



*Collective Bargaining Agreement*

*Between:*

Schuylkill Intermediate Unit 29 Board of Directors

and

Intermediate Unit 29 Education Association /PSEA/NEA

*For the years*

2020-2021, 2021-2022, 2022-2023

# COLLECTIVE BARGAINING AGREEMENT

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**PREAMBLE:**

**THIS COLLECTIVE BARGAINING AGREEMENT** (the “Agreement”) is made by and between the SCHUYLKILL INTERMEDIATE UNIT 29 BOARD OF DIRECTORS and INTERMEDIATE UNIT 29 EDUCATION ASSOCIATION/PSEA/NEA for the years 2020 – 2021, 2021 – 2022 and 2022 – 2023.

**WHEREAS**, the parties have agreed to certain terms and conditions that they desire to memorialize in writing.

**WHEREAS**, Section I of the Agreement relates to professional teaching employees.

**WHEREAS**, Section II of the Agreement relates to behavior interventionist and mental health therapist employees.

**NOW, THEREFORE, intending to be legally bound, the parties agree as follows:**

**Section I: Professional Teacher Employee Contract Terms**

ARTICLE 1. RECOGNITION

The Schuylkill Intermediate Unit #29 Education Association/PSEA/NEA (“Association”), is hereby recognized by Schuylkill Intermediate Unit 29 Board of directors (“Board”), as the bargaining agent for the professional teaching employees under Pennsylvania Law (Acts 88, 195, and all other applicable laws) providing for collective bargaining for public employees.

ARTICLE 2. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2020 to June 30, 2023 or such later date as both parties may hereinafter agree shall be the later ending date. Any such extended ending date shall be evidenced as an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

ARTICLE 3. NO LOCK OUT-STRIKE PROVISION

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this

Agreement to which the parties have agreed, the employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement and the bargaining agent pledges that members of the Bargaining Unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement.

#### ARTICLE 4. WAGES AND SALARY PROVISIONS

##### A. Wages and Salary

The parties agree that wages and salaries to be effected by the Agreement are accurately reflected in the provisions below.

In the event that the term of this Agreement shall be extended as provided in Article 2 above, and in the event that changes in wages and salaries are mutually agreed upon, then a revised wages and salary provisions shall be executed by the parties and attached to and made part of this Agreement.

For the duration of this contract, the salary tracks will be: Bachelor, Masters, Masters+30, Masters+45, and PhD/ED.D. Professional and temporary professional employees advancing to another track must provide documentation that the credits are:

- Masters through and including PhD/ED.D track – graduate level credits at an approved college or university only.
- Masters equivalency PDE certifications will not be recognized for salary adjustment purposes after September 1, 2011. Prior Master equivalency certifications will be recognized in the Masters column but will not be eligible for salary adjustments across Master plus columns.
- Track advancement from Masters thru PhD/ED.D will be \$1,200 per track. Track increments are not retroactive.

##### B. Salary Increases

The salary increases will be as follows:

- The annual increase shall be based on the average from the member school districts, with a minimum increase of \$1,400 for each year of the contract. The average increase in the member school districts (total dollars bargained divided by the total number of employees) shall be divided by the number of member districts used. Any contracts unsettled as of July 31st of that budget year shall not be used in the calculation.

- The calculation of the average wage change shall be completed no later than August 10 of that budget year. The salary change for each year of this agreement will be developed using the IU29 member school average salary change.
- If any member school districts' salary information is in question the Association, the IU Executive Director, and the IU Business Manager shall work together and agree upon the correct number to be used in the salary calculation.
- After implementing contractual salary increases in a given year, should a member of the professional staff have a salary that is calculated lower than the current average starting salary of the Schuylkill Intermediate Unit member districts, that professional staff member shall be given an increase in salary to equal the current average starting salary of the Schuylkill Intermediate Unit member districts.
- All salary increases are retroactive to the beginning of the 2020-2021 contract year.

C. Entry Level Salaries

The entry-level salary shall be based on the average of the entry-level salaries of the member school districts. If a district has an open or undefined salary it shall not be used in the calculation of the average entry-level wage. The calculation of the entry-level salary shall be completed no later than August 10 of that budget year.

D. Extra-Curricular Activities Compensation

Annual lump sum stipends for extra-curricular activities shall be paid as follows:

Newspaper (maximum of 1)	\$1,350.00
Senior Class Advisor (maximum of 1)	\$1,350.00
Christmas Show/Talent Show Lead Coordinator (maximum of 1)	\$1,350.00



## ARTICLE 5. HEALTH INSURANCE AND OTHER INSURANCE BENEFITS

### A. Insurance Protection Plans

The Board agrees to provide insurance plans for hospitalization and prescription drug coverage for all eligible employees, including his/her spouse and dependents. Selection of the insurance plan will be annual and must be in writing with notification to the Business Office no later than June 1 with an effective date of July 1 for the subsequent year. Should an employee fail to submit a selection form on or before June 1 coverage will continue based on the prior year's plan.

All eligible employees will be eligible for the following insurance plan:

1. PPO Qualified High Deductible Health Plan (QHDHP) with a Health Savings Account (HSA) (Benefit Highlight Sheet attached)

Upon implementation, the Board will establish an appropriate Health Savings Account Plan consistent with applicable laws, rules and regulations. The Board may modify such HSA from time to time as required to meet the then applicable regulations. The Intermediate Unit will make employer contributions into each employee HSA based upon the schedule below. Employer contributions will be deposited biannually during the first week of the calendar year for the January 1<sup>st</sup> contribution and the last week of June.

Funding Schedule:

2020 - \$1,250 Single / \$2,500 Two-Party & Family  
2021 - \$1,250 Single / \$2,500 Two-Party & Family  
2022 - \$1,250 Single / \$2,500 Two-Party & Family  
2023 - \$1,250 Single / \$2,500 Two-Party & Family

Employees will be eligible to make additional contributions into the HSA on a voluntary basis, based on IRS guidelines for the applicable calendar year. The Board of Directors reserves the right to amend contributions to post-tax contributions depending on further guidance of the Affordable Care Act regulations that are not final at this point.

The Employer agrees to cover the monthly service charge for each member's account. This does not include the investment fee if a member decides to open an investment account through the HSA provider.

B. Dental Care Insurance

Benefits as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan, or equivalent coverage for the employee and their enrolled dependents. The Board will pay the premium for such insurance.

C. Waiver of Insurance Coverage

Beginning July 1, 2017 an employee eligible for health insurance coverage through his/her spouse may decline board paid insurance and shall be entitled to a stipend based on the number of employees waiving their insurance coverage during each year of this contract. Stipend amounts are determined by the number of employees waiving insurance coverage as of July 1 as indicated below:

- a. If 11 or more employees opt-out of insurance coverage a \$5,000 stipend will be paid to each employee waiving coverage
- b. If 10 or less employees opt-out of insurance coverage a \$2,000 stipend will be paid to each employee waiving coverage

To be eligible for the stipend, the employee must withdraw from enrollment in the Schuylkill Intermediate Unit health insurance coverage, with the exception of Income Protection, for a minimum period of one (1) school year. Employees must provide written notification and proof of alternate insurance in order to withdraw from the coverage. Written notification must be received no later than June 1st, with an effective date of July 1. In situations where both spouses are employed by the Schuylkill Intermediate Unit, neither will be eligible for the insurance stipend.

An employee receiving this stipend will receive the first disbursement (\$2,000 or \$1,000) in December and the second disbursement (\$3,000 or \$1,000) in June of the applicable school year based on the opt-out group size.

