHILD REARING LEAVE

§1. An Employee, in active service who is expecting the birth or adoption of a child, and who wishes to continue employment, may request a child rearing leave of absence without pay.

§2. Requests for such leaves of absence must be made, in writing, on the forms provided, to the Superintendent with as much advance notice as possible. The request shall specify the proposed period of leave.

§3. The maximum period of each leave shall be a period of three (3) years after the school year during which the leave began.

§4. An Employee who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of a child rearing leave must be made in writing to the office of the District Superintendent. The reasons for requesting an early termination must be stated in the request.

§5. An Employee who has been granted a child rearing leave of absence and who wishes to have the leave extended shall notify the Superintendent in writing with as much advance notice as possible, but at least sixty (60) days prior to the new requested effective date of the leave. The District will honor such requests up to the maximum three (3) years allowed. Where an extension is granted, the termination date of the extended period of leave will be at the end of a semester.

§6. An Employee who has been granted a period of child rearing leave must give notice of intention to return to the office of the District Superintendent. If the approved termination date is during the fall semester, notice must be given by the previous March 1st; if the approved termination date is during the spring semester, notice must be given by the previous September 1. Persons failing to give timely notice may have to wait until the subsequent semester begins to be reinstated.

§7. Upon termination of the leave the District shall reinstate the Employee to the position held prior to the leave or to a substantially equal position if such positions are vacant and available. If such positions are not vacant and available, the District will offer the Employee the first available position for which the Employee is eligible.

§8. Upon re-employment, the Employee shall be deemed to hold such rights of accumulated sick pay, tenure and any other benefits resulting from past service as were held on the date of commencement of the child rearing leave but without accrual of any rights attributable to the period of the leave. Employees shall neither lose nor accrue salary step entitlement or any benefit during the leave. Employees shall accrue seniority up to a maximum of one (1) year for each approved child rearing leave. If an Employee is approved for consecutive leaves in the event of birth or adoption of more than one (1) child, maximum seniority accrual shall be one (1) year for each approved leave. Employees who were approved for child rearing leaves which commenced prior to September 1, 1988, and who desire seniority credit for up to one (1) year of each such approved leave, must present written documentation of such leave to the Superintendent and the Association within fifty (50) calendar days after ratification of the Agreement. If no request is received within the above period, seniority credit shall be presumed to be correct. Upon verification of the approved leave, seniority credit will be adjusted. Written notice of all seniority adjustments made shall be given to the Association upon the expiration of the fifty (50) day period.

§9. No Employee shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of absence approved under this Article.

§10. Employees granted child rearing leave may be allowed to remain a member of District group insurance plans during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans prior to the commencement of the leave.

ARTICLE XXIII

EXTENDED LEAVE OF ABSENCE WITHOUT PAY

§1. Extended leaves of absence without pay and benefits may be granted at the discretion of the Board of School Directors. Requests for leave shall be submitted in writing to the Superintendent of Schools. Each request shall be considered on its individual merit. Upon the recommendation of the Superintendent of Schools and approval of the Board of School Directors, leaves of absence may be granted only for full-time study or extended illness. An unpaid leave of absence may continue for a maximum period of one (1) school year and shall not continue into a new fiscal year.

§2. A written request for unpaid leave of absence for illness shall be submitted on a completed Request for Extended Leave Form and shall be accompanied by certification from a physician. The written request for unpaid leave for study shall be submitted on a completed Request for Extended Leave Form and shall include a written statement from a collegiate institution confirming the applicant's proposed matriculation for full-time study.

§3. An Employee granted an unpaid leave of absence shall not be entitled, during or for the period of the leave, to longevity compensation, retirement credit, seniority credit, reimbursement for tuition or any other benefit that would have accrued, had services been rendered during the period of absence. However, the School District medical, life and dental insurance plans may be continued during the leave of absence at the expense of the Employee. The provisions of this section regarding seniority shall be prospective from September 1, 1985 only and shall not affect any seniority credit which may have been required by law to be granted prior to September 1, 1985.

§4. When the Employee returns to the Abington Heights School District, he/she shall be placed at the appropriate salary step which would have been attained the year commencing the leave. No longevity credit shall be given for time spent on an unpaid leave of absence. The returning Employee shall be assigned to a position for which he/she is certified. Said Employee may be assigned to a position other than the one which was vacated, based upon the needs of the District.

ARTICLE XXIV

PERSONAL LEAVE

§1. Personal leave will be granted each school year as follows: ~~For service after September 1, 1971.~~

A. From the date of employment to the completion of two (2) years of service: one (1) day of leave per year.

B. After commencement of the third year: two (2) days of leave per year.

C. After completion of the 20th year: three (3) days of leave per year.

D. No such leave shall be granted on the last day prior to or on the first day following any vacation or holiday, except at the discretion of the Superintendent.

E. No such leave shall be granted on any one (1) day to more than Fifteen Percent (15%) of the members of the bargaining unit or to more than Fifteen Percent (15%) (but not less than one (1) person) of those members of the bargaining unit who are assigned to any one (1) building.

§2. Years of service under this Article will be construed to be years of satisfactory service in this District. Personal leave may be accumulated up to six (6) days. Employees having more than six (6) unused days of personal leave accumulated at the beginning of any school year shall have such excess days converted to sick leave days in September of such year. Such sick leave days should be added to the Employee's accumulated sick leave for use as sick leave only; such days shall not be used for the purpose of severance pay as provided in Article XXXV. Personal days, once transferred to accumulated sick leave, cannot be transferred back and used as personal days. When possible, the request for personal leave will be submitted to the supervisor five (5) days prior to the exercise of such leave.

§3. An accumulation of personal leave shall not be taken on consecutive days except when granted at the discretion of the Superintendent for extraordinary and compelling reasons.

ARTICLE XXV

CONFERENCE LEAVE

§1. Leaves shall be granted at the discretion of the Superintendent and approval of the Association President for attendance at professional meetings and conferences. Professional meetings and conferences, for the purposes of this Article, shall be deemed to mean any meeting or conference convened by the State or National organization to which the Association is an affiliate.

