Collective Bargaining Agreement

SCHUYLKILL TECHNOLOGY CENTER

Between:

Schuylkill Technology Center Operating Agency
Board of Directors
and
Schuylkill Technology Center Education Association/PSEA/NEA

For the years

2026-2027, 2027-2028, 2028-2029

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PREAMBLE

This agreement entered into between the Schuylkill Technology Center Education Association/PSEA/NEA and the Schuylkill Technology Center Operating Agency (Schuylkill Intermediate Unit 29) Board of Directors.

WITNESSETH

Whereas, the parties have reached certain understandings which they desire to confirm in the Agreement:

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Schuylkill Technology Center Education Association/PSEA/NEA, hereinafter called the Association, is hereby recognized by the Schuylkill Technology Center Operating Agency (Schuylkill Intermediate Unit 29) Board of Directors, hereinafter called the Board, as the bargaining agent for professional teaching employees under Pennsylvania Law (Acts 88, 195 and all other applicable laws) providing for collective bargaining for public employees.

ARTICLE II - NO LOCK OUT - NO STRIKE PROVISION

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Acts 88 and 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 and Act 88) during the term of this Agreement.

ARTICLE III - CONTRACT TERMS

1. **Term of Agreement**
   The term of this Agreement shall begin on July 1, 2026, and shall continue in full force and effect until June 30, 2029, or until such a later date as both parties may hereinafter agree to be the extended ending date. Any such extended date shall be evidenced as an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

2. **Separability**
   If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

3. **Previous Agreements**
   Both parties agree that all previous Board and Administration policies affecting wages, hours, and terms and conditions of employment and benefits not included in or not amended by this Agreement will remain in effect.

4. **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.

5. **Effective Date**

This Agreement is made and entered into this **4th day of May, 2026,** by and between the Schuylkill Technology Center Education Association/PSEA/NEA and the Schuylkill Technology Center Operating Agency (Schuylkill Intermediate Unit 29) Board of Directors.

ATTEST:

Scott Jacoby, President

Schuylkill Technology Center Operating Agency Board of Directors

05/26/2026
Date

ATTEST:

Signature

Schuylkill Technology Center Education Association/PSEA/NEA

May 26, 2026
Date

ARTICLE IV – GENERAL PROVISIONS

1. **Secondary/Postsecondary Programs**
The contents of this agreement shall be in effect for all full-time professional employees of the secondary and postsecondary programs.

2. **Certification**
(a) Secondary Program
All full-time professional employees in the secondary program must meet the requirements for professional certification as set forth by the Pennsylvania Department of Education.

(b) Postsecondary Program
All full-time professional employees in the postsecondary program, with the exception of the LPN Staff, must meet the requirements for professional certification as set forth by the Pennsylvania Department of Education. The teaching staff of the LPN Program must meet the certification requirements as set forth by the Pennsylvania State Board of Nursing.

ARTICLE V – WAGE AND SALARY PROVISIONS

1. **Wages and Salary**
The parties agree that wages and salaries to be affected by this Agreement are accurately reflected, and that the schedule of wages and salaries set forth in Article V shall be the schedule which shall remain in force for the period of this Agreement.

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

2. **Salary Increases**
The annual increase shall be $3,400 per employee for the 2026-2027 school year. For the remaining two years of the contract, the raise shall be based on the average increase of the eight (8) highest member Districts increases for that contract year. The minimum salary increase shall be$2,000 for each year of the contract. (The average increase in the member school districts (total dollars bargained divided by the total number of employees as **provided by the Districts**) shall be divided by the number of member districts used, and the total increase confirmed by both the Business Office and the Association, consistent with the current practice as of the signing of this Agreement. Any contracts unsettled as of July 31st of that budget year shall not be used in the calculation.

The calculation of the average wage increase shall be completed no later than August 10th of that budget year. Employees will receive confirmation of their annual salary by the first pay in September.

Each bargaining unit member shall receive the same wage increase (with the exception of those individuals hired at the starting salary).

If any member school districts' salary information is in question the Association, Executive Director, and Business Manager shall work together and agree upon the correct number to be used in the salary calculation.
The annual increases will be applied to the first paycheck in September.

An increase of $600.00 will be made for track movement A to B when a request for track change form is submitted and includes an official sealed college transcript and/or an original of the most recent Pennsylvania Department of Education Certificate or state license.

An increase of $1,500.00 per track will be made for track movement B to F when a request for a track change form is submitted and includes an official sealed college transcript and/or an original of the most recent Pennsylvania Department of Education Certificate or state license. Track increments are not retroactive.

3. **Entry Level Salaries**

The entry level salary shall be the average of the eight (8) member Districts with the highest starting salaries for that contract year. 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 July 31st of that budget year.

