

AGREEMENT

between

BLaST INTERMEDIATE UNIT 17

and

**BLaST INTERMEDIATE UNIT
EDUCATION ASSOCIATION PSEA-NEA**

July 1, 2016– June 30, 2019

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PREAMBLE

THIS AGREEMENT is entered into effective the 1st day of July, 2016, by and between the BLaST INTERMEDIATE UNIT 17, and the BLaST EDUCATION ASSOCIATION (PSEA-NEA).

ARTICLE I **DEFINITIONS**

1. Definitions. When used in this Collective Bargaining Agreement, the following terms shall have the following meaning:
 - a. “Agreement” means this collective bargaining agreement between the Association and the Intermediate Unit.
 - b. “Assistant Executive Director” shall mean the Assistant Executive Director, the Acting or Interim Assistant Executive Director, or the representative or designee of any of them.
 - c. “Association” shall mean the BLaST Education Association, PSEA-NEA.
 - d. “Association President” shall mean the President of the Association or his/her designee.
 - e. “Board” shall mean the Board of School Directors of the Intermediate Unit.
 - f. “Collective Bargaining Unit” shall mean the collective bargaining unit that has been certified by the Pennsylvania Labor Relations Board.
 - g. “Employee(s)” shall mean an individual(s) who is in the collective bargaining unit represented by the Association and covered by this Agreement.
 - h. “Executive Director” shall mean the Executive Director, the Acting Executive Director, the Substitute Executive Director, as applicable, or the representative or designee of any of them.
 - i. “Intermediate Unit” shall mean the BLaST Intermediate Unit 17.
 - j. “LEA: and “Local Education Agency” shall mean a public school entity that is a public school district, a public vocational-technical school, or an Intermediate Unit. These terms shall not mean charter schools or cyber charter schools.

ARTICLE II
DECLARATION OF
PRINCIPLE, POLICY AND PURPOSE

Section 2.01 It is the intent and purpose of the Association and the Intermediate Unit to promote the efficiency of the Intermediate Unit. In order to render the most efficient public service, the Association and the Intermediate Unit agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee/management cooperation in the public service requires a clear statement of the respective rights and obligations of employees and management and for this purpose enter into this Agreement.

ARTICLE III
RECOGNITION

Section 3.01 The Intermediate Unit recognizes the Association as the exclusive and sole representative for collective bargaining with respect to wages, hours and other terms and conditions of employment for all professional employees certified as follows:

UNIT: All certificated teachers of exceptional children, coordinators, and school psychologists excluding supervisors, first level supervisors, and confidential employees as defined in the Act.

ARTICLE IV
NO DISCRIMINATION CLAUSE

Section 4.01 There shall be no discrimination or distinction in the treatment of an individual or group in matters affecting their employment status because of race, age, religion,

national origin, marital status, sex, political opinions, employee organization affiliation or non-affiliation. All Employees who wish to do so are free to join the Association and any Employee desiring not to join or wishing to sever his relation with said Association can do so at any time without impairment of his employment relationship.

Section 4.02 All reference to teacher(s), psychologist(s), coordinator(s), employee(s), and professional employee(s) in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to mean male and female.

ARTICLE V **MEMBERSHIP DUES DEDUCTION**

Section 5.01 Upon the filing with the Executive Director a written authorization for such deduction signed by the individual Employee, the Intermediate Unit will deduct dues from the salaries of the Employees who are members of the Association and transmit the money by check to the Association. Such deductions will be made in approximately equal payments (November 1 through June 30) and paid to the Association at least quarterly.

Section 5.02 The Association will provide the Executive Director with proper payroll authorization forms for those employees who have authorized dues deductions from their salaries on or before October 31.

Section 5.03 The Intermediate Unit may rely on any authorization submitted by the Association and shall not be required to make any investigation with respect to the accuracy thereof, and shall be indemnified and saved harmless by the Association with respect to any act which the Intermediate Unit may do or refrain from doing in reliance upon such authorization.

Section 5.04 Each non-member in the bargaining unit represented by the Association shall be required to pay a “fair share” fee as provided by Act 84 of 1988. The Association further agrees to extend to all non-members the opportunity to join the Association.

Section 5.05 If any claim, suit of action of any kind whatsoever is made or filed in any form against the Intermediate Unit, its Board, successors, assigns, agents or employees, (together or individually referred to in this section as the “Intermediate Unit”) as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense and indemnity of the Intermediate Unit at the Association’s sole expense and through counsel mutually agreeable to the Association and the Intermediate Unit. The Intermediate Unit agrees to give the Association notice of any claim, suit or action made or filed against it, and agrees to cooperate with the Association in the defense of the case.

ARTICLE VI **INTERMEDIATE UNIT RIGHTS**

Section 6.01 It is understood and agreed that the Intermediate Unit has the exclusive right to hire, promote, demote, transfer and classify employees; and also the right of the Intermediate Unit to suspend, discipline or discharge any employee.