§2. The President of the Association and/or his/her designated representative(s) shall, with the approval of the Superintendent, be granted leave to attend to local Association business.

§3. The total leave granted under Sections (1) or (2) of this Article shall not exceed ten (10) work days per year. In the event that any leave is granted beyond ten (10) work days per year, the Association shall reimburse the District for the salary of any substitute hired during such absence.

§4. In addition to the foregoing, any member of the Association who is a duly elected officer of such State or National organization, may attend any duly convened conference or meeting thereof with the prior approval of the Superintendent, providing that the District shall be reimbursed for the salary of all substitutes hired by the District during such absence.

§5. The Board, in its sole discretion may, in addition to all above leaves, authorize additional Employee attendance at subject or other professional conferences.

ARTICLE XXVI

MARRIAGE LEAVE

§1. Upon application previously made, the Superintendent may grant up to two (2) days leave from scheduled work when a full-time professional Employee gets married. It is understood, however, no leave will be granted during the week immediately before or following a holiday or vacation.

§2. An Employee may be granted only one (1) marriage leave during his/her employment in the Abington Heights School District.

§3. Pay for each day an Employee is on marriage leave will be the difference between the Employee's basic daily rate and the daily rate paid to a substitute, if a substitute is obtained.

ARTICLE XXVII

FAMILY MEDICAL LEAVE

§1. The parties agree to comply with the requirements of the Family and Medical Leave Act (FMLA) of 1993. Neither the District nor the employees waive the right to exercise any prerogative or right under the Act.

§2. A year for FMLA purposes shall be deemed to begin September 1 of each year and end August 31.

ARTICLE XXVIII

JURY DUTY

When a teacher is called for jury duty he/she shall make a request in writing to the Superintendent for a leave of absence. When a teacher serves on jury duty, he/she shall be paid his/her regular salary during his/her absence. The monies or stipend received by said teacher for jury duty shall be turned over to the School District. Upon return to duty, the teacher shall submit a statement issued by the court clerk indicating the days of jury duty and the compensation received.

ARTICLE XXIX

INSURANCE

§1. Medical and Hospital: **See Exhibit B.**

~~_____ A. The District shall provide medical and hospitalization insurance for each Employee and their dependents with the following basic protection: The stipulated Blue Cross and Blue Shield Special Benefit Program benefits provide for most of the expenses when the subscriber needs hospital, surgical or medical care.~~

~~B. When the subscriber needs medical care or services not covered by Basic Blue Cross and Blue Shield benefits, the Major Medical Expense Program takes over and provides additional benefits as follows:~~

Major Medical Lifetime Maximum.....	\$1,000,000
Co-Insurance.....	80/20% to \$2,000 and 100% thereafter
Calendar Year Deductible.....	\$100.00
Effective January 2006	\$200 per person with \$500 family cap
Effective January 2008	\$225 per person with \$500 family cap
Out Patient Care Benefits	
Mental/Nervous Disorders.....	\$25,000 Lifetime Maximum
Out Patient Chemotherapy	
Unlimited Consultation	

~~C. Coverage is defined by the insurance contract and where so authorized by the insurer under existing policies or such insurance contracts as may be chosen in the future by the District with the consent of the Association in substitution thereof.~~

~~D. Effective January 1, 2009 the benefits of the medical and hospitalization plan shall be the same benefits as provided in the First Priority Life Insurance Company's Fully Funded Blue Care Traditional Plan, with the following change:~~

~~All changes that occur in the fully funded plan shall be applied to the district plan with the exception of the \$225 per person major medical deductible with a family cap of \$500.~~

~~The parties agree that medical benefit claims dispute will be handled by the First Priority Life Insurance Company's claims appellate process.~~

~~E. Professional Employees on leave who desire to continue coverage of this insurance under the group policy may do so at such Employee's own expense for such period of time as the insuring entity may allow.~~

~~F. Married couples who are both members of the bargaining unit shall not be eligible for duplicate coverage under the Blue Cross (medical) or Blue Shield (surgical) plans. Such married couples who were both employed prior to September 1, 1985 and who voluntarily relinquished such duplicate coverage prior to the date of the 1985-88 Agreement were entitled to the \$1,000 cost containment bonus payment, as provided in Section F of this Article, following ratification of the 1985-88 Agreement. Thereafter, the nonsubscribing spouse is eligible to reenroll under the provisions of the cost containment formula only where such reenrollment would not result in duplicate coverage for any bargaining unit member or dependent, such as in cases of divorce, separation, death, retirement or termination of employment of the subscribing spouse or similar just cause not resulting in duplication.~~

~~Married couples shall continue to each be eligible for \$1,000,000 maximum major medical insurance for a total of \$2,000,000. Where the nonsubscribing spouse must reenroll in substitution for the formerly subscribing spouse for any of the above causes not resulting in duplication or increased premium cost to the District, the Twenty Five Percent (25%) reenrollment contribution required by Section F of this Article shall not apply.~~

~~_____~~ G. Cost Containment Bonus Payments:

~~_____~~ The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing medical benefits to its Employees and limiting the future increases in those costs:

~~_____~~ (1) Full-time Employees who are enrolled in family coverage under the District medical plan and who are willing to discontinue that coverage at the start of any school year shall receive a one-time bonus payment of One Thousand Dollars (\$1,000) at the time for such discontinuance in consideration of the cost savings to the District. To be eligible for the bonus payment, the disenrollment must be for a minimum period of one (1) year. If such Employees later wish to reenroll in a District paid medical plan they may do so upon the condition that they contribute twenty-five percent (25%) of the total cost of the plan for the first twelve (12) months of their reenrollment. In the event an Employee enrolled in single coverage is willing to discontinue that coverage under terms similar to the above, a proportionate bonus payment based on the relative premium cost will be made. Employees receiving a bonus who terminate employment with the District in less than one (1) calendar year shall have deducted from final salary payments a pro-rata portion of the bonus.