If an employee in the (eleven) 11 or more group opts back into coverage based on an eligible life changing event and the group numbers fall below (eleven) 11 the stipend per employee will be reduced to \$2,000. The benefit will not be reduced for reasons of: death of an employee or death of an employee's spouse (opt into coverage). All other requests based on extenuating circumstances must be approved by the Board of Directors.

Beginning July 1, 2021 the above tiers shall change as follows:

0-5 Employees	\$2,000
6-10 Employees	\$5,000
11 or more Employees	\$8,000

The above numbers shall be calculated bi-annually based on total number of opt-outs in the Association with the first disbursement in December and the second disbursement in June of the applicable school year based on the opt-out group size.

If an employee in the 6-10 or 11 or more group opts back into coverage based on an eligible life changing event and the group numbers fall below that respective level, the stipend per employee will be reduced to the lower level. The benefit will not be reduced for reasons of: death of an employee or death of an employee's spouse (opt into coverage). All other requests based on extenuating circumstances must be approved by the Board of Directors.

D. Section 125 Plan

An Internal Revenue Service Section 125 Plan shall be established for employee contributions for premium share as established under Article IV, Appendix B, Section 26 of this agreement. Employer offered cash "opt out" waiver of insurance coverage in lieu of participating in the employer's health insurance programs shall be paid under this plan as established in Article IV, Appendix B, Section 27 of this agreement.

E. Premium Share

All employees eligible for board paid insurance will pay a pre-tax premium share if required based on the employee's enrollment status as of July 1 of each year. The premium share amount shall be adjusted annually effective July 1.

The premium share for the QHDHP Plan shall be \$20 per pay for single coverage, \$25 per pay for two-party, and \$30 per pay for family.

F. Affordable Healthcare Act

In the event the Affordable Care Act or any state or federal legislation would result in a tax upon the health insurance plan provided to the Union Members during the term of this contract or any extension of this contract, whether by agreement or by operation of law, the IU and Teamsters agree to immediately declare the insurance provision of this Agreement open for negotiation.

In the event the IU and Intermediate Unit #29 Education Association/PSEA/NEA cannot reach an agreement that would result in a health care plan with no adverse tax implications for the District within ninety (90) days after the giving of written notice to the other party of the opening of this issue for negotiation, both parties agree to submit the issue to binding arbitration so as to ensure there are no adverse tax implications to the IU due to the health care coverage.

G. Prescription Plan

A co-pay family prescription drug program will be provided for each eligible employee, spouse and dependents and the premium will be paid by the Board based on the following co-pay schedule:

Beginning January 1, 2018:

Prescription Drug Coverage		
	Retail Pharmacy	Mail Pharmacy
Member Cost Share (after deductible with QHDHP)	up to 31 day supply Generic-\$10 Formulary-\$25 Non-Formulary-\$75	up to a 90 day supply Generic-\$20 Formulary-\$50 Non-Formulary-\$150
Mail Incentive Plan	Members will be allowed 2 fills at retail for their long term medications. On the 3rd fill, if the member stays at retail, they will be responsible for 100% of the drug cost. If the member moves to mail order, they will pay their standard mail copayments.	
Formulary	Incentive	
Generic Substitution	If a brand is dispensed when there's a generic equivalent available, the member will be responsible for the brand copayment plus the difference in cost between the brand and the generic drug.	
Out of Pocket Maximum	Not Applicable IRS Maximum Limit (adjusted annually)	

H. Vision Insurance

Vision Care Insurance (eye examination and refraction) will be provided for fulltime professional teaching employees and their dependents. The premiums for such insurance will be paid by the Board as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan.

I. Income Protection

The Board will provide a group disability income protection plan in the amount of \$1,100 per month coverage for each employee who enrolls in the plan.

J. Life Insurance

The Board will provide term life insurance to the extent of Forty Thousand Dollars (\$40,000) on each professional teaching employee.

ARTICLE 6. RETIREMENT

A. Retirement Benefit

Upon retirement, death, or program elimination resulting in suspension, the Board shall pay two thousand five hundred (\$2,500) dollars to any teacher provided the following conditions exist:

- a. The teacher notifies the Board of the intention to retire prior to September 1st, if the teacher is retiring by the 91st day of the school year.
- b. The teacher notifies the Board of the intention to retire by January 1st, if the teacher plans to retire by the end of the school year.
- c. The teacher is eligible for retirement in Pennsylvania, if retiring.
- d. The teacher has been an employee of the Intermediate Unit for a minimum of ten consecutive years.

Full time employees terminating their employment as a result of retirement, death, or program elimination shall receive a payment equivalent to the number of sick days which they have accumulated multiplied by fifty-five (\$55) dollars.

Upon meeting the requirements of each section of the Professional Personnel contract outlined in this amendment, any and all lump sum payments for unused sick days and/or retirement incentives shall be made as an employer contribution, no cash option, to a 403(b) Tax Sheltered Annuity approved by the Schuylkill Intermediate Unit 29 Board of Directors.

B. Post-Retirement Medical Coverage

The Board agrees to provide medical coverage (including health, dental, vision, and prescription drug coverage) for 5 years at 100% or 7 years at 75% to each employee covered by this Agreement, who has 30 years of service in public school education in the Commonwealth of Pennsylvania and 25 years of service in the Schuylkill Intermediate Unit 29 and retires before reaching 37 years of service in the Commonwealth of Pennsylvania. Medical coverage for employees who retire after August 4, 2014 shall be the same as for active employees.

If the employee elects the 7 years at 75% medical coverage the employee is responsible to pay 25% of the medical coverage single self-pay rate. The employee may use the PSERS subsidy as part of the employee's contribution. If the employee elects the 5 years at 100% medical coverage, the employee is responsible for paying the PSERS subsidy of \$100 (if eligible) to the employer as part of the medical coverage.

Medical coverage is provided for the eligible employee until the employee becomes employed with medical coverage or is eligible for Medicare or is eligible to be covered as a dependent through a spouse as per the Pennsylvania Code.

Any employee that has been transferred or employed from a district operated class to a class operated by the Schuylkill Intermediate Unit shall have time accrued with the district operated class applied towards twenty-five (25) years of service.

## ARTICLE 7. SCHOOL SCHEDULE AND CALENDAR

### A. School Year

The school year for the duration of this Agreement shall be one hundred eighty (180) teaching days and five (5) in-service days, for all teachers except beginning and/or first year teachers in the Special Education Program. A committee of teachers will be formed who will meet with the building principal, special education director and/or curriculum coordinator to help plan in-service programs. Final decisions on in-service programs will be at the discretion of the Executive Director. Committee meetings will be held outside of instruction hours (i.e. After students leave from 2:30-3PM or during the day over the summer, if necessary). The school year for beginning and/or first year teachers shall be one hundred eighty (180) teaching days and five (5) in-service days plus induction if required. The Intermediate Unit will make every endeavor to provide classroom teachers two hours to prepare their classroom during the first two in-service days prior to the first student day of the new school year.

### B. Early Intervention Stretch Calendar

The Intermediate Unit #29 Education Association will co-develop with Administration a stretch calendar for early intervention staff to be implemented at the start of the following school year. The stretch calendar shall be approved by the department supervisor within 30 working days of the school-age calendar board approval.

A committee consisting of two Association members and two Administrators will be created to decide on hardship created by the stretch calendar. In the event the committee cannot reach a majority consensus the Executive Director shall have the final vote.

C. School Day

The school day for teaching employees shall be seven (7) hours in length.

The school day for the Intermediate Unit #29 Programs will be 8 a.m. to 3 p.m. Any changes shall be at the discretion of the Executive Director or his/her designee, with notice and the opportunity of a meet and discuss prior to implementation of such time change.

TaC staff would utilize a flex schedule, in part for training purposes, as deemed appropriate by each TaC employee working in conjunction with the Director of Special Education or his/her designee.