Section 6.02 Matters of managerial policy are reserved exclusively to the Intermediate Unit. These include, but shall not be limited to the right of the Intermediate Unit, at its discretion, to manage all operations including the direction of the working force: the right to plan, direct, and control the operation of all equipment and other property of the Intermediate Unit; the right to establish programs, standards of service, overall budget, utilization of technology, the organizational structure, and the selection and direction of personnel.

Section 6.03 The Intermediate Unit has, retains, and shall possess and exercise all rights and functions, powers, privileges, and authority that the Intermediate Unit possessed prior to the signing of a contract with the Association, excepting only those that are clearly and specifically relinquished or restricted to this Agreement. As illustrative of the rights of management possessed and retained but in no way to be construed as a limitation, the Intermediate Unit shall have the exclusive right: to determine the location of its operations; establishment of new units and relocation of old units; scheduling of operations; size of work force; to schedule, allocate and transfer work; to determine the hours of work and number of hours to be worked; to establish or discontinue specific jobs; to prepare and amend job descriptions within the area or areas of certification; to introduce new or improved methods, equipment, or facilities.

Section 6.04 The Intermediate Unit shall have the right to make, alter, publish, and enforce from time to time rules and regulations to be observed by the Employees. The reasonableness of a rule or regulation may be the subject of a grievance.

Section 6.05 The above recited management rights are not subject to the grievance procedure set forth herein unless in the exercise of said rights the Intermediate Unit has violated a specific term or provision of one or more other articles of this Agreement.

Section 6.06(a) Contracting Out. In order to provide mandated educational services to eligible students, the Intermediate Unit may contract out work normally performed by bargaining unit employees. The contracting out is subject to the following conditions:

(1) No Employee will be laid off as a result of the contracting out. Additionally, all furloughed professional employees on the recall list who have the qualifications to perform the work shall be recalled prior to contracting out the work.

(2) Employees have a full work schedule and the work to be performed is excess work.

(3) All excess work, to be scheduled by the Intermediate Unit, will be offered to the current Employees as overtime on a pro-rata per diem basis.

(4) In the event the excess work would demonstrably constitute a regular full-time position, the Intermediate Unit will search for an additional permanent employee.

(5) It is recognized that this is a temporary problem resulting from inordinate amounts of case work and under staffing. A permanent solution will constantly be sought by the Intermediate Unit.

(6) Prior to contracting out, Administration shall notify the Association.

Section 6.06(b) Cyber Contracts. With regard to cyber contractors, the Intermediate Unit shall be permitted to utilize such contractors provided that no bargaining unit member is furloughed as a result of utilizing the contractor and the Association is notified of the use of the contractor.

ARTICLE VII **PAYDAY**

Section 7.01 Employees shall be paid on Fridays at intervals of two (2) weeks throughout the year. This is to include 26 or 27 approximately equal gross pays depending upon the number of pay periods in the year.

Section 7.02 The parties agree that all funds for payment of Employees for salaries and/or fringe benefits are received from the Commonwealth of Pennsylvania, other Local Educational Agencies (LEAs), or other agencies with whom the Intermediate Unit has contracted for services. Board members shall not be made a party to a lawsuit or individually liable in the event insufficient

funds are received from the Commonwealth of Pennsylvania, LEAs, or the aforesaid agencies where the Intermediate Unit has a contract for services.

ARTICLE VIII **SALARY**

Section 8.01

- a. Salary Scale. The salary schedules for 2016-2017, 2017-2018 and 2018-2019 are attached as Exhibits “A”, “B” and “C” respectively. Notwithstanding anything herein to the contrary, implementation of the 2016-2017 salary scale shall begin mid-year and be prospective only. All Employees shall move horizontally on the schedule as they attain additional credits.
 - i. “B” signifies a Bachelor’s Degree.
 - ii. “M” signifies a Master’s Degree.
 - iii. “M+15” signifies a Master’s Degree plus fifteen (15) additional graduate credits beyond the Master’s Degree in the individual’s field of teaching.
 - iv. “M+30” signifies a Master’s Degree plus thirty (30) additional graduate credits beyond the Master’s Degree in the individual’s field of teaching.
 - v. “M+60” signifies a Master’s Degree plus sixty (60) additional graduate credits beyond the Master’s Degree in the individual’s field of teaching.
 - vi. “D” signifies a Doctorate Degree.
- b. Requests for column movement by an eligible Employee must be submitted in writing to the Business Office of the Intermediate Unit prior to July 31 in any year of this Agreement. The request must be accompanied by official college transcripts documenting credit completion.

- i. Employees shall move vertically and/or horizontally on the schedule as either their service or attainment of additional credits or both occur.

ARTICLE IX **GRIEVANCE PROCEDURE**

Section 9.01 It is of the utmost importance to adjust grievances as quickly as possible.

Section 9.02 No grievance shall be considered where the circumstances giving rise to it occurred more than fifteen (15) work days before the filing of the grievance.