~~_____~~ Employees who must reenroll or newly enroll in the District medical plan prior to a full year of disenrollment due to loss of alternative medical coverage or other emergency circumstances may do so, subject only to limitations imposed by the medical insurance plan or carrier, and provided that the Employee shall return to the District the pro-rata portion of the bonus payment corresponding to the balance of the original year of disenrollment.

~~_____~~ (2) All Employees newly enrolled in a District paid individual or family medical plan shall contribute twenty five percent (25%) of the total cost of the plan for the first twelve (12) months of their membership.

G. ***Retroactivity***

No health benefits shall be applied retroactively.

~~_____~~ H. Prescription Deductible

~~_____~~ Effective September 1, 1999 the \$5.00 prescription deductible will not be subject to reimbursement under the major medical provisions of Blue Cross/Blue Shield, except for all retirees, current and future. Retirees are excluded from this change in major medical reimbursement procedure.

§2. Life Insurance:

Each year during the term of this Agreement, the Board shall provide life insurance coverage for all full-time Employees in the amount of Fifty Thousand Dollars (\$50,000).

Individual Employees may increase their individual life insurance coverage at their own expense through the group contract.

§3. Dental Insurance:

The District shall pay 100% of the premium for dental insurance for each Employee subject to such terms and conditions acceptable to the District that the insuring entity may establish. ~~The District will provide Delta Dental Basic Plan A, or an equivalent plan, during the duration of this Agreement.~~

~~—————The District and the Association shall explore the possibility of a mutually agreeable change in dental insurance carrier to become effective in the second year (1986-87) of the Agreement.~~

~~Effective September 1, 1989, the District will pay 100% of the premium for a family dental insurance plan for Employees electing such coverage.~~

~~Effective September 1, 1990, the District will pay 100% of the premium for a Periodontic Rider for members of the bargaining unit and their dependents.~~

§4. Prescription Drug and Vision Insurance:

The District shall pay 100% of the premium for ~~prescription drug and~~ vision insurance plans for each Employee. ~~and their dependents.~~

~~—————Effective July 1, 2005 a \$0.00 co-pay provision for each generic drug prescription filled and a \$15.00 co-pay provision for a thirty (30) day supply for each name brand drug prescription filled will be added to the prescription drug plan.~~

~~Effective September 1, 1999 the prescription plan will be transferred from Blue Cross/Blue Shield to the PSEA Health and Welfare Fund. At the expiration of this agreement, the District shall have a one time option of maintaining the Prescription Drug Program with the PSEA Health and Welfare Fund or transferring the program back to Blue Cross/Blue Shield. Should the District exercise this option the Blue Cross/Blue Shield prescription program to be offered to bargaining unit members must be at least equal or superior to the program in effect during the 1998-1999 school year without reduction of any benefit or provision. Effective July 1, 2008 the prescription plan will be transferred from the PSEA Health and Welfare Fund to an identical District self funded plan with Blue Cross providing the Administrative Services. This plan shall be identical to the PSEA Health and Welfare Plan as of December 2007, noted in appendix 1. Diabetic Testing Materials shall be covered. Any subsequent change of insurance carrier may only be effected by mutual agreement of the parties.~~

~~Effective September 1, 1999 the District will no longer provide prescription coverage under the Blue Cross/Blue Shield Major Medical Health Insurance, except for retirees as described above in Section H.~~

ARTICLE XXX

ACCIDENTAL INJURY

A teacher who suffers an injury from an accident that occurred in the performance of his/her duties that is not self-inflicted or did not occur because of the teacher's negligence, shall be entitled to the first seven (7) days absence which directly resulted from said injuries with no deduction from salary or from accumulated sick leave for that period, provided, however, that the teacher shall return all Workmen's Compensation payments made for such period to the District.

ARTICLE XXXI

SALARY

§1. ~~Professional Employees of the District shall be paid in accordance with the Schedules hereto attached, made a part hereof, and marked Exhibits A-1, A-2, and A-3, for a full One Hundred Eighty Six (186) day contract as provided for in Article XII.~~ Step placement on said schedules shall be as set forth in the step placement chart attached to this Agreement as Exhibit A: **Year 1- Freeze (vertical and horizontal); Years 2 and 3 – Step movement only.**

§2. Permanent substitutes who are retained for a subsequent year will advance one (1) step on the salary scale for each year of service to the District.

§3. Mentor teachers shall receive a payment *of Twelve Hundred Dollars (\$1,200)* annually for each contract year in which they satisfactorily perform induction duties. ~~required, as follows:~~

2008-09	————	\$1,000
2009-10	————	\$1,100
2010-11	————	\$1,200

Effective September 1, 1994, payment shall be made in two (2) equal installments; i.e., 50% in the first January pay and 50% in the last June pay.

§4. Summer Pay: A maximum of five percent (5%) of the professional employees per year will receive a lump sum payment upon request. This check shall be received along with the final check of June. If more than five percent (5%) of the professional employees apply during any year, the first five percent (5%), in order of date of application received, will be granted.

ARTICLE XXXII

EXTRA PAY - EXTRA DUTY

~~§1. The District has a policy to provide for additional compensation for certain activities outside usual professional assignments. This policy is reviewed annually and when adopted by the District shall be considered an integral part of this contract for the applicable year. Extra pay extra duty units will not be lowered during the duration of this Agreement without agreement of the committee and the individual involved. No extra pay extra duty job shall be discontinued nor shall any change in personnel chosen to perform such duty become effective in any such year until after written notice has been given to the individuals concerned. All changes made during any term of this Agreement shall be subject to the "Meet and Discuss" provisions of Article XXXIX of this Agreement. Compensation for coaching and non-coaching activities shall be increased as follows:~~

2008-09	3.8%
2009-10	3.8%
2010-11	3.8%

~~§2. When the regular season is extended for interscholastic competition, Coaches shall receive additional compensation in accordance with the following plan:~~

- ~~A. For any participation in interscholastic competition that is post season —post season shall be defined as any competition beyond the scope of the regular season contests where a team must qualify to compete.~~
- ~~B. Cheerleading Advisors, Band Directors and Assistant Band Directors:~~

	2002-2008
Coaches and Athletic Trainers	\$250
Assistant Coaches and Category B	\$150

ARTICLE XXXIII

MISCELLANEOUS SALARY PROVISIONS

§1. The basic salary of a guidance counselor shall be the same as for a teacher with the exception that they shall be paid on a per diem basis for each additional day worked after the conclusion of the school term and this per diem shall be based upon the salary established for the next school year.