The Early Intervention staff will be able to utilize an adjustable schedule consisting of a 7-hour school day to accommodate facility or student schedules as needed pending preapproval by the department supervisor.

Itinerant teachers and staff assigned to other sites shall work no more than thirty-five hours per week as assigned by the administration.

The day for in-service activity shall be six (6) hours in length, not including the lunch period.

D. Planning Time

Each professional employee shall receive one period per day uninterrupted planning time. Planning time shall consist of a maximum of 200 minutes per week whenever possible but, in any case, not less than 150 minutes per week. Implementation of this time shall be provided as part of the school day schedule. Each teacher shall schedule his/her own planning time subject to administrative approval. Blocks of planning time will be no less than 30 minutes. Those staff who are responsible for writing IEPs will not be required to attend special classes, i.e. gym, music, art, library, or Internet safety.

Early Intervention staff will be appropriated one (1) 7-hour workday per calendar month, to be scheduled by the department supervisor, to complete ACCESS billing, Student Encounter Logs, Progress Reporting, along with other monthly paperwork requirements.

Early Intervention classroom staff will utilize two (2) thirty-minute blocks, one (1) following the morning session and one (1) following the afternoon session, to complete session notes and Student Encounter Logs required for students receiving services within the Early Intervention classroom setting.

Any concerns should be addressed with the immediate supervisor.

E. Posting Vacancies

The Board shall incorporate into the board policy manual, a policy and procedure for posting vacancies that occur in the Exceptional Children's Program. The Board shall notify bargaining unit members by email of any vacancies upon public posting.

F. Transfers

Procedures for transfer both by employee request and by administrative decision are detailed below. The stated dates and timelines are desirable, although circumstances may make them impossible to meet in every situation.

Transfer by request of the professional employee:

- i. A request letter for change of assignment shall be submitted to the Director of Special Education with a copy to the Immediate Supervisor on or before May 15th.
- ii. The request will be reviewed and the employee shall be notified in writing within one month prior to the first contractual day of the school year. The employee will be informed if an opening was available and if a transfer request was granted or not granted.

Transfer by administrative decision:

- i. Notice of transferring reason will be given to and discussed with the affected employee by the Director of Special Education within one month prior to the first contractual day of the school year.
- ii. Transfer will be made with the best interests of the Intermediate Unit in mind.
- iii. If the employee is not satisfied, the employee may request a conference with the Executive Director or other appointed designee. Such a conference must be held within 5 business days of the employee's request for a conference.
- iv. The Executive Director/designee will give notification of the final decision to the employee in writing within one week after the conference.



G. In-Service Program

In-service programs will not be conducted on a Saturday, Sunday, school holiday, or any day after the conclusion of the regular school term up to two (2) weeks prior to the start of the next school year.

In the event that an emergency situation necessitates rescheduling of an in-service program, and a staff member cannot attend the in-service program because of a medical or educational emergency, his/her supervisor shall provide an opportunity to make up the missed time.

H. Local School District Strikes

During a local school district strike, professional employees of the Intermediate Unit who are assigned to the district on strike will be reassigned, if possible, duties in order to complete their instructional duties within the time frame of the Schuylkill Intermediate Unit calendar, but only if the children they serve will not be denied their educational rights.

I. ACCESS

The Intermediate Unit shall reimburse professional employees in the bargaining unit for time required beyond the school day to complete any and all activities relating to/or required by ACCESS at a rate of \$20.00/hour, provided the employee gets preapproval for said activities from the Executive Director or her designee.

The administration shall share with the Association copies of financial reports that the Intermediate Unit receives regarding the ACCESS. All profits generated from this program will be designated for the special education program subject to state regulations that might apply.

The Intermediate Unit reserves the right to terminate its participation in the ACCESS program at any time.

J. Induction

The Induction Program is intended to and shall serve the sole purpose of supporting the orderly process of newly hired teachers (inducted) through the initial employment period. The Induction Team shall be comprised of one Administrator and one Mentor Teacher. The personnel who serve on the Induction Team (Mentors) shall be selected from a pool of volunteers with seniority being a prime consideration.

Mentor teachers shall possess the following qualifications:

- a. Tenure
- b. More than 3 years' experience with the Intermediate Unit
- c. A valid Level II Certificate (issued by the Department of Education)
- d. When possible, an assignment in the same grouping, building and program as that of the Mentor.
- e. An application for Mentor Teacher must be on file prior to the selection of the Mentor

Mentor teachers shall be the primary implementation agents of the Induction Program. In no instance will a mentor teacher be assigned more than one inductee per year.

During the Induction Period, a mentor rather than a supervisory relationship shall exist between the Induction Team and the Inductee. No materials gathered, observations made, or critiques given shall be incorporated into or in any way is part of the evaluation of any employee involved in the program.

Participation in the induction program shall comply with the Intermediate Unit 29 New Teacher Induction Plan. Teachers who mentor a full year will receive a compensation of \$1,000.00. If an induction program should discontinue for any reason, the employee will receive the following paid stipend for days mentored:

1-45 days	\$250.00
46-90 days	\$500.00
91-135 days	\$750.00
136-180 days	\$1000.00

A mentor teacher required to attend meetings after the regular school day, exclusive of the orientation meeting, shall be reimbursed for the time required pro-rated on a base of \$100 per school day (7 hours).

Should a mentor resign a new mentor will be assigned. The stipend of the new mentor will be pro-rated based on the base stipend. The combined stipends will not exceed the maximum \$1,000 stipend.

## Transition Support

New teachers who have already completed an induction program or transferring in from a school-age district program shall be assigned a transition support teacher from the bargaining unit for transition support. This teacher shall be compensated on the scale below:

1-45 days	\$125.00	46-90 days	\$250.00
91-135 days	\$375.00		
136-180 days	\$500.00		

Should a transition support teacher resign a new teacher will be assigned. The stipend of the new teacher will be pro-rated based on the base stipend. The combined stipends will not exceed the maximum \$500.00 stipend.

### K. Lead Teacher Program

In the event the Lead Teacher Program becomes state mandated or the Intermediate Unit Board chooses to develop the Lead Teacher concept, the teachers and the administration shall cooperatively set up guidelines for said program. Until such time occurs, Lead Teachers shall receive compensation at a per diem rate, for any responsibilities beyond the school day.

### L. Duty Free Lunch

All employees will have a duty-free one-half hour lunch period. In the event it is necessary to leave the building during their duty-free lunch, the employee will notify the building office and co-worker of his/her destination.

## ARTICLE 8. GRIEVANCE PROCEDURE

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

The parties agree that grievances, which arise out of the interpretation of this Agreement, shall be resolved in accordance with the grievance procedure outlined below and made part of this Agreement.

### A. Just Cause

No employee in the bargaining unit shall be discharged, disciplined, or reduced in compensation without just cause.

B. Grievance Procedure

Any grievance which may arise between the parties relating to the application or interpretation of this Agreement shall be settled in the following manner:

Step I

The employee accompanied by an Association Representative if so desired, shall attempt to resolve grievable matters through discussion with their immediate supervisor or his/her designee. The IU shall cooperate to the fullest extent to resolve these matters within ten (10) working days.

Step II

If the matter cannot be resolved in Step 1 above, the employee may present a written grievance to Program Director or his/her designee. Grievances must be presented no later than ten (10) working days after the knowledge of the incident, with the appropriate copies forwarded to the Association. The Program Director shall attempt to resolve the matter or shall submit a written decision to the employee, detailing the reasons for his/her decision, within ten (10) working days after receipt of the grievance. A copy of the decision shall be furnished promptly to the Association by the IU.