Section 9.03 A grievance shall be understood to be a claimed violation regarding the interpretation or application of one or more provisions of this Agreement.

Section 9.04 Grievances shall be settled in the following manner:

Step I: The aggrieved Employee or Employees, or the Association, shall present the grievance in writing to the Director of Student Services. The Director of Student Services shall attempt to resolve the matter and shall respond in writing to the Employee or Employees and the Association within seven (7) work days.

Step II: In the event the grievance is not settled at Step I, the aggrieved Employee or Employees or the Association shall present the grievance in writing to the Executive Director within seven (7) work days after the response of the Director of Student Services. The Executive Director shall respond in writing to the Employee or Employees and the Association within seven (7) work days after receipt of the appeal.

Step III: An appeal from an unfavorable decision at Step II may be initiated by the Association only and not by any Employee or grievant other than the Association by serving upon the Executive Director a notice in writing of intent to proceed to arbitration within ten (10) work days after the Step II response. The notice shall identify the provisions of the Agreement, the Employee(s) involved, and a copy of the grievance. The Association shall, within seven (7)

work days after the notice has been given, refer the grievance in writing to the Pennsylvania Bureau of Mediation for the purpose of arbitrating the unsettled grievance.

Section 9.05 The decision of the arbitrator shall be final and binding upon the parties.

Each case shall be considered on its merits and the Agreement shall constitute the basis upon which the decision shall be rendered.

Section 9.06 The decision at Step I shall not be used as a precedent for any subsequent case.

Section 9.07 The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

Section 9.08 All the time limits contained in this article may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish a precedent.

Section 9.09 All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 9.10 An Employee shall be permitted to have a representative of the Association present at each step of the grievance procedure up to and including Step II, subject, however, to Article VI, Section 6.06, of the Public Employee Relations Act.

Section 9.11 The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth, unless the time limit has been mutually waived, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal. The failure of any of the Intermediate Unit representatives at any level to give

his written response within the specified time limits (or within any mutually agreed upon extension of the time limits) shall be deemed to be a denial of the grievance. An appeal to the next step must be within the timelines set forth herein from the date the decision is provided or from the date the grievance is deemed denied due to the lack of a response.

Section 9.12 The aggrieved Employee(s), Association representatives and witnesses shall be paid for time during regular working hours attending an arbitration hearing.

ARTICLE X **NO LOCKOUT, NO STRIKE PROVISION**

Section 10.01 Both parties agree to abide by the provisions of the Pennsylvania Public Employee Relations Act faithfully.

Section 10.02 The Association agrees that there shall be no strike, stoppage, slowdown, walkout, sit down, concerted refusal to work overtime, or any other interruption of work or impeding of work or prevent or attempt to prevent the access of Employees or anyone properly having access to facilities occupied or used by the Intermediate Unit during the term of this Agreement. (All of which are hereinafter referred to as a “strike.”)

Section 10.03 In the event of any such strike, the Association agrees that it will, in good faith and without delay, exert itself to the fullest extent to bring about a prompt termination of such strike and will insist that the Employee or Employees involved therein shall return to work. The Association, in trying to end the strike, shall:

- (a) Publicly disavow such actions by the Employee or Employees by notifying the local newspapers that the strike is unauthorized by the Association and that any picket lines are to be ignored.
- (b) Instruct by personal contact and writing that all the Employees involved end the strike and return to work.
- (c) Advise the Intermediate Unit in writing that such Employees’ actions have not been authorized or sanctioned by the Association.

- (d) Refuse to aid, encourage, condone or support the Employees involved in the strike.

Section 10.04 The Intermediate Unit shall have the right to discipline, or discharge, any Employee who causes, aids, supports, participates in such strike, or does not continue to work. The Intermediate Unit's actions shall not be subject to the grievance and arbitration procedure except to the extent of determining whether or not the Employee did commit any of the above violations. If an arbitrator finds that an Employee committed any of the above violations, the arbitrator shall have no jurisdiction to change or modify the Intermediate Unit's discipline. If the arbitrator finds none of the above violations were committed, then this section does not apply and any grievance shall be decided by the arbitrator in accordance with the remaining provisions of this Agreement.

Section 10.05 The Intermediate Unit will not engage in any lockout during the term of this agreement.

ARTICLE XI **WORK SCHEDULE**

Section 11.01 Classroom Teachers

(a) Work Year

The normal work year shall be one hundred ninety (190) days which must include the days children attend school which the Department of Education counts as days in session. Should an Employee be requested by a school district to work beyond the one hundred ninety (190) days to attend meetings with students and/or parents, the district shall submit a request to the Intermediate Unit. Such request shall be in writing, if time permits. The Employee may extend his/her work year with recommendation of the Executive Director and the approval of the Board, and shall be compensated at his/her per diem rate for the additional days worked.