§2. Any professional Employee who has rendered service to the District for a total of twenty-five (25) years and who desires to retire at the termination of the next year of service shall, upon giving notice of such retirement on or before the first day of May of the preceding school year, be paid the sum of Five Hundred Dollars (\$500.00) in addition to the salary otherwise payable to that Employee under

the terms of Exhibit "A", provided that such an Employee does in fact retire during the succeeding school year. Employees may be permitted to rescind their decision to retire only by notifying the Superintendent of such decision prior to April 1st of the intended year of retirement. Payment made pursuant to this Article shall be deducted from the remaining salary payments of an Employee who rescinds his or her decision to retire.

§3. A *current* department chairperson *stipend* shall *remain at the rate in place at the conclusion of the 2008-2011 CBA. Any individual newly appointed to department chairperson shall receive a Six Hundred Dollar (\$600) annual stipend above his/her base salary.* receive the following increase to his/her current department chairperson stipend:

September 1, 2008 <i>2011</i>	3.8%
September 1, 2009 <i>2012</i>	3.8%
September 1, 2010 <i>2013</i>	3.8%

§4. All newly hired bargaining unit members in their first full year of employment with the District shall receive a bonus payment, which shall not become part of base salary, in an amount equal to Twenty Five Percent (25%) of the medical insurance cost for the plan for which they are eligible. This bonus payment will be rounded to the nearest Five Dollars (\$5.00) and will be a one-time payment, not renewable in a subsequent year of employment.

§5. Early Retirement Incentive:

Early retirement incentives will be provided at the discretion of the District.

~~Effective September 1, 1981, all professional Employees who retire at age 61, but not later than the beginning of the school year when they will become sixty two (62) years of age will receive an early retirement payment of One Thousand Five Hundred Dollars (\$1,500) provided that they must meet all of the following prerequisites and conditions:~~

~~A. Conditions:~~

- ~~(1) The professional Employee must have attained the age of fifty five (55) and have twenty-five (25) or more years of credited teaching service.~~
- ~~(2) To be eligible for this benefit, the professional Employee must retire no later than the beginning of the school year (September 1) in which the Employee will reach his/her 62nd birthday.~~
- ~~(3) Written notice of retirement must be given to the Superintendent no later than six (6) full calendar months prior to the date of retirement.~~
- ~~(4) The retirement must be absolutely voluntary on the Employee's part.~~
- ~~(5) This amount shall not be considered as part of the annual salary in the year of retirement for purposes of computing retirement benefits.~~

~~(6) This retirement benefit shall not apply to retirees who receive disability retirement benefits.~~

~~(7) The retiree shall actually retire from the Pennsylvania Public School Retirement System on the designated date of retirement. (Retirement shall be defined in terms prescribed by the Pennsylvania Public School Retirement System.)~~

B. Additional Benefits:

~~(1) Effective December 20, 2007, Employees retiring between 55 and 60 years of age who have twenty five (25) or more years of credited teaching service will receive, under the same prerequisites and conditions stated in A. (3), (4), (5), (6), (7) above, payment of Blue Cross/Blue Shield premiums for either single person or husband and wife coverage from the time of retirement until age 65 under the same prerequisites and conditions stated in A. (3), (4), (6), (7) above and B. (3) below.~~

~~Effective June 1, 1997 all retired recipients of paid health insurance coverage shall be required to apply to PSERS for any subsidy available to them for their use in paying premiums for health insurance and in cases where the District is making payments on retiree's behalf, said retiree shall remit any sums received from PSERS for health insurance premiums to the District in order to reduce payments by the District. The sum is currently Fifty-five Dollars (\$55) per month. In the event the amount reimbursable from PSERS is increased, decreased or rescinded, the required contribution shall increase, decrease or be rescinded in accordance with the change(s) effectuated.~~

~~The herein described method of direct monthly co-payment to the District by the retiree shall cease when and if PSERS changes their by laws whereby this payment will be made directly to the health insurance carrier or the District. In the event that PSERS or Blue Cross/Blue Shield, the health insurance carrier, denies approval for the method of direct payment to the District or health insurance carrier, the retiree will continue to receive this payment directly. Said retiree shall continue to remit to the District any such reimbursement sum received from PSERS.~~

~~(2) Effective December 20, 2007, Employees retiring between 52 and 54 years of age who have thirty (30) or more years of credited teaching service will receive, under the same prerequisites and conditions stated in A. (3), (4), (5), (6), (7) above, payment of Blue Cross/Blue Shield premiums for either single person or husband and wife coverage from the time of retirement until age 65 under the same prerequisites and conditions stated in A. (3), (4), (6), (7) above and B. (3) below.~~

~~(3) Premium payments for Employees selecting the Blue Cross/Blue Shield option under (1) or (2) above shall cease should the following occur:~~

~~(a) The retired Employee applies for and receives Social Security benefits.~~

~~(b) The retired Employee assumes other employment and is entitled to similar coverage thereunder.~~

~~(c) If the retired Employee dies, single person premium payments by the District shall continue until the surviving spouse dies, remarries, applies for and receives Social Security benefits or the retired Employee would have reached age 65.~~

~~If Section 5. Early Retirement Incentive is declared unlawful by a court, the parties will, within thirty (30) days, negotiate language which reflects the current language. If the parties cannot agree, they will submit to binding interest arbitration. The arbitrator shall pick the proposal which most closely reflects the current agreement.~~