One-Thousand Five Hundred dollars ($1,500.00) shall be added to the base salary for each year of teaching or trade experience that is credited by the Director at the time of employment up to a maximum of eight (8) years. The basis for such credited experience shall be all or part of the individual's actual employment history or teaching history. In the event it is difficult to fill an existing vacancy, the Board of Directors reserves the right to exceed the maximum teaching or trade experience.

4. **Extra-Curricular Activities Compensation**

(a) Club Advisors

Club Advisors shall receive an annual stipend of $1,500.00 during the term of this contract.

A semester activity report shall be prepared by each advisor and forwarded to the building administrator no later than January 31st and June 30th each year. All advisors must submit a calendar of club events, meetings, fundraisers, field trips, etc. with the second activities report submitted on or before June 30th. All advisors must be formally approved by the Board on an annual basis.

Student clubs or organizations recognized under this Agreement are as follows:

Skills USA	4 advisors
Distributive Education Club of America (DECA)	1 advisor
HOSA	1 advisor
National Technical Honor Society	1 advisor
eSports	1 advisor

(b) Lead Teacher

Each teacher selected to be a Lead Teacher shall receive an annual stipend of $1,000.00 for

performing the duties in first year and $1,100.00 in the second year as prescribed in the approved Lead Teacher job description. Each teacher selected shall serve a maximum term of two years. A semester activity report shall be prepared by each Lead Teacher and forwarded to the building administrator no later than January 31st and June 30th each year. All Lead Teachers must submit a report of activities, meetings, induction meetings, etc. with the second activities report on or before June 30th. Lead Teachers shall be permitted to apply for one additional two-year term after their initial two-year term is completed.

In the event of an extended absence by the lead teacher, a substitute lead teacher shall be selected on the basis of seniority to serve as lead teacher and shall be paid a prorated portion of the lead teacher stipend, based on the number of days served as lead teacher.

(c) Mentor Teacher

The Mentor 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 Mentor Team shall be comprised of one Administrator and one Mentor Teacher. The personnel who serve as a mentor shall be selected upon recommendation of the administration. Teachers who serve as a mentor shall receive a stipend of $700.00 per year. Teachers serving for less than a one-year period shall have the stipend prorated to the number of days served as a mentor teacher.

New teachers who have already completed an induction program with a previous employer shall be assigned a mentor from the bargaining unit for transition support. This mentor shall be compensated at a rate of $500.00 per year.

Any Bargaining Unit Member who is assigned as a Mentor Teacher for a newly hired adult education instructor to provide transition support shall be compensated at a rate of $500.00 per year.

(d) Post-Secondary Teaching

Any instructor who is engaged in Post-Secondary instruction shall be compensated at a rate of $30.00 per hour for all direct instruction hours.

5. LPN Program

(a) Salary Track Criteria

The full-time professional teaching employees of the Licensed Practical Nursing Program shall be placed on the appropriate track of the salary schedule as described below:

Intern - Fewer than 60 credits toward B.S.N.
B.S./Vocational I - Minimum of 60 credits towards B.S.N.
Vocational II - B.S.N. Degree

(b) Practical Nursing Coordinator

The Practical Nursing Coordinator shall receive an additional stipend of $6,000.00.

(c) Rate for Additional Hours

Practical Nursing Instructors shall, with the approval of the Executive Director, be

compensated at a rate of $40.00 per hour for all hours worked above the contractual work year for all other Bargaining Unit Members.

6. **Salary Track Criteria**

The Salary Track Criteria that follows includes six (6) tracks that are labeled A through F. Placement and movement on the Salary Track Schedule is based on the following criteria. Professional employees, prior to moving cross track, must submit a request for a track change form and include an official sealed college transcript and must present the original of the most recent Pennsylvania Department of Education Certificate or state license.

Track A

- Track A will be $600.00 less than Track B
- Vocational Intern Certificate (per Pennsylvania Department of Education - Section 49.151)

Track B

- Bachelor's Degree OR
- Vocational Instructional I Certificate (per Pennsylvania Department of Education - Section 49.142)

Track C

- Bachelor's Degree plus 24 credits approved by the Pennsylvania Department of Education
  for Instructional II Certification OR
- Vocational Instructional II Certificate (per Pennsylvania Department of Education - Section 49.143)

Track D

- Master's Degree OR
- Master's Equivalency Degree (per Pennsylvania Department of Education - Section 49.191) OR
- Bachelor's Equivalency Degree (per Pennsylvania Department of Education — Section 49.191)

Track E

- (staff may not apply credits bought for trade experience)
- Master's + 15 college credits OR
- Master's Equivalency + 15 college credits OR
- Vocational II plus 51 credits OR
- Bachelor's Equivalency + 15 college credits OR
- Bachelor's + 24 plus 51 credits

Track F

- (staff may not apply credits bought for trade experience)
- Master's + 30 college credits OR
- Bachelor's Equivalency + 30 college credits OR

- Vocational II plus 66 credits OR
- Master's Equivalency + 30 college credits OR
- Bachelor's + 24 plus 66 credits

Tracks G & H are deleted (anyone that is on Track G or H in 2011-2012 would permanently assigned to Track F).