Step III

If the matter cannot be resolved in the above Steps, the Association UniServ Representative and the Executive Director or his/her designee, will meet in an attempt to resolve the matter within ten (10) working days of the issuance of the decision in Step 2. All parties will have the opportunity to present the facts, call upon witnesses and review pertinent documents, statements or correspondence.

Step IV

If the matter cannot be resolved in Step 3 above, the IU may present the grievance to the School Board at the next regularly scheduled School Board meeting. The School Board shall have ten (10) working days to respond to the grievance.

Step V

If the grievance cannot be settled in the above steps, the matter will be submitted to arbitration pending approval of the Association Executive Committee. Any cost involved in the procedure set forth above will be borne equally by IU 29 and the Association.

Any Employee suspended or terminated shall proceed directly to Step 3 of the grievance procedure.

The time limits in the Article may be adjusted by mutual agreement.

## ARTICLE 9. LEAVES

Professional, maternity, military, and health leaves shall be in accordance with the School Code.

### A. Association Leave

Members of the Association who hold office in the State Education Association shall be granted leave to attend meetings and conferences which the holder of such office requests to attend, provided the Association reimburses the Intermediate Unit for the salary of such employee for the days absent.

Notification of the intent to use such leave shall be submitted to employee's immediate supervisor at least five (5) days prior to the commencement of such leave.

### B. Bereavement Leave

- i. Whenever an employee is absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence of five (5) work days beginning with the date of death unless otherwise approved by the Executive Director or designee. Members of the immediate family shall be defined as: father, mother, brother, sister, son, daughter, husband, wife, grandchild, parent-in-law, son-in-law, daughter-in-law, stepchild, stepmother, and step father or near relative who resides in the same household, or any person with whom the employee has made his home.
- ii. Whenever an employee is absent from duty because of a death of a grandfather, grandmother, grandfather-in-law, and grandmother-in-law of said employee, there shall be no deduction in salary of said employee for an absence of three (3) work days beginning with the date of death unless otherwise approved by the Executive Director or designee.
- iii. Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral if the service is scheduled on a work day. A near relative shall be defined as: first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

C. Emergency or Personal Leave

Three (3) days of emergency leave and/or personal leave shall be granted each year to each professional teaching employee.

For personal leave days, the following requirements will prevail:

- i. No more than five (5) of the total professional staff housed in the Maple Avenue Campus, three (3) of the off-site Staff, and four (4) of the Itinerant Professional Staff will be granted a personal day on any one (1) day.
- ii. A personal day shall not be granted unless the immediate supervisor has been given at least five (5) days' notice of an intent to take such a personal day.
- iii. Where emergency leave is granted, the professional teaching employee shall, within five (5) days of his return to employment, provide a brief description of the emergency upon a form to be supplied by the administration.
- iv. An employee may accumulate up to seven days of personal leave for use during any year. After the employee has accumulated seven days any unused personal days shall be converted to sick leave.
- v. Individuals requesting personal leave shall not be required to provide reasons, nor be restricted to specific times of the year.

D. Family and Medical Leave Act and Family Leave Guidelines

Employment benefits will be provided in accordance with the Family and Medical Leave Act.

E. Maternity Leave

The Board will provide to professional employees taking maternity leave or disability leave due to maternity, paid hospitalization benefits of paragraph 19.A herein, from the date maternity leave begins until discharge by the employee's physician, but not to exceed six (6) months.

F. Sick Leave

i. Annual Sick Leave Allotment

Ten (10) days of sick leave shall be granted each year to each professional teaching employee, up to four (4) of which may be used for family medical leave. Family medical leave days are not cumulative. Absence due to sickness or accidental injury shall be in accordance with Section 1154 of the Pennsylvania's School Code. Each teaching employee shall be notified of the number of unused sick leave days he has accumulated. Accumulated unused sick days shall be reported on the employee's bi-weekly pay statement.

ii. Catastrophic Sick Day Program

The Association shall be permitted to solicit sick days from its members prior to October 1st of each school year to be used in the event that any member is stricken with a serious or sudden illness or injury. To qualify for this program, the stricken member must have accumulated a minimum of twenty (20) sick days before being afflicted.

Once the Sick Leave Bank falls below 100 cumulative days, the Sick Leave Bank Committee may re-solicit current membership for additional days.

An eligible member may not contribute more than 2 days in any school year.

Once a day is contributed to the catastrophic sick day program, the contribution is irrevocable.

Once you join the bank, your membership is permanent. However, whenever the Bank becomes open, all current sick day bank members with 20 accumulated sick days must donate a day.

Only members who contribute to the sick leave program shall be permitted to participate in the program.

A member must exhaust his/her own sick leave days prior to being permitted to draw on the sick leave program.

Illnesses or injuries covered by Workmen's Compensation shall be excluded from this program.

Appropriate guidelines, or rules and regulations, shall be prepared as may be required by a committee of teachers, administrators, and board members governing the administration of the program and to ensure that abuses are not incurred and that the program is applied in a fair and equitable manner.

G. Sabbatical Leaves

Sabbatical leaves will be granted in accordance with the Public-School Code for the following reasons:

- i. Restoration of health
- ii. Professional development - A leave of absence for professional development shall be granted to any qualified individual under the terms of the school code providing the following conditions are met:
  - a. The employee shall agree to take any of the following or combination thereof per semester: nine (9) graduate credits, twelve (12) undergraduate credits, or one hundred eighty (180) hours of professional development activities
  - b. The graduate courses/credit hours and the course description are pre- approved by the Executive Director or his designee.

H. Jury Duty

Professional employees called for jury duty shall be granted leave without pay for such duty. The Board shall pay to such employee the difference between his/her regular wage and the compensation he/she receives for such duty.

I. Days Not Charged

- a. Absence due to occupational disability, which is determined to be compensable under the Pennsylvania Workmen's Compensation Law, shall not be charged against an employee's sick leave days. In such an event, during the period when an employee is receiving Workmen's Compensation benefits or ninety (90) days, whichever is less, the Board shall pay to such employee the difference between the statutory Workmen's Compensation benefits received by such employee and the regular net earnings (based on a bi-weekly pay period) such employee would have been paid, if any, had she/he been regularly employed during such period.
- b. Anyone receiving a disability check from Workmen's Compensation and returning it to the Intermediate Unit will not lose retirement credit.



## ARTICLE 10. PAYROLL DEDUCTIONS

The Board agrees to allow the following payroll deductions with employee authorizations:

- A. Association Dues as authorized by the employee with remittance to be made to Intermediate Unit #29 Education Association, the Association, with such deductions made bi-weekly and remitted to the Secretary-Treasurer of the Association following the final pay of each said month.
- B. Health Insurance
- C. Annuities
- D. Educators' Mutual Insurance Premiums
- E. Local Wage Tax when required by law
- F. Retirement under P.S.E.R.S
- G. Tuition Account Plan (TAP 529)
- H. Credit Union Payroll Deduction
- I. Disability Income Protection

All employees shall complete the necessary documents for the direct deposit of his/her bi-weekly net pay to a financial institution as designated by the employee.

## ARTICLE 11. TUITION AND BOOKS

Professional teaching employees employed prior to June 1, 1978 shall be reimbursed for the costs of tuition and books used in college or university courses in the employee's field of specialization or for recertification purposes.

Professional teaching employees employed after June 1, 1978 shall not be reimbursed for more than twelve (12) credits per year, nor shall the reimbursement per credit exceed the prevailing per credit rate as established by the Pennsylvania State University.

Employees will be reimbursed for each course one-time or for the minimum number of times an employee must register for the course as part of the degree program. The approval of the Executive Director of the Schuylkill Intermediate Unit must be obtained before the employee incurs the costs.