ARTICLE XXXIV

PAYROLL DEDUCTION AND TAX-SHELTERED ANNUITIES

§1. Provisions for payroll deductions will be made by the District for Employees who wish to participate in a bank payroll deduction plan or a Northeastern Federal Credit Union payroll deduction plan. The Association will poll its membership and notify the District of its choice of either a bank or credit union payroll deduction plan. ***All employees will be paid through payroll deduction at commencement of agreement.***

§2. Effective September 1, 1985, the District will make provisions for up to two (2) additional payroll deductions for Employees who wish to participate. The Association will poll its membership and notify the District of the selection after having received signed requests from at least one-half (1/2) of the bargaining unit members eligible for the particular deduction and written approval of the institution to receive the deductions. A maximum of two (2) such payroll deductions will be provided during the term of the 1985-88 Agreement. Notification by the Association must be made no later than August 15th in order to be effective for that school year.

§3. PAYROLL DEDUCTION FOR PACE CONTRIBUTIONS

Effective upon ratification of this Agreement the District will provide payroll deductions for PACE contributions. The Association shall provide the District with signed authorization forms for all Association members wishing to participate in the program. The Association will also provide the District with the specific amount of deductions to be made.

§4. It is hereby agreed by and between the parties that effective September 1, 1985, payroll deductions for tax-sheltered annuities will be made each bi-weekly pay period as opposed to the previous practice of making the deductions every other pay period.

It is also agreed that payroll deductions for tax-sheltered annuities may be initiated once per year with thirty (30) days written notice.

It is further agreed that increases or decreases in the amount of the annuity premium may be made once annually, with thirty (30) days written notice.

Amounts deducted from payroll shall be remitted to the carrier within seven (7) days of receipt of billing. Any billing errors on the part of the carrier, or deviation from the normal billing, which are noted by the District, shall be called to the attention of the employee.

ARTICLE XXXV

SEVERANCE PAY

§1 When a professional Employee becomes eligible for benefits under the Pennsylvania Retirement System and applies for same, the Board will reimburse the Employee Twenty Percent (20%) of one one hundred eighty-sixth (1/186th) of the professional Employee's salary as required by the then current salary schedule for every unused sick day up to a maximum of Twelve Percent (12%) of the professional Employee's then current salary as determined by the schedule. Upon the death of said Employee, this benefit shall be paid to the Employee's beneficiary as designated on the Retirement System records.

§2 *403b Plan*

The District and the Association agree the monies paid to employees eligible for the retirement incentive and the monies paid to the employees eligible for reimbursement for unused sick days shall be deposited into a 403(b) tax sheltered annuity account established by the eligible employee. The 403(b) account must be established prior to the employee's separation from service. Failure to establish the account shall result in the employee forfeiting the benefit.

The District contribution into the 403(b) tax sheltered account shall be in an amount equal to any and all monies due to the eligible employee at the time of retirement. No cash option will be available.

All contributions are limited to the employee's IRS limits. If there are excessive contributions, those contributions will be made to the eligible employee's account in the next subsequent year up to the IRS limit.

All District contributions into 403(b) accounts under this Agreement shall be deposited into the qualified 403(b) account established for each eligible employee with the PSEA endorsed vendor, who shall be *responseible* for administering such programs. ***All costs to be borne by investors.***

ARTICLE XXXVI

REIMBURSEMENT FOR GRADUATE CREDIT

§1. The District shall pay the total tuition cost per credit up to the amount listed below for each college or graduate credit at an accredited college or university upon satisfactory completion of such courses: (costs shall not include books, transportation or supplies).

_____ Tuition Reimbursement per credit:	
_____ 2002-03	_____ \$200
_____ 2003-04	_____ \$200
_____ 2004-05	_____ \$250

~~Effective September 1, 2005 the District will pay the total tuition cost \$300.00 per credit, up to an amount equal to the average tuition rate between East Stroudsburg University and Penn State University (Main Campus — all other programs). The rate will be calculated each year using the Fall Semester graduate tuition rate from each university.~~

In order to qualify for the above reimbursement, the following shall first be met:

A. ~~Maximum reimbursement for each individual teacher will be limited to twelve (12) credits in any one (1) year and will also be limited to thirty-six (36) credits total lifetime reimbursement by the Abington Heights School District, **provided they are part of a Master's program.** In addition to the above lifetime reimbursement cap, the Abington Heights School District shall reimburse each individual teacher for a maximum of six (6) graduate credits at the above rate in any one contract year providing such credits are pre approved by the Superintendent (or his/her designee) and are reasonably related to the teacher's area of certification or related to courses which would assist the teacher in the general understanding of current trends in methodology, in understanding of student behavior or be a required elective in an approved graduate degree program. Such approval shall not be unreasonably withheld. Excess credits in any one year may not be carried over to a subsequent year for reimbursement.~~

~~_____~~ B. ~~If the course is in the teacher's subject area, pre-approval by the Superintendent is not necessary but the teacher must notify the Superintendent on forms to be supplied before the course is begun. **All credits must be pre-approved by the Superintendent.**~~

~~_____~~ C. ~~If the course is not in the teacher's subject area, pre approval by the Superintendent is necessary before the course is begun. If the Association proves to an arbitrator that the Superintendent or his designee acted in an arbitrary or capricious manner, then the arbitrator shall have the authority to reverse the decision.~~

D. Reimbursement for credits cannot be duplicated.

E. Reimbursement shall be made after submission of an official transcript or any reasonable documentary evidence and continuity of service is assured to the end of the school year. **An employee who leaves the District after receiving this benefit will be responsible for reimbursement as**

follows: Employees who receive credit reimbursement are expected to remain employed by the Abington Heights School District for at least four (4) years after payment is made by the District. If the employee voluntarily leaves service to the District after receiving credit reimbursement, he/she shall be liable to repay the District for the amount reimbursed at the rate of 100% if not completing the first school year after receiving the reimbursement, 75% if not completing the second school year after receiving the reimbursement, 50% if not completing the third school year after receiving the reimbursement, and 25% if not completing the fourth school year after receiving the reimbursement. Teachers accepting the credit reimbursement will sign an acknowledgment that they agree to comply with these contractual stipulations.