ARTICLE VI - INSURANCE BENEFITS

1. **Hospitalization Insurance**
   The Board will continue to provide the hospitalization benefits as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan, or equivalent coverage, for full-time employees and enrolled dependents.

2. **Insurance Protection**
   The employer shall provide all eligible employees with the following insurance plan:
   Preferred Provider Organization B (PPO 750/1500)

   Point of service co-payments shall be as follows:

Primary Care Physician	$15.00 Co-Pay
Specialist	$30.00 Co-Pay
Urgent Care	$40.00 Co-Pay
Emergency Room	$100.00 Co-Pay

3. **Dental Care Insurance**
   Dental care insurance with periodontics and orthodontic benefits, as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan, or equivalent coverage, for the employee and enrolled dependents and premium for such insurance will be paid by the Board.

4. **Vision Care Insurance**
   Vision Care Insurance (eye examination and refraction) will be provided, for each full-time professional teaching employee and enrolled dependents and the premiums for such insurance shall be paid by the Board as described in the Schuylkill County School Employees' Health and Welfare Trust Employee Benefit Plan. This plan shall include annual eyeglasses and examinations.

5. **Prescription Safety Glasses**
   Reimbursement up to a maximum of $125.00 towards the cost of prescription safety glasses, required to be worn in the STC program in which the employee is assigned, shall be offered once every 24 months. The eligible employee is responsible for completing the appropriate paperwork to request reimbursement.

6. **Prescription Plan**
   A co-pay family prescription drug program will be provided for each eligible employee, spouse, and dependent(s) and the premium will be paid by the Board based on the following co-pay schedule:

Prescription Drug Coverage		
	Retail Pharmacy	Mail Pharmacy
Deductible	$50.00 Per Calendar Year	N/A
Member Cost Share	up to 31-day supply Generic-$10.00 Formulary-$25.00 Non-Formulary-$75.00	up to a 90-day supply Generic-$20.00 Formulary-$50.00 Non-Formulary-$150.00
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	

7. **Premium Share**
All employees eligible for board paid insurance will pay a pre-tax premium share 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.

During the term of this contract, the premium share per pay amount recovered by the Board will be as follows:

2026-2027

Single	$55.00
2-Person	$60.00
Family	$65.00

2027-2028

Single	$65.00
2-Person	$70.00
Family	$75.00

2028-2029

Single	$70.00
2-Person	$75.00
Family	$80.00

8. **Waiver of Insurance Coverage**
An employee eligible for insurance coverage through his/her spouse may decline board-paid insurance and shall be entitled to a stipend as set forth below:
    - If 11 or more employees opt-out of insurance coverage, an $8,000 stipend will be paid to each employee waiving coverage.
    - If between 6 and 10 employees opt-out of insurance coverage, an $6,000 stipend will be paid to each employee waiving coverage.
    - If 5 or fewer employees opt-out of insurance coverage, an $3,000 stipend will be paid to each employee waiving coverage.
    -

Any employee entitled to this stipend shall receive it by way of a semi-annual payment with the first pay in December and the first pay in June of each school year.

To be eligible for the stipend, the employee must withdraw from enrollment in the Schuylkill Technology Center insurance coverage 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 May 1, with an effective date of July 1.

In situations where both spouses are employed by one or a combination of the Schuylkill Intermediate Unit or Schuylkill Technology Center, neither will be eligible for the insurance stipend. One spouse is required to be covered as a dependent on the other's coverage. Both spouses cannot have individual coverage under the insurance plan.

Employees who must re-enroll due to a qualifying event may do so without regard to preexisting conditions.

9. **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 13 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 VI, Section 8 of this agreement.

10. **Life Insurance**
The Board will provide term life insurance to the extent of forty thousand dollars ($40,000.00) on each full-time secondary/postsecondary teaching employee.

11. **Income Protection**
The Board will provide a group disability income protection plan in the amount of eleven hundred dollars ($1,100.00) per month coverage for the duration of this contract for each employee who enrolls in the plan.

12. **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 Bargaining Unit Members during the term of this contract or any extension of this contract whether by agreement or by operation of law, the

Board and Association agree to immediately declare the insurance provision of this agreement open for negotiation. The intent of this paragraph is to negotiate plan design changes, including but not limited to point of service co-payments and deductibles, in order to bring the value of the health insurance plans offered to Bargaining Unit members below the threshold of the tax.