Following approval by the Intermediate Unit Board, reimbursement shall be made. Receipted invoices for tuition and books and evidence of satisfactory completion (not failed or withdrawn) of the course must be presented to the Special Education Director at least two (2) weeks before the meeting of the Board of Directors of the Intermediate Unit in order to obtain approval by the Board.

Employees may opt to participate in the tuition deferment plan offered by many participating universities. The Intermediate Unit will not pay reimbursement directly to a participating university, nor be liable for payment of courses not successfully completed.

After execution of this Agreement, in the event an employee resigns, for purposes other than retirement, disability retirement, transfer of entity, or program elimination, the employee shall repay tuition reimbursement to the Schuylkill IU. Reimbursement will be calculated based on one hundred percent (100%) of courses taken within two years prior to resigning. The phrase "two years prior to resigning" is defined as reimbursements received 730 days prior to resigning.

#### ARTICLE 12. LEGAL ACTIONS

Whenever any civil suit for damages or criminal action is brought against a teacher, administrator, or the Intermediate Unit by a student, parent of a student, or the Commonwealth of Pennsylvania, and a professional employee is required to be present in Court because he is a defendant or has been subpoenaed as a witness, such professional employee shall be given leave of absence with pay to attend such proceedings. If such employee receives any compensation for attending Court, the pay of such employee shall be limited to the difference between such compensation and the employee's regular rate of pay. The application of this section shall be limited to civil suits or criminal actions arising during the course of employment of such teacher or administrator.

#### ARTICLE 13. TRAVEL REIMBURSEMENT

A professional employee who uses his/her private motor vehicle with prior approval, for school business or transportation shall be reimbursed at the standard rate for business travel as determined by the Internal Revenue Service (IRS).

Reimbursement for travel during the school day shall be made from a designated building or departure point to and from the assigned work areas.

Mileage incurred after the school day for activities such as in-service, home visits, conferences, or other school related assignments would be reimbursed only for the actual mileage incurred, exclusive of any mileage between the work sites to the employee's home.

## ARTICLE 14. PROFESSIONAL EMPLOYEE RIGHTS

### A. Employee Discipline/Reprimand:

Criticism or reprimand of a teacher by a supervisor, administrator, board member, or any other administrative employee shall be made confidentially. Criticism of a supervisor, administrator or board member by a teacher shall be conducted in a like manner.

Whenever any professional employee is required to appear before the Executive Director, Board, or any administrator concerning any charge or matter which would adversely affect the continuation of that employee in his/her position or employment, or the salary or any increments pertaining thereto, then he/she shall be entitled to have a representative of the Association or legal counsel present to advise and represent him/her during such meeting or interview, and said professional employee shall be present at said meeting or interview.

### B. Use of Force:

A teacher may use such force as is necessary to protect him/her from attack or to prevent injury to others. In case of use of force on an employee during the proper discharge of his/her duties, the IU shall provide legal counsel, assistance, and all staff will be trained in the use of de-escalation techniques.

### C. Teaching Assignments:

All Bargaining Unit Members shall be sent an electronic communication of their tentative as schedule for the forthcoming school year by August 1<sup>st</sup> prior to the opening of school. In the event that changes and such schedules are made after August 1<sup>st</sup>, all Bargaining Unit Members affected by such change shall be notified as soon as possible.

### D. Open Evaluation:

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.

### E. Substitute Duties:

The Board of Education and/or Administration shall make every effort to obtain a substitute teacher to serve in the absence of a regular teacher when the Administration deems a substitute is necessary.

When substitute teachers are not available, another teacher will substitute for the absent teacher or teachers leaving early and will be selected on a rotation basis. Coverage will be defined as covering classroom periods in addition to normal assignment.

Terms of earning coverage of leaving early 1 day at 2:35PM either:

- Covering 7 hours, or
- Covering 5 separate, accumulated academic periods

Once earned, the time must be used within 10 instructional days of when time was earned.

The staff understands that time will not be used in the event that it adversely impacts instructional time and/or student needs.

Time will not be earned until each staff meets the established threshold of three cumulative coverage occurrences.

#### ARTICLE 15. SAFE WORKING CONDITIONS

The Board shall make reasonable efforts to correct any unsafe or hazardous conditions in the Intermediate Unit 29 Programs within a reasonable period of time after such conditions have been reported in writing to the Executive Director.

The Board shall not require any professional employees to perform tasks that endanger their health, safety, or well-being. However, this provision shall not apply to tasks that are inherent in the course of study being taught by an employee.

An employee entering into a home of a student that feels unsafe due to circumstances not in their control shall not be required to enter the unsafe condition. The employee is required to make a reasonable attempt to contact their direct supervisor and report their concerns and schedule change.

What is unsafe or hazardous and what are reasonable efforts to correct an alleged unsafe or hazardous condition shall be determined by the custom and practice in other Intermediate Unit 29 Programs.

For Early Intervention staff required to provide services in the home setting; an in-home parent/therapist contract will be used to delineate guidelines for services within the home. Reasonable attempts will be made to provide services to students. If unsafe conditions are present in the home, alternate arrangements will attempt to be made until the concerns are addressed/rectified. These conditions include but are not limited to: presence of drugs or drug paraphernalia, presence of visible weapons, insect or rodent infestations, unsafe structures and/or presence of dangerous animals

## ARTICLE 16. NON-RESIDENCY

There shall be no attempt by the Board to unilaterally impose a residency requirement on members of the bargaining unit. Place of residence shall not be a condition of employment or advancement.

## ARTICLE 17. MEET AND DISCUSS

The Board shall appoint three (3) of its members and one or more members of the administrative staff to a committee, which shall meet with a three (3) member committee of the Association for the purpose of meeting and discussing those matters referenced under Section 702 of the Public Employee Relations Act, Act 195.

A minimum of one meeting with this committee shall be held at the request of the Association. Other meet and discuss meetings with administrative staff shall take place at reasonable times and places, provided; however, that such meetings shall not interfere with the regular assignments of employees.

## ARTICLE 18. WAIVERS

The parties agree that additional negotiations on this Agreement will not be conducted on any item, whether contained herein or not, during the life of this Agreement.

# **Section II: Behavior Interventionist and Mental Health Therapist Employee Contract Terms**

## ARTICLE 1. RECOGNITION

The Schuylkill Intermediate Unit #29 Education Association/PSEA/NEA("Association"), is hereby recognized by Schuylkill Intermediate Unit 29, hereinafter called the Board, as the bargaining agent for the behavior interventionist and mental health therapist employees under Pennsylvania Law (Acts 88, 195, and all other applicable laws) providing for collective bargaining for public employees.

## ARTICLE 2. TERM OF AGREEMENT

The term of this Agreement shall take effect as of July 1, 2020 and shall continue through June 30, 2023 or through such later date as both parties may hereinafter agree shall be the later ending date. Any such extended ending date shall be evidenced as an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

### ARTICLE 3. NO LOCK OUT-STRIKE PROVISION

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement and the bargaining agent pledges that members of the Bargaining Unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement.

### ARTICLE 4. WAGES AND SALARY

The parties agree that wages and salaries to be affected by the Agreement are accurately reflected in the provisions below.

In the event that the term of this Agreement shall be extended as provided in Article 2 above, and in the event that changes in wages and salaries are mutually agreed upon, then a revised wages and salary provisions shall be executed by the parties and attached to and made part of this Agreement.

#### A. Salary Increases

There will be a one-time equity increase, effective for 2020-2021 school year of \$1,800.00.

- Annual Salary Increases
  - 2019-2020 - \$1,100.00 (per Act 93 compensation plan)
  - 2020-2021 - \$1,100.00
  - 2021-2022 - \$1,100.00
  - 2022-2023 - \$1,100.00

#### B. Entry Level Salaries

The entry level salary for the 2019-2023 school years shall be \$25,800 for BI's.