F. No reimbursement shall be made for pre-employment credits.

G. No reimbursement will be made for video, TV or correspondence courses or for any course which travel is a component except for educational travel such as total immersion foreign language coursework.

H. This benefit shall not be available for teachers who are in their first year of employment in the Abington Heights School District. *To be eligible for reimbursement the course must begin in the second full school year of employment.*

I. Effective 2004-05 school year, a maximum of six (6) credits may be from on-line courses, provided they are part of a Master's program. ~~If the Master's program is completed, six (6) additional on-line credits may be taken as part of another Master's program.~~

ARTICLE XXXVII

MILEAGE REIMBURSEMENT

§1. Any member of the bargaining unit who is required or requested to use his or her personal automobile for school related travel shall be reimbursed for all approved mileage at the current rate. Mileage reimbursement shall be at the rate approved by the Internal Revenue Service for business expense deductions, unless a lesser rate is mandated by state law.

§2. Mileage reimbursement shall not apply to coaches' scouting trips. Coaches shall work out arrangements with the Athletic Coordinator as previously arranged.

ARTICLE XXXVIII

CURRICULUM RESEARCH AND DEVELOPMENT

The Board recognizes the desirability for a continuing program of curriculum research and development and also recognizes that Employees participating in such a program should be compensated for time and efforts beyond the scope of the regular school day. Therefore, when such a program is established, the Employees involved shall be either: 1) given released time to work on such curricula projects, or 2) be compensated either in money or by the granting of approved credits or by a combination thereof as the District and the individual Employee concerned might agree.

ARTICLE XXXIX

MEET AND DISCUSS

In accordance with the provisions of Section 301(17) of the Public Employee Relations Act, it is agreed that matters of mutual concern should from time to time be discussed by the representatives of both parties to this Agreement. ~~In order to effectuate any orderly process for this purpose, the following procedure is hereby established:~~

~~_____ A. _____ Either party which considers that it has a matter of mutual concern not covered herein to which no mutually satisfactory solution has been reached through the office of the school Principal, or which is District wide in character and so beyond the scope of authority of any Principal of a school, shall notify the other party in writing prior to the 20th day of any month of the school year setting forth the nature of the matter on which discussion is sought. On the first day of each month, or as soon thereafter as a mutually convenient date can be decided upon, representatives of the Association, not to exceed three (3) in number shall meet with the Superintendent or his designee, not to exceed three (3) in number, at which meeting such matter will be freely discussed and all facts, opinions or proposals freely exchanged in an effort to reach a mutual understanding and agreement. The Superintendent shall give his conclusions of such meeting in writing within fifteen (15) days after such meeting.~~

~~_____ B. If dissatisfied with the Superintendent's conclusions, the views of the Association may be reduced to writing and submitted to the Board through the office of the Superintendent with the request for hearing. Discussion thereon will be held at the first meeting of the Board convened more than fifteen (15) days after receipt of such request but in no event more than thirty six (36) days after such submission and, upon request of either party, any person involved in the disputed matter shall attend the meeting.~~

~~_____ C. _____ At all stages of the above procedure either party may be represented by counsel.~~

ARTICLE XL

GRIEVANCE PROCEDURE

§1. A grievance which arises out of the interpretation of this Agreement shall be resolved in accordance with the following procedure:

§2. STEP 1: If an Employee or the Association has a grievance on the interpretation of the Agreement, he/she/it shall present the grievance in writing to his/her building Principal or, in the case of the Association, to the building Principal(s) directly involved within twenty (20) days after the Employee (or the Association in case of an Association grievance) was aware of the grievance or should have reasonably known of the grievance, otherwise the right to grieve is lost. The Principal shall make his reply in fifteen (15) days after receipt of the grievance.

§3. STEP 2: If the grievance is not satisfactorily settled, the grievant may deliver the grievance to the Superintendent within fifteen (15) days after the Principal made his reply; otherwise,

the right to proceed is lost. The Superintendent shall make his reply in fifteen (15) days after the receipt of the grievance.

§4. STEP 3: If the grievance is not satisfactorily settled, the grievant shall deliver the grievance to the Board of Education within fifteen (15) days after the Superintendent made his reply; otherwise, the right to proceed is lost. The Board shall make its reply in fifteen (15) days after receipt of the grievance.

§5. STEP 4: If the grievance is not satisfactorily settled, the Association may process the matter to arbitration by sending a written demand for arbitration to the Pennsylvania Bureau of Mediation with a carbon copy to the Superintendent within fifteen (15) days after the Board made its reply; otherwise, the right to proceed to arbitration is lost.

§6. The arbitration shall be before one (1) arbitrator selected from a panel of arbitrators submitted by the Pennsylvania Bureau of Mediation. His/her decision shall be final and binding upon all parties except as otherwise provided by law. His/her fees and expenses, if any, shall be shared equally by the Board and the Association.

§7. The arbitrator shall make his/her finding and render his/her decision to resolve the grievance, based upon the provisions of this Agreement, provided that the arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any term of this Agreement, or to render an award contrary to any applicable law. The arbitrator shall have authority only to decide the issue presented to him/her.

§8. Time limits set forth in this Article may be extended or reduced by an agreement in writing signed by representatives of both parties.

§9. If the building Principal and/or Superintendent and/or Board of Education do not make a reply in the time limits set forth above, the time for the grievant to proceed to the next step shall begin from the last day allowed for the building Principal and/or Superintendent and/or Board of Education.

ARTICLE XLI

CONSTRUCTION

The Association and the District agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

ARTICLE XLII

SEPARABILITY

In the event that any provision of this Agreement shall be held illegal by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or

decree no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid and not subsisting, except to the extent permitted by law. All other provisions of the Agreement shall remain in full force and effect.