In the event the Board and Association cannot reach an agreement that would result in a health care plan with no adverse tax implications for the Board 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 Board due to the health care coverage. This timeline can be extended by mutual agreement between the parties.

ARTICLE VII - LEAVES

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

Sabbatical leaves will be granted in accordance with Section 1166 of the Pennsylvania School Code.

Leaves of Absence for Professional Development shall be in accordance with Section 1166.1 of the Pennsylvania School Code. A detailed plan describing the professional development activities to be undertaken shall be pre-approved by the Executive Director or his/her designee.

13. Association Leave

Members of the Association who hold regional offices in the Pennsylvania State Education Association shall be granted leave to attend meetings and conferences which the holder of such office is required to attend, provided the Pennsylvania State Education 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 the building administrator at least five (5) days prior to the commencement of such leave.

1. Bereavement Leave

(a.) 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 stepfather or near relative who resides in the same household, or any person with whom the employee has made his home.

(b.) 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) workdays beginning with the date of death unless otherwise approved by the Executive Director or designee.

(c.) 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.

2. **Civic Duty**

Whenever any employee is issued a subpoena to appear in court to testify in court cases where the employee is not a party to the action, the employee shall not suffer loss of pay or personal/sick leave. This shall include criminal cases where the member is not the defendant and shall exclude civil cases where the employee is a party, unless the civil case is related to the member's employment at the STC. This leave shall be for a maximum of three days per year.

3. **Disability Leave**

The Board shall pay health insurance coverage for a full-time employee for thirty (30) days when an employee is on unpaid disability leave.

4. **Emergency/Personal Leave**

One (1) day of emergency and three (3) days of personal leave shall be granted each year to each professional teaching employee. Personal leave may be carried over from one year to the next; however, emergency leave does not carry over from year to year.

For personal leave days, the following requirements will prevail:

(a.) No more than two (2) professional teaching employees in the Schuylkill Technology Center – South Campus and two (2) in the Schuylkill Technology Center – North Campus will be granted a personal day on the same day. The first 2/2 (two/two) professional teaching employees giving notice to the administrator of the building shall be entitled to such day.

(b.) A personal day shall not be granted unless the building administrator has been given at least five (5) days' notice of an intent to take such a personal day.

(c.) 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 on a form to be supplied by the administration.

(d.) Unused personal days in a school year will be credited to accumulated sick leave.

(e.) An employee may elect to accumulate up to seven (7) days of personal leave for use during any year; otherwise, the employee will notify the administration at the end of the school year as to his/her intention to accumulate personal days or convert them to sick days.

(f). Employees shall be entitled to one day of emergency leave without loss of pay when the reason necessitating such leave is as follows:

1. Serious illness or accident involving a member of the Bargaining Unit Employee's

immediate family.

2. Hospitalization for surgical or medical reasons of a member of the Bargaining Unit Employee's immediate family. This includes birth of a child to the Bargaining Unit Employee's wife.
3. Emergency affecting home or personal property.
4. Appearance by the Bargaining Unit Employee in a capacity involving a lawsuit which is not school-connected.
5. Appearance for an IRS audit.
6. Funeral of a close friend.
7. Taking spouse or child to medical specialist appointment related to serious illness or injury.
8. Bringing mother and newborn baby home from the hospital.
9. Extension of bereavement leave in case of death of close relative.
10. Religious holidays.
11. Gap day(s) for birth of child.
12. Sick household members.
13. Such other reasons as are deemed by the Director to be in this category.

5. Family and Medical Leave Act

Employee may take up to twelve (12) weeks of unpaid leave from his or her job:

(a.) To care for newborn or newly adopted children,
(b.) To care for children, parents or spouses who have serious health conditions, or
(c.) To recover from his or her own serious health condition that makes the employee unable to perform his or her job.

Employer benefits will be provided in accordance with the Family and Medical Leave Act of 1993 and applicable revisions.

6. Jury Duty

Professional employees called for jury duty shall be granted leave with pay, less any compensation received for such duty. A copy of the summons or notice must be sent to the Business Office with any compensation received.

7. Legal Actions

Whenever any civil suit for damages or criminal action is brought against a teacher, administrator or the IU/STC by a student, parent of a student, or the Commonwealth of Pennsylvania, and 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 upon providing proof of subpoena or summons document. 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.

8. Maternity Leave

The Board will provide to professional employees taking maternity leave or disability leave due to maternity, paid hospitalization benefits only from the date maternity leave begins until

discharge by the employee's physician, but not to exceed six (6) months.