The entry level salary for the 2019-2023 school years shall be \$28,800 for MHT.

**Upon ratification**, if a current employee's salary is less than the listed entry level salary, the employee shall receive the higher salary plus any contractual wage increase.

### ARTICLE 5. HEALTH INSURANCE AND OTHER INSURANCE BENEFITS

#### A. Insurance Protection Plans

The Board agrees to provide insurance plans for hospitalization and prescription drug coverage for all eligible employees, including his/her spouse and dependents. Selection of the insurance plan will be annual and must be in writing with notification to the Business Office no later than June 1 with an effective date of July 1 for the subsequent year. Should an employee fail to submit a selection form on or before June 1 coverage will continue based on the prior year's plan.

All eligible employees will be eligible for the following insurance plan:

1. PPO Qualified High Deductible Health Plan (QHDHP) with a Health Savings Account (HSA) (Benefit Highlight Sheet attached)

Upon implementation, the Board will establish an appropriate Health Savings Account Plan consistent with applicable laws, rules and regulations. The Board may modify such HSA from time to time as required to meet the then applicable regulations. The Intermediate Unit will make employer contributions into each employee HSA based upon the schedule below. Employer contributions will be deposited biannually during the first week of the calendar year for the January 1<sup>st</sup> contribution and the last week of June.

Funding Schedule:

2020 - \$1,250 Single / \$2,500 Two-Party & Family  
2021 - \$1,250 Single / \$2,500 Two-Party & Family  
2022 - \$1,250 Single / \$2,500 Two-Party & Family  
2023 - \$1,250 Single / \$2,500 Two-Party & Family

Employees will be eligible to make additional contributions into the HSA on a voluntary basis, based on IRS guidelines for the applicable calendar year. The Board of Directors reserves the right to amend contributions to post-tax contributions depending on further guidance of the Affordable Care Act regulations that are not final at this point.

The Employer agrees to cover the monthly service charge for each member's account. This does not include the investment fee if a member decides to open an investment account through the HSA provider.

B. Dental Care Insurance

Benefits as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan, or equivalent coverage for the employee and their enrolled dependents. The Board will pay the premium for such insurance.

C. Waiver of Insurance Coverage

Beginning July 1, 2021, an employee eligible for health insurance coverage through his/her spouse may decline board paid insurance and shall be entitled to a stipend based on the number of employees waiving their insurance coverage during each year of this contract. Stipend amounts are determined by the number of employees waiving insurance coverage as of July 1 as indicated below:

- a. If 0 to 5 employees opt-out of insurance coverage, a \$2,000.00 stipend will be paid to each employee waiving coverage.
- b. If 6 to 10 employees opt-out of insurance coverage, a \$5,000.00 stipend will be paid to each employee waiving coverage.
- c. If 11 or more employees opt-out of insurance coverage, an \$8,000.00 stipend will be paid to each employee waiving coverage.

To be eligible for the stipend, the employee must withdraw from enrollment in the Schuylkill Intermediate Unit health insurance coverage, with the exception of Income Protection, for a minimum period of one (1) school year. Employees must provide written notification and proof of alternate insurance in order to withdraw from the coverage. Written notification must be received no later than June 1st, with an effective date of July 1. In situations where both spouses are employed by the Schuylkill Intermediate Unit, neither will be eligible for the insurance stipend.

The above numbers shall be calculated bi-annually based on total number of opt-outs in the Association with the first disbursement in December and the second disbursement in June of the applicable school year based on the opt-out group size.

If an employee in the 6-10 or 11 or more group opts back into coverage based on an eligible life changing event and the group numbers fall below that respective level, the stipend per employee will be reduced to the lower level. The benefit will not be reduced for reasons of: death of an employee or death of an employee's spouse (opt into coverage). All other requests based on extenuating circumstances must be approved by the Board of Directors.

#### D. Section 125 Plan

An Internal Revenue Service Section 125 Plan shall be established for employee contributions for premium share as established under Article IV, Appendix B, Section 26 of this agreement. Employer offered cash "opt out" waiver of insurance coverage in lieu of participating in the employer's health insurance programs shall be paid under this plan as established in Article IV, Appendix B, Section 27 of this agreement.

#### E. Premium Share

All employees eligible for board paid insurance will pay a pre-tax premium share if required based on the employee's enrollment status as of July 1 of each year. The premium share amount shall be adjusted annually effective July 1.

The premium share for the QHDHP Plan shall be \$20 per pay for single coverage, \$25 per pay for two-party, and \$30 per pay for family.



F. Affordable Healthcare Act

In the event the Affordable Care Act or any state or federal legislation would result in a tax upon the health insurance plan provided to the Union Members during the term of this contract or any extension of this contract, whether by agreement or by operation of law, the IU and Teamsters agree to immediately declare the insurance provision of this Agreement open for negotiation.

In the event the IU and Intermediate Unit #29 Education Association/PSEA/NEA cannot reach an agreement that would result in a health care plan with no adverse tax implications for the District within ninety (90) days after the giving of written notice to the other party of the opening of this issue for negotiation, both parties agree to submit the issue to binding arbitration so as to ensure there are no adverse tax implications to the IU due to the health care coverage.

G. Prescription Plan

A co-pay family prescription drug program will be provided for each eligible employee, spouse and dependents and the premium will be paid by the Board based on the following co-pay schedule:

Beginning January 1, 2018:

Prescription Drug Coverage		
	Retail Pharmacy	Mail Pharmacy
Member Cost Share (after deductible with QHDHP)	up to 31 day supply Generic-\$10 Formulary-\$25 Non-Formulary-\$75	up to a 90 day supply Generic-\$20 Formulary-\$50 Non-Formulary-\$150
Mail Incentive Plan	Members will be allowed 2 fills at retail for their long term medications. On the 3rd fill, if the member stays at retail, they will be responsible for 100% of the drug cost. If the member moves to mail order, they will pay their standard mail copayments.	
Formulary	Incentive	
Generic Substitution	If a brand is dispensed when there's a generic equivalent available, the member will be responsible for the brand copayment plus the difference in cost between the brand and the generic drug.	
Out of Pocket Maximum	Not Applicable IRS Maximum Limit (adjusted annually)	

H. Vision Insurance

Vision Care Insurance (eye examination and refraction) will be provided for full-time employees and their dependents. The premiums for such insurance will be paid by the Board as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan.

I. Income Protection

The Board will provide a group disability income protection plan in the amount of \$1,100 per month coverage for each employee who enrolls in the plan.

J. Life Insurance

The Board will provide term life insurance to the extent of Forty Thousand Dollars (\$40,000) on each full-time employee.

ARTICLE 6. SCHOOL SCHEDULE AND CALENDAR

A. School Year

The Behavior Interventionists and Mental Health Therapists shall be ten-month employees (195 days) and work seven (7) hours per day with a thirty (30) minute lunch period.

B. School Day

Employees will work seven (7) hours per day with a paid thirty (30) minute duty free lunch period.

The school day for employees will be 8 a.m. to 3 p.m. Any changes shall be at the discretion of the Executive Director or his/her designee, with notice and the opportunity of a meet and discuss prior to implementation of such time change.

Any employee working before 8 a.m. or past 3 p.m. shall receive flex time. There will be an exchange time option for student coverage with administrative approval. If an employee works past 3 p.m., they will be able to use the accumulated time to leave early within two weeks of earning time.

All Employees will have the option to be scheduled off for two consecutive weeks during the summer.

The day for in-service activity shall be six (6) hours in length, not including the lunch period.