ARTICLE XLIII

MAINTENANCE OF WORKING CONDITIONS

~~Except as herein expressly provided, this Agreement shall not be construed to alter, modify or amend any standards or terms and conditions of employment extant on the date of the execution of this Agreement, including present recognition of State certification of Master's equivalency.~~

ARTICLE XLIV

NO STRIKE - NO LOCKOUT

The parties to this Agreement agree to abide by the provisions of the Pennsylvania Public Employee Relations Act of 1970 and the District pledges that it will not conduct or cause to be conducted a lockout and the Association pledges that it will not engage in or condone a strike as that term is defined in the above Act during the term of this Agreement.

ARTICLE XLV

WAIVERS

The Board and the Association acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire Agreement between the parties for the duration of the life of this Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement, except as otherwise agreed by the parties in writing.

ARTICLE XLVI

HEADINGS

Any headings preceding the text of the several Articles hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XLVII

NOTES TO EXHIBITS "A"

~~§1. Initial placement of bargaining unit members on the 1988-89 salary schedule has been agreed upon between the Board and the Association.~~

~~Upon ratification of the Agreement, if any professional Employee questions his/her step or column placement he/she shall notify in writing the School District and the Association within fifty (50) calendar days or he/she will be presumed to have finally agreed with the placement. If there is anyone who provides timely notice, such notice shall be treated as a grievance which the School District shall investigate by reviewing the personnel record of the professional Employee. On the basis of such record the School District shall make a determination whether the Employee has been properly placed. Any dispute(s) remaining shall be heard on an expedited basis by an Arbitrator selected by the parties who shall have the obligation of making a final decision as to the proper step or column of such objecting Employee. The grievant shall have the burden of proving that the placement was based upon actual error in the records upon which the placement was based. Any dispute or grievance not filed within the fifty (50) day period shall be permanently barred from arbitration.~~

~~§2. A teacher completing the requirements changing his/her category, i.e., from Bachelor's to Bachelor's plus 24, shall move to the appropriate step in the new category, viz; Bachelor's Step III to Bachelor's plus 24, Step IV, the following year.~~

~~§3. The Schedules do not include supplementary payments paid for department heads and coaches.~~

~~§4. Increments provided for in this salary plan will be paid in accordance with the step placement chart until the teacher reaches the maximum of his/her schedule. However, if the school Administration rates a teacher unsatisfactory for a school year, the total amount of such teacher's yearly and supplemental increments for the following year shall not exceed the amount of the minimum stated mandated yearly increment. If such teacher's salary exceeds the state mandated salary for his/her classification, he/she shall not receive any increment. Teachers will be informed by written notice of incidents which might lead to an unsatisfactory rating before the end of each semester. Written notice of an unsatisfactory rating shall be given to the teacher before the end of each semester. Such teacher shall have the right to appeal to the Board of School Directors by written appeal filed with the Superintendent within fifteen (15) days from receipt of the notice of the unsatisfactory rating. Any Employee who objects to having received an unsatisfactory rating may, in lieu of appeal as above provided, utilize the grievance procedure as set forth in this Agreement inclusive of Step 4 thereof.~~

~~§5. Salaries shall change on September 1st of each year.~~

~~§6. All teachers' college credits shall be substantiated.~~

~~§7. Entry level salary for newly hired teachers shall be as agreed between the individual teacher and the District.~~

~~§8. The interpretation and application of this salary policy shall be administered by the Administration and the Board of School Directors except as established by this Agreement.~~

~~§9. To be eligible for a step increase beginning with contract year 1989-90, an Employee must have worked or been in paid leave status for ninety three (93) work days during the previous contract year. Paid leave for purposes of this section includes sabbatical leave or any leave for which full salary is paid.~~

~~§10. In change of category based upon credits, all such credits must be received subsequent to the awarding of the Degree, provided however, that this shall not be applied to "in-service credits" granted after June 1, 1970 under Article XXXVIII hereof which shall be deemed an approved credit whether obtained before or after the awarding of the Degree.~~

~~§11. Horizontal movement from one salary column to another after initial placement on the 1988-89 salary schedule shall be limited to credits which meet the following criteria:~~

~~A. Movement from B up to M+36 for individuals holding an earned Master's Degree or a Master's equivalency earned prior to September 1, 1989, may be based on any graduate credits, **4 year baccalaureate**, college credits or in-service credits.~~

~~B. Movement from M up to M+36 for individuals holding a Master's Degree or equivalency earned on or after September 1, 1989, shall require **a 4 year baccalaureate**, college or graduate credits only, except that any individual employed as of June 1, 1989 and who subsequently earns a Masters degree may also use inservice credits for movement to M+36~~

~~C. Movement to salary columns beyond M+36 will require graduate credits only, after initial placement on the 1988-89 salary schedule.~~

~~D. Credits earned as of August 31, 1988, which would have qualified an employee for partial credit toward horizontal movement to a column beyond actual placement, shall be grandfathered.~~

ARTICLE XLVIII

SECTION 125 PLAN

Effective ~~December 20, 2007~~, the District shall establish a Section 125 Plan that meets all requirements and regulations of Section 125 of the IRS Code. The Section 125 Plan shall include a Section 125 Flexible Spending Account Program for Medical and Dependent Care Expenses which will begin on September 1, 2008. The Medical maximum shall be \$3000 annually, and the Dependent Care maximum shall be \$5000. **[we do not know if amounts are accurate]**

ARTICLE XLIX

DURATION

The terms of this Agreement shall begin on September 1, ~~2008~~ **2011** except as otherwise expressly provided in this Agreement, and continue in force and effect through August 31, ~~2011~~ **2014** and thereafter from year to year, provided that, if either party to this Agreement desires to terminate or amend this contract, they shall give written notice to the other party within the time limits established by the Pennsylvania Public Employee Relations Act. **[at least three years – but negotiable]**

NOW, THEREFORE, this Agreement having been duly ratified by the Abington Heights Education Association and adopted by official action of the Abington Heights Board of School Directors and in consideration of the mutual covenants and promises contained herein, shall constitute the Agreement between the Association and the Board for the period September 1, ~~2008~~ **2011** through August 31, ~~2011~~ **2014**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed
this _____ day of _____, ~~2008~~ **2011** in Clarks Summit, Pennsylvania.