9. **Sick Leave**
Full time employees are provided ten (10) sick days per year. Absence due to illness or accidental injury shall be in accordance with Section 1154 of the Pennsylvania School Code. Each employee may use a maximum of four (4) sick days per year for family medical leave. Family medical leave days are not cumulative. Each teaching employee shall be notified of the number of unused sick leave days accumulated no later than September 1st of each year.

10. **Workshops/Conferences**
Employees may attend schools, courses, workshops or conferences within Pennsylvania with the approval of the Executive Director or designee and shall be reimbursed for registration, travel, lodging and meals only. Approval shall be at the sole discretion of the Executive Director or designee and shall not be subject to review. Out-of-state travel must be pre-approved by the Board.

11. **Workmen's Compensation - Days Not Charged**
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 event, during the period when an employee is receiving Workmen's Compensation Benefits or one hundred fifty (150) days, whichever is less, the Board shall pay to such employee his regular salary. Any compensation benefits received under the Pennsylvania Workmen's Compensation Act shall be assigned to the Operating Agency by the employee within ten (10) days of receipt of said benefits, and if not, it shall be deducted from the next payment of salary together with the surcharge of five percent (5%) for non-compliance.

Should the benefits received under Pennsylvania Workmen's Compensation Law be more than said employee's regular salary, said employee shall be entitled to retain the monetary benefits in excess of his/her regular salary.

12. **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. The Association will communicate the sick day need to its members in writing. Any member volunteering to donate sick days will agree in writing prior to October 1st each year. Once a day is contributed to the catastrophic sick day program, the contribution is irrevocable. A maximum of two (2) sick days per year may be contributed to the program by each member of the program. 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 necessary by a committee of three (3) teachers, one (1) administrator and one (1) board member 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.

ARTICLE VIII - SCHOOL SCHEDULE AND CALENDAR

1. **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 STC program. 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. Any Secondary Instructor required to provide services beyond the contracted hours shall be compensated at a rate of $30 per hour or shall be granted compensatory time equivalent to the amount of additional time worked with prior approval by the Executive Director or Designee.

2. **School Day**
(a) Secondary Program
The length of school day for professional employees shall be seven (7) hours inclusive of an uninterrupted, thirty (30) minute, duty-free lunch period. In-service days shall consist of a six (6) hour day exclusive of lunch.

(b) Postsecondary Program
Full-time teachers in the postsecondary full-time program are required to work the same number of hours and days including teaching and in-service days as the secondary vocational teachers. Work schedules shall be prepared by the administration.

3. **Additional Work Days**
Professional development or curriculum development days are not an entitlement and will be offered at the discretion of the administration. Days or additional hours that are offered in any given year are not to be considered as recurring days in subsequent years. Reimbursement for each day or additional hour will be based on federal or state grant funding and will be at the Board approved hourly rate.

Additional work days for the guidance counselor and school-to-work coordinator will be offered at the discretion of the administration. Days that are offered in any given year are not to be considered recurring days in subsequent years. Reimbursement for each day will be the rate of the average daily wage for the professional secondary staff in the contract year.

4. **Service on Committees**
All professional employees covered by this contract may be required, without additional compensation, to be present no more than fifteen (15) hours after the regular work day, as directed by the Board for such activities as committee meetings, workshops, in-service, parent-teacher conferences and Open House. These activities shall be limited to five (5) per year.

Teachers shall regularly serve on the Occupational Advisory Council and shall serve as committee secretary and submit a copy of the minutes of each meeting to the Director of Vocational Education. Service on the Occupational Advisory Council shall be in addition to the hours set forth in the preceding paragraph.

5. **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 his/her duty-free lunch, the employee will notify the building office and co-worker of his/her destination.

6. **Live Work**
   Any instructor who accompanies a class onto a job site for Live Work Experiences who does not receive a duty-free lunch on that day shall be permitted to leave 30 minutes early at the end of the student day. In the event that it is not possible for the instructor to leave early due to scheduled meetings, the 30 minutes shall be used on another date by mutual agreement of the instructor and his/her supervisor.

ARTICLE IX - OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Article IX and made part of this Agreement.

Any changes in other employee benefits to which the parties may agree conditioned upon a change in the term of this Agreement, as provided in Section 3, shall be evidenced by a revised Article IX which shall be executed by the parties and made part of this Agreement.

1. **Act 48 Committee**
   The Association and the JOC shall create an Act 48 committee to be comprised of representatives of the Bargaining Unit and Administration. The function of this committee shall be to plan Act 48 approved trainings to be offered on in-service days.