(b) Work Day

The minimum normal work day will be considered to be the work day established by the school district for the school to which the Employee is assigned. Any deviation from the minimum normal work day must have the approval of the Intermediate Unit.

Section 11.02 Pre-school Teachers

(a) Work Year

The normal work year shall be one hundred ninety (190) days in a 12-month period (July 1 through June 30). Pay periods shall coincide with school-age teaching staff.

(b) Work Day

Flexible time scheduling shall be established by the Employee and his/her supervisor based on the needs of the students, parents, and program. The supervisor shall approve the final working schedule. In no event shall the number of hours scheduled exceed seventy-five (75) in any two-week pay period.

Section 11.03 Itinerant Teachers

(a) Work Year

The normal work year shall be one hundred ninety (190) days which must include the days the children attend school which the Department of Education counts as days in session. Should an Employee be requested by a school district to work beyond the one hundred ninety (190) days to attend meetings with students and/or parents, the district shall submit a request to the Intermediate Unit. Such request shall be in writing, if time permits. The Employee may extend his/her work year with recommendation of the Executive Director and the approval of the Board, and shall be compensated at his/her per diem rate for the additional days worked. Employees engaging in Intermediate Unit directed activities outside of their contracted days will be covered by the Intermediate Unit's workers' compensation and liability insurance policies.

(b) Work Day

The minimum normal work day will be considered to be the work day established by the school district for the school to which the Employee is assigned. Any deviation from the minimum normal work day must have the approval of the Intermediate Unit.

Section 11.04 Psychologists

(a) Work Year

The normal work year shall be one hundred ninety (190) days which must include the days the children attend school which the Department of Education counts as days in session. Exceptions may be granted by the Intermediate Unit.

(b) Work Day

Maximum utilization must be made of time the children and teachers are available. It is the intent that reports and other work be done at those times that children and teachers are not available.

Section 11.05 Coordinators

(a) Work Year

The normal work year shall be up to Two hundred five (205) days which must include the days the children attend school which the Department of Education counts as days in session. Exceptions may be granted by the Intermediate Unit.

(b) Work Day

The coordinators' work day shall be governed by the Coordinators' Team based upon the needs of the Teams internal and external customers. Travel time to and from conferences is not part of the work day, unless approved by the supervisor in advance.

ARTICLE XII **PERSONAL AND BEREAVEMENT LEAVE**

Section 12.01

(1) Each full-time Employee shall be allowed two (2) personal days without loss of pay during the work year which shall be accumulative from year to year to a maximum of five (5) days. Any personal days in excess of five (5) days shall be added to the employee's accumulated sick leave.

(2) Requests for a personal day shall be submitted in writing to their Program Director at least five (5) work days in advance of the leave.

(3) Requests shall be honored on a first come, first served basis.

(4) Limitations

(a) The number of Employees taking personal leave per day shall not exceed ten percent of the full-time Employees.

(b) A personal day shall not be taken the first five (5) work days or the last five (5) work days of the work year.

(c) A personal day shall not be taken the work day immediately preceding or following a holiday or vacation period.

The Intermediate Unit may waive the aforesaid five (5) day notification requirement and the aforesaid limitations. Such waiver shall not establish a precedent for any future decision to grant or deny a waiver of the said notice or limitation.

Section 12.02 Bereavement Leave (1) Each full-time Employee shall be allowed up

to five (5) bereavement days without loss of pay during the work year for a death in the immediate family. Immediate family is defined as father, mother, brother, sister, son, daughter, step children, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the Employee has made his/her home. Each full-time Employee shall be allowed one (1) bereavement day without loss of pay during the work year to attend the funeral of a near relative who does not reside in the same household. Near relative is defined as step child, first cousin, grandfather, grandmother, uncle, aunt, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

ARTICLE XIII **PROFESSIONAL DEVELOPMENT** **AND EDUCATIONAL IMPROVEMENT**

Section 13.01 The Intermediate Unit is interested in the continuing education of professional employees.

It agrees to reimburse each full-time Employee up to \$5,250 to pay for tuition each year (July 1 through June 30), subject to the terms, conditions and limitations contained in this Agreement. Part-time Employees shall not be eligible for this benefit.

Section 13.02 In order to be eligible for tuition reimbursement:

(a) The Employee must have prior approval of the Executive Director, and the credits must be related to the assignment of the Employee in the Intermediate Unit.

(b) The University tuition bill must be presented to the Intermediate Unit Business Office with a copy of the Executive Director's course approval. The Intermediate Unit will then submit tuition payment directly to the Employee. Should the Employee pay the tuition of an approved course, the Intermediate Unit will reimburse the Employee upon presentation of the paid tuition receipt.

The Employee must present proof of successful completion of such credits with a grade of a "C" (or 75%) or better or a "pass" in any course that is pass-fail.