ABINGTON HEIGHTS
EDUCATION ASSOCIATION

ABINGTON HEIGHTS
SCHOOL DISTRICT

Exhibit A-1

ABINGTON HEIGHTS SCHOOL DISTRICT

**Salary Schedule
2008-2009**

STEP	BA	B+24	B+36/ME/M	M+18	M+36	M+48	M+
1	41640	42940	44265	46665	48965	50065	5
2	42240	43540	44865	47265	49565	50665	5
3	42840	44140	45465	47865	50165	51265	5
4	43440	44740	46065	48465	50765	51865	5
5	44040	45340	46665	49065	51365	52465	5
6	44640	45940	47265	49665	51965	53065	5
7	45815	47115	48440	50840	53140	54240	5
8	47065	48365	49690	52090	54390	55490	5
9	48290	49590	50915	53315	55615	56715	5
10	49505	50805	52130	54530	56830	57930	5
11	50750	52050	53375	55775	58075	59175	6
12	51975	53275	54600	57000	59300	60400	6
13	53825	55125	56450	58850	61150	62250	6
14	56025	57325	58650	61050	63350	64450	6
15	59875	61175	62500	64900	67200	68300	6

Exhibit A-2

ABINGTON HEIGHTS SCHOOL DISTRICT

**Salary Schedule
2009 - 2010**

STEP	BA	B+24	B+36/ME/M	M+18	M+36	M+48	M
1	43724	45024	46349	48749	51049	52149	5
2	44324	45624	46949	49349	51649	52749	5
3	44924	46224	47549	49949	52249	53349	5
4	45524	46824	48149	50549	52849	53949	5
5	46124	47424	48749	51149	53449	54549	5
6	46724	48024	49349	51749	54049	55149	5
7	47899	49199	50524	52924	55224	56324	5
8	49149	50449	51774	54174	56474	57574	5
9	50374	51674	52999	55399	57699	58799	5
10	51589	52889	54214	56614	58914	60014	6
11	52834	54134	55459	57859	60159	61259	6
12	54059	55359	56684	59084	61384	62484	6
13	55909	57209	58534	60934	63234	64334	6
14	57709	59009	60334	62734	65034	66134	6
15	60875	62175	63500	65900	68200	69300	7

Exhibit A-3

ABINGTON HEIGHTS SCHOOL DISTRICT

**Salary Schedule
2010 - 2011**

STEP	BA	B+24	B+36/ME/M	M+18	M+36	M+48	M
1	46059	47359	48684	51084	53384	54484	5
2	46659	47959	49284	51684	53984	55084	5
3	47259	48559	49884	52284	54584	55684	5
4	47859	49159	50484	52884	55184	56284	5
5	48459	49759	51084	53484	55784	56884	5
6	49059	50359	51684	54084	56384	57484	5
7	50234	51534	52859	55259	57559	58659	5
8	51484	52784	54109	56509	58809	59909	6
9	52709	54009	55334	57734	60034	61134	6
10	53924	55224	56549	58949	61249	62349	6
11	55169	56469	57794	60194	62494	63594	6
12	56394	57694	59019	61419	63719	64819	6
13	58244	59544	60869	63269	65569	66669	6
14	60044	61344	62669	65069	67369	68469	6
15	61875	63175	64500	66900	69200	70300	7

**LETTER OF UNDERSTANDING BETWEEN THE ABINGTON HEIGHTS
SCHOOL DISTRICT AND THE ABINGTON HEIGHTS EDUCATION ASSOCIATION**

Subject: Assignment of Teaching Periods

It is mutually understood that the District retains the right to assign teaching staff. As in the past the district may assign teachers in the high school to a sixth daily teaching period in order to keep class size reasonable, to provide greater flexibility in scheduling and programs, or where the District grants the request of a teacher for such an assignment. ~~The District does not intend to utilize its right to assign teachers to a sixth teaching period for the purpose of enabling it to furlough staff.~~

It is further understood that no teacher in the District will be assigned to a seventh daily teaching period, which is defined for this purpose as a teaching period of thirty (30) minutes or more in length.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

President

President

_____, 2008

**LETTER OF UNDERSTANDING BETWEEN THE ABINGTON HEIGHTS
SCHOOL DISTRICT AND THE ABINGTON HEIGHTS EDUCATION ASSOCIATION**

Subject: Planning Time

~~The Association recognizes that the Board has, by law, discretionary authority over the scheduling of school programs in the various buildings of the District and that in the exercise of that discretion the Board may establish and, from time to time, amend the periods of time available to teachers during the teacher day for planning. The Board recognizes the need for planning time during the teacher day as specified in Article XIII of the collective bargaining agreement.~~

~~The Board has no intention to alter or diminish the amounts of time available in the various buildings for teacher planning time. The Association recognizes that this assurance of the Board's present intent does not in any way restrict the Board's right to exercise its discretionary authority over scheduling in the future.~~

~~Effective September 1, 1988, middle school team teachers who are assigned a sixth (6th) teaching period and have their planning time altered shall be granted relief from all duties which shall provide a minimum of twenty five (25) consecutive minutes in addition to his/her regular planning time, providing his/her total planning time shall not be diminished.~~

The District reserves the right to assign planning time.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

President

President

_____, 2008

AGREEMENT

BETWEEN

ABINGTON HEIGHTS SCHOOL DISTRICT

AND

**ABINGTON HEIGHTS EDUCATION
ASSOCIATION**

~~2008--2011~~

2011 - 2014

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