2. **Industry Credentials**
   The Executive Director, with the prior approval of the STC Board of Directors, may authorize a teacher to be reimbursed for the cost of training programs or courses to obtain or maintain industry credentials that are directly related to the professional duties and responsibilities of the teacher and the educational program being offered by the STC. Subject to approval by the Board, the approval and reimbursement of Industry Credentials shall be based on and granted for those training programs and/or courses recommended by the Occupational Advisory Committee (OAC) or the Pennsylvania Department of Education (PDE). All training programs or courses require pre-approval of the Executive Director prior to enrolling in the training and incurring any expense. The amount of any reimbursement will be done according to the approved district travel policy. Credentials or units earned for any Industry Credential shall not be used by a teacher to advance from one salary track to a higher salary track; however, credit-based classes (taken for undergraduate or graduate credit at an accredited college or university) to secure said credentials, if applicable, shall be honored for salary track advancement.

3. **Just Cause**
No employee in the bargaining unit shall be discharged or reduced in compensation without just cause.

4. **Meet And Discuss**
The Board shall appoint a maximum of three (3) of its members and a member of the administrative staff to a committee which shall meet with a three (3) member committee of the Association, at the request of the Association, for the purpose of meeting and discussing those matters referenced under Section 702 of the Public Employee Relations Act, Act 195 and Act 88.

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

5. **Mileage Reimbursement**
A professional employee who uses his or 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).

6. **Posting of Vacancies**
The Board shall incorporate into the Board Policy Manual, a policy and procedure for posting vacancies that occur in the secondary and postsecondary program.

7. **Program Budgets**
Faculty shall have the right to participate in the development of their program budgets.

8. **Safe Working Conditions**
The Board shall make reasonable efforts to correct any unsafe or hazardous conditions in the Schuylkill Technology Centers within a reasonable period of time after such conditions have been reported in writing to the Director of Vocational Education.

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

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 Vocational Technical Schools and in the respective industry.

A workplace committee will be assembled and will be comprised of an equal number of representatives from the Bargaining Unit and Administration. The function of this committee shall be to discuss and address issues of workplace safety.

9. **Seniority**

Seniority is determined, in part, by provisions found within the Pennsylvania School Code 24 PS 11-1125.1 and by the provisions set forth as follows:

(a.) Seniority is not awarded in cases where an employee serves in any substitute positions.

(b.) Seniority is not awarded for military service prior to initial employment.

(c.) Seniority is awarded on a pro-rated basis to part-time employees by the proportion of the full-time duties performed. Pro-rata seniority will be calculated and awarded when an employee works (1) less than a full year, (2) less than a full week or (3) less than a full day.

(d.) Seniority is not awarded for experience outside of the STC/IU.

10. **State Mandated Training**

Bargaining unit members shall comply all state mandated training and furnish verification of completion to administration.

11. **Transfers**

Any professional vocational education teacher in the secondary program who is transferred to the postsecondary full-time program will be granted the right to return to a position in the vocational education secondary program if he or she is eligible when such a position vacancy occurs. Said employee will also be granted the right to refuse the assignment if he or she desires to remain in the postsecondary full-time program.

12. **Tuition**

Professional teaching employees shall be reimbursed for credits each year as follows:

(a.) 18 credits per year for employees that have not obtained the level of Vocational II or Instructional II.
(b.) 12 credits per year for employees having obtained the level of Vocational II or Instructional II.

For credits to be eligible for reimbursement, the course must be in the field of education or will benefit the STC. Courses that do not meet these criteria are subject to Board approval. The reimbursement per credit rate shall not exceed the prevailing per credit rate as established by the Pennsylvania State University or Temple University. Employees attending institutions with a lower per credit rate than that of the Pennsylvania State University or Temple University shall be reimbursed at that per credit rate. Those employees attending institutions with a higher per credit rate than the Pennsylvania State University or Temple University shall be reimbursed at the per credit rate of the Pennsylvania State University or Temple University, whichever is higher.

The approval of the Executive Director of the Schuylkill Intermediate Unit, or designee, must be obtained before the costs are incurred by the employee.

The use of a Deferred Payment Plan with the college or university shall be deferring payment until the end of the course. The deferred payment plan is between the employee and the college or university. The Schuylkill County AVTS Operating Agency will not reimburse the college or university directly on behalf of the employee.

Receipted invoices for the tuition, book, and all mandatory fee payments and evidence of satisfactory completion (not failed or withdrawn) of the course must be presented to the Executive Director or designee prior to receiving the reimbursement payment.

Reimbursement shall be made following approval by the Intermediate Unit Board. Receipted invoices for tuition, books, lab fee and computer fee payments and evidence of satisfactory completion (not failed or withdrawn) of the course must be presented to the Executive Director or designee at least one (1) week before the meeting of the Board of Directors of the Intermediate Unit in order to obtain approval by the Board.

In the event an employee resigns, for purposes other than retirement, the employee shall repay tuition reimbursement to the Board. Reimbursement will be calculated based on one hundred percent (100%) of courses reimbursed within 730 days prior to resigning.