(c) The requirements of the course must be completed while employed by the Intermediate Unit. In the event the Employee does not successfully complete the requirements of the course, or present proof within thirty (30) calendar days of successful completion (for online courses, the class must be completed within six (6) months after payment is made to the Employee), the cost of tuition payment shall be deducted from the Employee's pay **This is the Employee's responsibility – no reminders will be sent.**

(d) The Employee must remain in the employ of the Intermediate Unit for one (1) full year after completion of the course. In the event that an Employee does not remain for one (1) full year, the cost of tuition which has been reimbursed will be deducted from the Employee's final check.

(e) Payment of the aforesaid tuition costs will be made for completed programs which meet the following qualifications:

(1) Earn college credits and are part of the regular on-campus program or the regular continuing education program of accredited colleges.

(2) Are college level undergraduate or graduate courses at colleges or universities which offer a four (4) year degree program which the Bureau of Certification in the Pennsylvania Department of Education will approve for certification.

(e) "Completed" means the date on which all requirements of the course are completed.

(f) Employees on leave for the equivalent of more than one-half (1/2) of the enrolled semester (except for professional study) are not eligible for any payment or reimbursement for tuition costs.

(g) Approval will be granted to any Employee only after the employee has actually started work for the Intermediate Unit.

- (h) Payment shall be limited to the cost of the tuition, not to exceed the annual limit established in Section 13.01 above for college tuition. In the event the Federal Government, because of service in the Armed Forces, pays for such tuition, the Employees shall still be entitled to the tuition reimbursement.
- (i) Notwithstanding anything herein to the contrary, Long-Term Substitutes and Employees working fewer than 190 days shall not be entitled to tuition reimbursement.
- (j) The Intermediate Unit shall pay tuition directly to the college/university as long as the Employee provides a bill/invoice at least ten (10) days prior to the tuition due date. The Employee is responsible for all course registration requirements.
- (k) The aggregate maximum amount to be paid in any one School Year by the Intermediate Unit to all Professional Employees and Temporary Professional Employees shall be in the amount of Seventy Thousand Dollars (\$70,000) ("the Aggregate Cap"), to be implemented on a first come-basis, first-served basis with completion and submission of required paperwork being used for this purpose. The last day of the course or program will determine the School Year for purposes of determining the maximum number of credits to be reimbursed to any eligible Professional Employee or Temporary Professional Employee.
- (l) Adjustments to the Aggregate Cap. Notwithstanding anything herein to the contrary, the following rules shall apply:
 - (1) The Aggregate Cap for the 2016-2017 school year shall be \$70,000.
 - (2) The Aggregate Cap shall increase each year after the 2016-2017 school year by the same percentage that tuition per credit increases at Bloomsburg University.

ARTICLE XIV **INSURANCE BENEFITS**

Section 14.01 Life Insurance

The Intermediate Unit shall pay the premium for a group term life insurance policy in the amount of Twenty-five Thousand Dollars (\$25,000) for each eligible Employee on the active payroll. Effective July 1, 2017, the amount of life insurance for each eligible Employee on the active payroll shall be increased to Fifty Thousand Dollars (\$50,000).

- (a) Coverage is effective on the first day of employment as approved by the Board and defined on the Board agenda.
- (b) The insurance shall terminate at the end of the month in which the Employee's active employment with the Intermediate Unit ends, except teachers and itinerant staff, having a normal work year of 190 days (September through June), who terminate their employment following

service of a full school term shall be covered until August 31.

- (c) To be eligible, an Employee, other than a full-time Employee, must be scheduled to work on a regular part-time basis of twenty (20) or more hours per week.
- (d) Employees on an unpaid leave or other temporary absence may continue coverage by paying the premiums during the term of such unpaid leave or temporary absence, provided that they are in active employment as defined in the applicable insurance policy.
- (e) The group term life insurance is a contract between the Intermediate Unit and the insurance carrier. No dispute over a claim for life insurance shall be subject to the grievance procedure established in this Agreement.
- (f) It is agreed and understood that the Intermediate Unit does not accept nor is the Intermediate Unit to be charged any responsibility in any manner connected with the determination of liability for payment of life insurance. It is agreed that the Intermediate Unit's liability shall be limited to the payment of premiums.

Section 14.02 Hospitalization and Medical Service Plan

(a) The Intermediate Unit is a member of the Northern Tier Insurance Consortium (NTIC), (coverage currently provided through Blue Cross/Blue Shield of NEPA/FPLIC) and will offer the following plans subject to the terms, conditions and limitations set forth herein and as long as these plans are offered by the insurance carrier and with contractual plans selected by the Consortium (The Consortium follows the contractual plan changes required by FPLIC as they become approved through the Pennsylvania State Insurance Department).

(b) For the 2016-2017 school year, the following Plans with the following payment options shall be provided by the Intermediate Unit:

- (i) PPO, Plan G, at no cost to the Employee;
- (ii) PPO, Plan E, with the Employee paying the difference between the cost of PPO, Plan G, and the cost of PPO, Plan E; and
- (iii) An indemnity plan (Blue Cross/Blue Shield/FPLIC major medical). This Plan is available only to those Employee who are otherwise eligible for health care and who participated in the indemnity plan during the 2012-2013 school year and continually thereafter. The Employee must pay the difference between the cost of the PPO, Plan G, and the cost of the indemnity plan.