C. Posting Vacancies

The Board shall incorporate into the board policy manual, a policy and procedure for posting vacancies that occur in the Exceptional Children's Program. The Board shall notify bargaining unit members by email of any vacancies upon public posting.

D. In-Service Program

In-service programs will not be conducted on a Saturday, Sunday, school holiday, or any day after the conclusion of the regular school term up to two (2) weeks prior to the start of the next school year.

In the event that an emergency situation necessitates rescheduling of an in-service program, and a staff member cannot attend the in-service program because of a medical or educational emergency, his/her supervisor shall provide an opportunity to make up any mandated trainings within their contractual work days.

ARTICLE 7. TRAVEL REIMBURSEMENT

An employee who uses his/her private motor vehicle with prior approval, for school business or transportation shall be reimbursed at the standard rate for business travel as determined by the Internal Revenue Service (IRS).

Reimbursement for travel during the school day shall be made from a designated building or departure point to and from the assigned work areas.

Mileage incurred after the school day for activities such as in-service, home visits, conferences, or other school related assignments would be reimbursed only for the actual mileage incurred, exclusive of any mileage between the work sites to the employee's home, as per IRS regulations.

ARTICLE 8. COURSE REIMBURSEMENT

Reimbursement for tuition and course-required textbooks would be provided at a maximum of twelve (12) credits per year. Reimbursement shall be restricted to courses specifically related to the employee's position or courses that may benefit the Intermediate Unit. Pre-approval by the Executive Director is required. The employee must provide the following items when submitting a request for reimbursement of course(s):

- Copy of approved Pre-Approval form signed by the Executive Director.
- Proof of payment for tuition and textbooks.
- Final passing grade.

## ARTICLE 9. PROFESSIONAL DUES, TEST FEES, AND LICENSES

The Board recognizes that certain expenses are incurred in the process of maintaining licensed status or in maintaining certain professional commitments. Employees who serve in a licensed or professional capacity may apply for consideration with full and appropriate justification for maximum of \$500.00 for dues and fees.

## ARTICLE 10. LEAVES

### A. Sick Leave

All employees are provided ten (10) paid sick days per year. Each employee may use a maximum of four (4) sick days per year per Board approved Family Leave Policy. Family Leave days are not cumulative.

Each employee may accumulate an unlimited number of sick days and upon retirement or death be reimbursed for the unused sick days. Full payment, because of retirement or death, will be equivalent to the number of sick days which they have accumulated multiplied by fifty-five (\$55) dollars and made in the form of a lump sum payment to a 403(b) Tax sheltered Annuity or a 457(b) Deferred Compensation Plan approved by the Schuylkill Intermediate Unit 29. The employee shall have the right to select the provider from the SIU approved provider list.

Any and all lump sum payments for unused sick days shall be made as an employer contribution, no cash option, to a 403(b) Tax Sheltered Annuity approved by the Schuylkill Intermediate Unit 29 Board of Directors.

#### i. Catastrophic Sick Day Program

The Association shall be permitted to solicit sick days from its members prior to October 1st of each school year to be used in the event that any member is stricken with a serious or sudden illness or injury. To qualify for this program, the stricken member must have accumulated a minimum of twenty (20) sick days before being afflicted.

Once the Sick Leave Bank falls below 100 cumulative days, the Sick Leave Bank Committee may re-solicit current membership for additional days.

An eligible member may not contribute more than 2 days in any school year.

Once a day is contributed to the catastrophic sick day program, the contribution is irrevocable.

Once you join the bank, your membership is permanent. However, whenever the Bank becomes open, all current sick day bank members with 20 accumulated sick days must donate a day.

Only members who contribute to the sick leave program shall be permitted to participate in the program.

A member must exhaust his/her own sick leave days prior to being permitted to draw on the sick leave program.

Illnesses or injuries covered by Workmen's Compensation shall be excluded from this program.

Appropriate guidelines, or rules and regulations, shall be prepared as may be required by a committee of teachers, administrators, and board members governing the administration of the program and to ensure that abuses are not incurred and that the program is applied in a fair and equitable manner.

#### B. Personal/Emergency Leave

Three (3) days of emergency leave and/or personal leave shall be granted each year to each Behavior Interventionist/Mental Health Therapist.

For personal leave days, the following requirements will prevail:

- vi. No more than two (2) employees housed in the Maple Avenue Campus will be granted a personal day on any one (1) day.
- vii. A personal day shall not be granted unless the immediate supervisor has been given at least five (5) days' notice of an intent to take such a personal day.
- viii. Where emergency leave is granted, the Behavior Interventionist/Mental Health Therapist shall, within five (5) days of his return to employment, provide a brief description of the emergency upon a form to be supplied by the administration.
- ix. An employee may accumulate up to seven days of personal leave for use during any year. After the employee has accumulated seven days any unused personal days shall be converted to sick leave.
- x. Individuals requesting personal leave shall not be required to provide reasons, nor be restricted to specific times of the year.

#### C. Bereavement Leave

Whenever an employee is absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for the

absence of five (5) work days beginning with the date of death unless otherwise approved by the Executive Director or designee. Members of the immediate family shall be defined as: father, mother, brother, sister, son, daughter, husband, wife, grandchild, parent-in-law, son-in-law, daughter-in-law, stepchild, stepmother, and stepfather or near relative who resides in the same household, or any person with whom the employee has made their home.

Whenever an employee is absent from duty because of a death of a grandfather, grandmother, grandfather-in-law, and grandmother-in-law of said employee, there shall be no deduction in salary of said employee for an absence of three (3) work days beginning with the date of death unless otherwise approved by the Executive Director or designee.

Whenever an employee is absent from duty because of a death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral if the service is scheduled on a work day. A near relative shall be defined as: first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

#### D. Jury Duty

The board shall pay the difference between his/her regular wage and the compensation he/she receives for such duty. The employee shall sign any payment received for such duty over to the IU payroll office in exchange for receiving no deduction to their regular pay.

#### E. Days Not Charged

1) Absence due to occupational disability, which is determined to be compensable under the Pennsylvania Workmen's Compensation Law, shall not be charged against an employee's sick leave days. In such an event, during the period when an employee is receiving Workmen's Compensation benefits or ninety (90) days, whichever is less, the Board shall pay to such employee the difference between the statutory Workmen's Compensation benefits received by such employee and the regular net earnings (based on a bi-weekly pay period) such employee would have been paid, if any, had she/he been regularly employed during such period.

2) Anyone receiving a disability check from Workmen's Compensation and returning it to the Intermediate Unit will not lose retirement credit.

#### F. Maternity Leave

The Board will provide to employees taking maternity leave or disability leave due to maternity, paid hospitalization benefits of Article 5 herein, from the date maternity leave begins until discharged by the employee's physician, not to exceed six (6) months.

## G. Legal Action

Whenever any civil suit for damages or criminal action is brought against an employee by a student, parent of a student, or the Commonwealth of Pennsylvania, and an employee is required to be present in Court because he is a defendant or has been subpoenaed as a witness, such employee shall be given a leave of absence with pay to attend such proceedings. If such employee receives any compensation for attending Court, such compensation shall be credited to the Intermediate Unit. This shall be limited to legal action occurring related to the course of the employee's employment with the Intermediate unit.

## ARTICLE 11. RETIREMENT INCENTIVE

In order to qualify for one of the following retirement incentives, the employee must meet all criteria as listed:

- A. The employee must have been employed for a minimum of twenty (25) years of uninterrupted service by the Schuylkill Intermediate Unit.
- B. The employee must have a minimum thirty (30) years credited to the Public School Employees' Retirement Systems (PSERS) and retiring through the PSERS System.
- C. The employee must provide written notification to the Board of Directors at least ninety school days prior to retiring.
- D. The employee must notify the Board of Directors in writing as to which Retirement Incentive option he/she selected at the time of submitting the notification of retirement from one of the following options:
  - 1) One hundred percent (100%) of the net cost of employee only full group insurance for five (5) years commencing immediately after retiring or until Medicare eligible.