ARTICLE X- PAYROLL DEDUCTIONS

The Board agrees to allow the following payroll deductions from the salaries of employees upon receipt of proper authorization from the employee:

(a.) Professional Association dues as authorized by the employee with remittance to be made to the Schuylkill Technology Center Education Association/PSEA/NEA
(b.) Health Insurance
(c.) Annuities
(d.) U.S. Savings Bonds
(e.) Christmas Clubs
(f.) Local Wage Tax when required by law
(g.) Credit Union Payroll Deduction
(h.) Disability Income Protection
(i.) Life Insurance
(e.) Pennsylvania Tuition Account Program (TAP)

ARTICLE XI - RETIREMENT

1. **Retirement Incentive**

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

(a.) The employee must have been employed for a least twenty (20) years of uninterrupted service* by the Schuylkill County AVTS Operating Agency/Schuylkill Intermediate Unit and must have years credited to the Public-School Employees' Retirement System (PSERS) and retiring through the PSERS System. The required number of years credited with PSERS is 30 years of service.

(b.) As an alternative to the requirements in Section a, above, the employee must have been employed for at least fifteen (15) years of uninterrupted service* by the Schuylkill County AVTS Operating Agency/Schuylkill Intermediate Unit and be currently eligible to retire under superannuation as defined by the PSERS System.

(c.) As an alternative to the requirements in Sections a and b above, any employee who has been employed by the Schuylkill County Area Vocational Technical School/Schuylkill Intermediate Unit for at least fifteen (15) years of uninterrupted service* and with twenty years credited to PSERS shall be eligible to receive two years of coverage at 100% coverage or 4 years of coverage at 75% coverage or a one-time lump sum payment of $5,000 into the employee's 403(b) account.

If the employee is retiring under Section C, then the employee must follow the same procedure outlined below.

The employee must provide written notification to the Board of Directors of retiring at least ninety (90) school days prior to retiring.

The employee must notify the Board of Directors in writing as to which Retirement Incentive he/she selected at the time of submitting the notification of retirement from one of the following:

(1) One hundred percent (100%) of the net cost of the employee-only full group insurance for five (5) years commencing immediately after retiring or until Medicare eligible, whichever is first.

If the employee elects the 5 years or 2 years at 100% medical coverage, net cost is defined as the total cost of the health insurance less the PSERS Premium Assistance Reimbursement each month. The eligible employee agrees to pay the Premium Assistance Reimbursement to the Schuylkill County AVTS Operating Agency each month in advance, due on the 1st of each month.

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, whichever is first,

If the employee elects the 7 years or 4 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.

Or

(3) A lump sum payment of $10,000 to a 403(b) Tax Sheltered Annuity or a 457(b) Deferred Compensation Plan approved by the Schuylkill County AVTS Operating Agency/Schuylkill Intermediate Unit 29 and the Association.

The term full group insurance refers to health, prescription drug, dental and vision as defined in the Schuylkill County School employees' Health and Welfare Trust Employee Benefits Plan. The eligible employee is required to select from the insurance plans available to current employees. Should an insurance plan be eliminated or amended the retiree will be subject to the same changes.

Should the employee be eligible for coverage through a spouse or through another employer, the employee will no longer be eligible for the Board paid hospitalization coverage during that time. While covered through a spouse or through another employer, eligible coverage under the terms of this agreement cannot be banked for use at a later time.

* Definition: Continuous years if service without interruption - For the purpose of the articles in this contract, continuous years of service without interruption shall be defined as without interruption of service by another employer. An exception to this (that is, being employed elsewhere) shall only occur in cases where an employee is suspended due to reduction in staff. Should that employee secure other employment while suspended, the "continuous years" rule will continue to apply provided that the employee annually report his/her current address and intent to accept the same or similar position when offered. In all other cases, securing other employment during an interruption of service will void all respective contractual benefits.

Article XII – SICK LEAVE PAY

Full-time professional 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 at a rate of fifty-five dollars ($55.00) per day for their first 100 unused sick days and sixty-five dollars ($65.00) for each unused day in excess of 100 days. A lump sum payment will be made to a 403(b) Tax Sheltered Annuity or a 457(b) Deferred Compensation Plan approved by the Schuylkill County AVTS Operating Agency/Schuylkill Intermediate Unit 29 and the Association.

ARTICLE XIII - GRIEVANCE

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

The parties agree that grievances, which arise out of the interpretation of this Agreement, shall be resolved in accordance with the grievance procedure described in Article XI.