(c) For the 2017-2018 school year, the following Plans with the following payment options shall be provided by the Intermediate Unit:

- i. QHDHP, Plan G, at no cost to the Employee, and in addition to there being no cost to the Employee, the Intermediate Unit shall pay into an HSA account in September of any applicable year the following payment, as applicable:
 - a) \$625 for single coverage; or
 - b) \$1,250 for non-single coverage.
 - c) Employees hired mid-year will receive a pro-rated HSA contribution, paid as soon as reasonably practicable, based on actual days worked. Employees who resign mid-year will have a pro-rated portion of the contribution deducted from their last pay.
- ii. PPO, Plan E, or PPO, Plan G, with the Employee paying the difference between the cost of QHDHP, and the cost of PPO, Plan E; or PPO, Plan G, as applicable. There shall be no HSA contribution by the Intermediate Unit if these options are selected.
- iii. An indemnity plan shall no longer be available.

(d) For the 2018-2019 school year, the following Plans with the following payment options shall be provided by the Intermediate Unit:

- i. QHDHP, Plan G, at no cost to the Employee, and in addition to there being no cost to the Employee, the Intermediate Unit shall pay into an HSA account in September of any applicable year the following payment, as applicable:
 - a) \$500 for single coverage; or
 - b) \$1,000 for non-single coverage.
 - c) Employees hired mid-year will receive a pro-rated HSA contribution, paid as soon as reasonably practicable, based on actual days worked. Employees who resign mid-year will have a pro-rated portion of the contribution deducted from their last pay.
- ii. PPO, Plan E, or PPO, Plan G, with the employee paying the difference between the cost of QHDHP, and the cost of PPO, Plan E; or PPO, Plan G, as applicable. There shall be no HSA contribution by the Intermediate Unit if these options are selected.

(e) The “cost” differentials between PPO, Plan G, and PPO, Plan E or between PPO, Plan G and the indemnity plan shall be based upon the actual total cost charged by the consortium and paid by the Intermediate Unit.

(f) Existing Employees will be given the opportunity to elect their coverage option once during the month prior to the Plan Year (September 1 through August 31). An open enrollment period will be provided once per Plan Year for the Employee to select or decline coverage

for the next 12-month period. This coverage decision cannot be changed until the next annual open enrollment period, unless the Employee experiences a life-changing event as defined by Section 125 of the Internal Revenue Code. The Intermediate Unit will pay the deposits to the NTIC. The Intermediate Unit's liability is limited to the payment of deposits to the NTIC. The Employee will have the applicable amounts, if any, deducted from his/her pay to share in the cost of providing insurance and these amounts shall not be subject to federal income tax pursuant to Section 125 of the Internal Revenue Code.

- (g) The Intermediate Unit shall adopt an IRS Section 125 plan and make available to all Employees Section 125 Flexible Spending Accounts for medical expenses and dependent care expenses. The medical expenses maximum shall be Two Thousand, Five Hundred Dollars (\$2,500) per year and the dependent care expense maximum shall be the lesser of (1) the earned income of the participant, (2) the earned income or deemed earned income of the participant's spouse, or (3) Five Thousand Dollars (\$5,000) annually; Two Thousand Five Hundred Dollars (\$2,500) for a married participant filing a separate income tax return. The Employee is responsible for understanding the risks and benefits of the program. At all times, the Intermediate Unit shall have the right to change the Section 125 Plan as needed in order to conform to IRS regulations governing HSA's and Section 125 Plans.
- (h) The Intermediate Unit reserves the right to change the administrator of the 125 Flexible Spending Accounts at any time during the term of this Agreement. If a charge is assessed, it will be the responsibility of the Intermediate Unit.
- (i) New Employees who elect coverage will be covered from the first day of work as approved by the Board and defined on the Board agenda.
- (j) If any Employee covered by this Agreement decides not to elect coverage under this plan, the Intermediate Unit agrees to pay the employee a sum of Two Thousand, Five Hundred Dollars, (\$2,500) each year. Equal payments of One Thousand, Two Hundred and Fifty Dollars (\$1,250) shall be made to each Employee not electing coverage in December and June of each year with all applicable taxes withheld. Such payment shall not be reported for retirement purposes. The Employee must provide proof of insurance to the business office within 20 days of the decision to decline coverage in order to receive this sum. In order to continue to receive this payment in future years, the Employee must inform the Intermediate Unit of his/her decision to decline insurance coverage each year during an open enrollment period.
- (k) Employees who did not elect to be covered under this hospitalization and medical service plan during the first twenty (20) days of their employment and who subsequently decide to participate, can be covered only at the next open enrollment period, unless a life-changing event, as defined by Section 125 of the Internal Revenue Code, occurs.
- (l) The insurance coverage shall terminate at the end of the policy month in which the Employee's active employment with the Intermediate Unit ends, except teacher and itinerant staff, having a normal work year of 190 days (September through June), who

terminate their employment following service of a full school term shall be covered until August 31.