OR

- 2) Seventy-five percent (75%) of the net cost of employee-only full group insurance for seven (7) years commencing immediately after retiring or until Medicare eligible.

Full group insurance includes: medical, dental, vision and prescription coverage. The net cost is defined as the total cost of the group insurance less the PSERS Premium Assistance Reimbursement each month. The eligible employee agrees to pay the Premium Assistance Reimbursement to the Schuylkill Intermediate Unit each month in advance, due on the 1st of each month. Eligible coverage under the terms of this plan cannot be banked for use at a later time. Employees hired after December 31, 2020 shall be eligible for this incentive if they have attained a minimum of thirty (30) years of service within the Public-School Employees Retirement System with at least twenty-five years of service as an employee of the Schuylkill Intermediate Unit. Medical coverage for retirees of this Agreement shall be the same as for active employees. If

there are multiple plans available, retirees will have the right to open enrollment as well.

## ARTICLE 12. EMPLOYEE RIGHTS

### A. Employee Discipline/Reprimand:

Criticism or reprimand of a Behavior Interventionist/Mental Health Therapist by a supervisor, administrator, board member, or any other administrative employee shall be made confidentially. Criticism of a supervisor, administrator or board member by an employee shall be conducted in a like manner.

Whenever any employee is required to appear before the Executive Director, Board, or any administrator concerning any charge or matter which would adversely affect the continuation of that employee in his/her position or employment, or the salary or any increments pertaining thereto, then he/she shall be entitled to have a representative of the Association or legal counsel present to advise and represent him/her during such meeting or interview, and said employee shall be present at said meeting or interview.

### B. Use of Force:

Behavior Interventionists and Mental Health Therapists are trained in Safe Crisis Management and must adhere to guidelines in order to obtain certification. Successful completion of training assists with any associated liability to the staff member in the event of use of force on a student. In case of use of force by an employee during the proper discharge of his/her duties, the IU shall provide legal counsel for staff trained in the use of de-escalation techniques.

### C. Assignments:

All Bargaining Unit Members shall be sent an electronic communication of their tentative schedule for the forthcoming school year by August 1st prior to the opening of school. In the event that changes and such schedules are made after August 1st, all Bargaining Unit Members affected by such change shall be notified as soon as possible.

### D. Open Evaluation:

In the event of an evaluation, both announced and unannounced, the employee will be informed upon arrival to classroom.

### E. Substitute Duties:

The Board of Education and/or Administration shall make every effort to obtain a substitute to serve in the absence of an employee when the Administration deems a substitute is necessary. Behavior Interventionists or Mental Health Therapists will not be asked to substitute in classrooms.



### ARTICLE 13. SAFE WORKING CONDITIONS

The Board shall make reasonable efforts to correct any unsafe or hazardous conditions in the Maple Avenue Campus within a reasonable period of time after such conditions have been reported in writing to the Executive Director.

The Board shall not require any employees to perform tasks that endanger their health, safety, or well-being. However, this provision shall not apply to tasks that are inherent in the course of study being taught by an employee.

An employee entering into a home of a student that feels unsafe due to circumstances not in their control shall not be required to enter the unsafe condition. The employee is required to make a reasonable attempt to contact their direct supervisor and report their concerns and schedule change.

What is unsafe or hazardous and what are reasonable efforts to correct an alleged unsafe or hazardous condition shall be determined by the custom and practice in other affiliated buildings.

### ARTICLE 14. GRIEVANCE PROCEDURES

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

The parties agree that grievances, which arise out of the interpretation of this Agreement, shall be resolved in accordance with the grievance procedure outlined below and made part of this Agreement.

#### A. Just Cause

No employee in the bargaining unit shall be discharged, disciplined, or reduced in compensation without just cause.

#### B. Grievance Procedure

Any grievance which may arise between the parties relating to the application or interpretation of this Agreement shall be settled in the following manner:

##### Step I

The employee accompanied by an Association Representative if so desired, shall attempt to resolve grievable matters through discussion with their immediate supervisor or his/her designee. The IU shall cooperate to the fullest extent to resolve these matters within ten (10) working days.

### Step II

If the matter cannot be resolved in Step 1 above, the employee may present a written grievance to Program Director or his/her designee. Grievances must be presented no later than ten (10) working days after the knowledge of the incident, with the appropriate copies forwarded to the Association. The Program Director shall attempt to resolve the matter or shall submit a written decision to the employee, detailing the reasons for his/her decision, within ten (10) working days after receipt of the grievance. A copy of the decision shall be furnished promptly to the Association by the IU.

### Step III

If the matter cannot be resolved in the above Steps, the Association UniServ Representative and the Executive Director or his/her designee, will meet in an attempt to resolve the matter within ten (10) working days of the issuance of the decision in Step 2. All parties will have the opportunity to present the facts, call upon witnesses and review pertinent documents, statements or correspondence.

### Step IV

If the matter cannot be resolved in Step 3 above, the IU may present the grievance to the School Board at the next regularly scheduled School Board meeting. The School Board shall have ten (10) working days to respond to the grievance.

### Step V

If the grievance cannot be settled in the above steps, the matter will be submitted to arbitration pending approval of the Association Executive Committee.

Any cost involved in the procedure set forth above will be borne equally by IU 29 and the Association.

Any Employee suspended or terminated shall proceed directly to Step 3 of the grievance procedure.

The time limits in the Article may be adjusted by mutual agreement.

## ARTICLE 15.      PAYROLL DEDUCTIONS

The Board agrees to allow the following payroll deductions with employee authorizations:

- A. Association Dues as authorized by the employee with remittance to be made to Intermediate Unit #29 Education Association, the Association, with such deductions made bi-weekly and remitted to the Secretary-Treasurer of the Association following the final pay of each said month.

- B. Health Insurance
- C. Annuities
- D. Educators' Mutual Insurance Premiums
- E. Local Wage Tax when required by law
- F. Retirement under P.S.E.R.S
- G. Tuition Account Plan (TAP 529)
- H. Credit Union Payroll Deduction
- I. Disability Income Protection

All employees shall complete the necessary documents for the direct deposit of his/her bi-weekly net pay to a financial institution as designated by the employee.

#### ARTICLE 16. MEET AND DISCUSS

The Board shall appoint three (3) of its members and one or more members of the administrative staff to a committee, which shall meet with a three (3) member committee of the Association for the purpose of meeting and discussing those matters referenced under Section 702 of the Public Employee Relations Act, Act 195.

A minimum of one meeting with this committee shall be held at the request of the Association. Other meet and discuss meetings with administrative staff shall take place at reasonable times and places, provided; however, that such meetings shall not interfere with the regular assignments of employees.

#### ARTICLE 17. WAIVERS

The parties agree that additional negotiations on this Agreement will not be conducted on any item, whether contained herein or not, during the life of this Agreement.

**THIS SPACE IS INTENTIONALLY BLANK, SIGNATURE PAGE TO FOLLOW**

**SECTION III. Effective Date and Signature**

This Agreement is made and entered into this 14th day of December by and between the Intermediate Unit #29 Education Association/PSEA/NEA and the Schuylkill County Intermediate Unit 29.

Intermediate Unit #29 Education Association/PSEA/NEA ATTEST:

Jami BY: Kristin Gumboldt  
DATE: 12-21-20

SCHUYLKILL INTERMEDIATE UNIT 29

ATTEST:

Janna Ryan Zimeroff BY: Debra Jacoby  
DATE: 12/14/2020