1. **Grievance Procedure**

The parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of this Agreement is necessary. A claim by a professional teaching employee that there has been misinterpretation of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Step I

In the event that a professional teaching employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with the building administrator either personally or accompanied by his representative within ten (10) school days after is occurrence. At such time the employee shall submit to the building administrator written documentation

on forms available in the office of each building officially designated as the teaching station or home office of said employee indicating the section of the contract being grieved. The building administrator shall indicate his disposition of the grievance in writing within ten (10) school days after the first discussion. If the employee is not satisfied with the disposition of the grievance by, the building administrator and a grievance still exists, he shall within ten (10) school days of the receipt of the building administrator's disposition, invoke Step II of the grievance procedure.

Step II

In the event that the employee and the building administrator fail to resolve the grievance, the grievance shall be submitted to the Director of Vocational Education as outlined in Step II. Within ten (10) school days of the receipt of the grievance, the Director of Vocational Education shall meet with the grievant and/or his representative in an effort to resolve the grievance. The Director of Vocational Education shall indicate his disposition of the grievance in writing within ten (10) school days of such meeting and will furnish two (2) copies thereof to the grievant.

If the grievant is not satisfied with the disposition of the grievance, and a grievance still exists, the employee shall within ten (10) school days of the receipt of the Director of Vocational Education's disposition, invoke Step III of the grievance procedure.

Step III

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance shall be transmitted to the Executive Director and/or his designee. Within ten (10) school days, the Executive Director and/or his designee shall meet with the grievant and/or his representative on the grievance and shall indicate his disposition ofthe grievance in writing within ten (10) school days of such meeting, and shall furnish two (2) copies thereof to the grievant. If the grievant is not satisfied with the disposition of the grievance, and a grievance still exists, the employee shall within ten (10) school days of the receipt of the Executive Director's disposition invoke Step IV of the grievance procedure.

Step IV

If the grievant is not satisfied with the disposition of the grievance by the Executive Director or his designee, or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, or a committee appointed by the Board, no later than its next regular meeting may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than ten (10) school days thereafter. Two (2) copies of such disposition shall be furnished to the grievant. If the employee is not satisfied with the disposition of the grievance by the Board, and a grievance still exists, the Association may within ten (10) school days of the receipt of the Board's disposition invoke Step V of the grievance procedure.

Step V

If the Association is not satisfied with the disposition of the grievance by the Board, or if

no disposition has been made within the period above provided, the Association may, within fifteen (15) school days, notify the Board of the Association's intention to submit the grievance to arbitration. The notice shall be accompanied by a list of three (3) arbitrators.

The Board shall, within seven (7) school days of receipt of the list, notify the Association of acceptance of one of the proposed arbitrators, or submit to the Association a list of three (3) proposed arbitrators.

The Association shall, within seven (7) school days of receipt of the list, notify the Board of acceptance of one of the proposed arbitrators or file a request with the Board of Mediation of the Commonwealth of Pennsylvania for arbitration according to Act 195, Article IX, Section 903.

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event of a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Expiration of Time Limit

Wherever the procedure herein provides a time limit for the disposition of a grievance, the grievant or Association, depending on the step in the process, shall have the same amount of time following the disposition, or if no disposition is made, the expiration of such time limit, to initiate the next step in the grievance procedure. If either party fails to initiate the next step within the specified time, the grievance shall be considered resolved.

APPENDIX – A

GRIEVANCE FORM

Schuylkill Technology Center Operating Agency

This form should be submitted to the Building Administrator in duplicate.

Date filed: _____

_____

Name Building Assignment

STEP I (After discussion of grievance with Building Administrator)

A. Date Cause of Grievance Occurred_____

B. Section of Contract being Grieved_____

C. Statement of Grievance_____

_____

_____

_____

_____

_____

Relief Sought _____

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All Schuylkill Intermediate Unit #29 actions and activities are nondiscriminatory in accordance with state and federal laws, including Title VI, Title IX, Sections 503 and 504, the Age Discrimination Act of 1975, and the ADA. Information about accommodations or complaints should be addressed to Executive Director Schuylkill Intermediate Unit 29, 17 Maple Avenue, Mar Lin, PA 17951, (570) 544-9131.

D. Disposition by Building Administrator

Signature Date

E. Position of Grievant and/or Association

Signature Date

Step II. (If grievance is not resolved)

A. Date Received by Director_____

B. Disposition of Director_____

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Signature of Director Date

C. Position of Grievant and/or Association_____

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Signature Date

Step III. (If grievance is not resolved)

A. Date Received by Executive Director or Designee_____

B. Disposition of Executive Director or Designee_____

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Signature Date

C. Position of Grievant and/or Association_____

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Signature Date

Step IV. (If grievance is not resolved)

A. Date Received by Board of Education or Designee_____

B. Disposition of Board_____

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Signature Date

C. Position of Grievant and/or Association_____

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_____
Signature Date

A. Date Submitted to Arbitrator_____

B. Attach sheet showing disposition and award of Arbitrator.