- (m) To be eligible, an Employee, other than a full-time Employee, must be scheduled to work on a regular part-time basis of twenty (20) or more hours per week.
- (n) Employees on an unpaid leave or other temporary absence may continue coverage by paying the premiums during the term of such unpaid leave or temporary absence.

Section 14.03 Dental Plan

- (a) The Intermediate Unit agrees to pay the premium up to Two hundred and Sixteen Dollars (\$216) per year (September through August) for each eligible Employee on the active payroll of the group dental plan (insurance carrier to be selected by the Intermediate Unit) having benefits at least equal to the current Delta Dental Plan. Basic and major restorative at 50% co-pay will be provided.
- (b) In the event the premium for the basic program exceeds the premium mentioned in subparagraph (a), then adjustments will be made to the insurance contract either by way of a certain sum deductible per year or the teacher paying a percent of the dentist's charge for certain benefits in the basic program.
- (c) All new Employees have the option of electing coverage under this dental plan within twenty (20) days of their employment. New employees who elect coverage shall be covered from the first day of work.
- (d) Employees who did not elect to be covered under this dental plan during the first twenty (20) days of their employment and who subsequently decide to participate can be covered only at the next reopening of the contract with the insurance carrier. If less than seventy percent (70%) of the membership participates in coverage on the September start date, the benefit will be discontinued the following contract year.
- (e) The insurance coverage shall terminate at the end of the policy month in which the Employee's active employment with the Intermediate Unit ends, except teachers and itinerant staff, having a normal work year of 190 days (September through June), who terminate their employment following service of a full school term shall be covered until August 31.
- (f) To be eligible, an Employee, other than a full-time Employee, must be scheduled to work on a regular part-time basis of twenty (20) or more hours per week.

- (g) Employees on an unpaid leave or other temporary absence may continue coverage by paying the premiums during the term of such unpaid leave or temporary absence.

ARTICLE XV **INCOME PROTECTION PLAN**

Section 15.01 The Intermediate Unit shall pay an annual premium not to exceed One Hundred and Five Dollars (\$105) per employee.

- (a) Payments to the employee are sixty percent (60%) of the Employee's salary with a maximum of \$69 per day (\$345 per week).
- (b) Payments may continue up to two (2) years in the case of sickness and five (5) years in the case of accident.
- (c) To be eligible, an Employee, other than a full-time Employee, must be scheduled to work on a regular part-time basis of 20 or more hours per week.
- (d) The income protection shall terminate at the end of the month in which the Employee's active employment with the Intermediate Unit ends, except teachers and itinerant staff, having a normal work year of 190 days (September through June), who terminate their employment following service of a full school term shall be covered until August 31.
- (e) Employees on an unpaid leave or other temporary absence may continue coverage by paying the premiums during the term of such unpaid leave or temporary absence.
- (f) The income protection plan is a contract between the Intermediate Unit and the insurance carrier. No dispute over a claim for income protection shall be subject to the grievance procedure established in this Agreement.
- (g) It is agreed and understood that the Intermediate Unit does not accept nor is the Intermediate Unit to be charged with any responsibility in any manner connected with the determination of liability for payment of the income protection plan. It is agreed that the Intermediate Unit's liability shall be limited to the payment of premiums.

ARTICLE XVI
RETIREMENT SEVERANCE BENEFIT

Section 16.01 Employees, upon permanent retirement from the field of public education, after ten (10) years seniority with the Intermediate Unit, shall be paid Two Thousand Dollars (\$2,000). Such payment shall not be reported for retirement purposes, but will have the appropriate taxes withheld.

Section 16.02 An Employee to be eligible for retirement severance pay shall:

- (a) Submit a valid written resignation to the Intermediate Unit because of pending retirement; and
- (b) Submit to the Pennsylvania Public School Employees Retirement System the official application for retirement benefits.

The date of separation from public education is defined as that date which the Employee enters on his/her official application for retirement as the "Date on which last service was rendered."

This Section applies only to Employees who qualify for benefits upon retirement under the Pennsylvania Public School Employees Retirement System. The Employees who do not qualify and apply for retirement under the Pennsylvania Public School Employees Retirement System for any reason do not qualify for terminal payment under this policy.

Payment under the provisions of this Section policy is limited to payment upon retirement. This is not a death benefit; no payment will be made upon death. An Employee shall be eligible to receive a retirement severance benefit as provided in this Article only one (1) time.

This Section applies only to the official provisions for retirement under the Pennsylvania Public School Employees Retirement System and is restricted to superannuation retirement, disability retirement, or withdrawal allowance. Vesting in excess of one (1) year prior to retirement will preclude payment.

Payment under this Section cannot be assigned or transferred. The Employee's length of service with the Bradford, Lycoming, Sullivan and Tioga County Boards shall be counted towards eligibility for retirement severance pay.

ARTICLE XVII **GENERAL PROVISIONS**

Section 17.01 Employee Evaluation

Employees shall be rated by the rating system approved by the Department of Education and such ratings shall be made only by a person authorized under applicable law. A copy of all ratings shall be transmitted to the Employee upon his or her request; or if any rating is satisfactory, a copy shall be transmitted to the Employee upon his or her request; or if any rating is unsatisfactory, a copy shall be transmitted to the Employee.

Section 17.02 Authority of Teachers

Every teacher shall have the right to exercise the same authority as to conduct and behavior over the pupils attending his/her school as the parents, guardians or persons in parental relation to such pupils may exercise over them; subject, however, to: (a) applicable law, (b) applicable work rule or policy of the Intermediate Unit or of the school district to which the teacher is assigned or working; (c) the student's IEP; and/or (d) the student's Section 504 service plan .

Section 17.03 If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable, or performed or enforced, except to the extent permitted by law. However, all other provisions of this Agreement shall continue in full force and effect.

Section 17.04 The Association agrees to make every effort to maintain the high level of professionalism that presently prevails.

Section 17.05 Employees shall be given a written account of accumulated sick leave on each paystub.

Section 17.06 No Employee shall be disciplined, demoted, or dismissed without just cause. The Employee shall be informed of the reason for the disciplinary action.

Section 17.07 The Intermediate Unit agrees that two (2) delegated representatives of the Association shall, for the purpose of attending the annual House of Delegates meeting, be given an unpaid leave of absence, provided the Intermediate Unit is notified in writing by the Association within ten (10) working days in advance of said meeting naming the two (2) delegates and the leave time requested.

Section 17.08 Whenever any Employee is required to appear before the Intermediate Unit Board concerning a serious matter which could adversely affect the continuation of that Employee in his/her employment, then he/she shall be notified prior to the meeting of the reasons for such meeting and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting.

Section 17.09 In the event the Intermediate Unit curtails the supplies requested by the teacher, the Intermediate Unit will notify the teacher of such curtailment. Upon request from the teacher, the Intermediate Unit will review the cutback of supplies.

Section 17.10 The parties agree that the Intermediate Unit in hiring new Employees will give due consideration to the prior teaching experience of the Applicant and the determination of the salary will be negotiated between the Applicant and the Intermediate Unit.

Section 17.11 An Employee shall have the right, upon request, to examine the contents of his/her personnel file in accordance with the provisions of applicable law.

Section 17.12 The Intermediate Unit agrees to notify the Association President when job openings in the bargaining unit occur. Job openings shall be posted at each Intermediate Unit office.

Section 17.13 The Intermediate Unit will provide a telephone for staff use at all early intervention classroom and clinic locations. The Intermediate Unit shall have discretion whether a cellular or landline telephone will be deployed. All itinerant staff will be provided with a call-in number that may be used to route calls through the Intermediate Unit switchboard, so that personal cellular phones may be used without disclosing personal numbers on caller ID.

Section 17.14 Workers Compensation

The Intermediate Unit acknowledges that Employees will be covered by the Intermediate Unit's Workers Compensation insurance in accordance with the terms, conditions, limitations and exclusions of the Workers' Compensation Act, even if work falls outside of the normal work calendar. Any and all workers' compensation claims are to be litigated and decided exclusively in accordance with the Workers' Compensation Act and no such claims may be pursued under the grievance and arbitration provisions of this Agreement. The grievance and arbitration provisions do not apply to workers' compensation claims or disputes of any nature or kind.

Section 17.15 Additional Certification

Any Employee who, upon the written request of the Intermediate Unit, adds an additional content credential to their current certification is entitled to receive reimbursement for: (a) successful completion of the Praxis Exam; and (b) the cost of adding that credential to his/her certificate. The Employee will also receive a one-time incentive payment of \$500.00 dollars for successfully completing the process

ARTICLE XVIII

TRANSFER

Section 18.01 In the event the Intermediate Unit contemplates the transfer of an Employee, the proposed transfer will be discussed with the Employee. The Intermediate Unit shall provide the Employee with a written notice of such transfer at least thirty (30) days in advance of the effective date of the transfer.

Section 18.02 The large geographic area of the Intermediate Unit makes transfers of vital concern to all Employees. The Intermediate Unit, in exercising this managerial decision, will take into consideration the Employee's concern as well as the Intermediate Unit's objectives and will make every reasonable effort to keep the Employee in the same geographical area in which he/she resides and will not make the transfer because of punitive or disciplinary reasons.

Section 18.03 An Employee, when a job opening occurs, may request a transfer to such job opening. The Employee's request shall be in writing, signed, and sent to the Executive Director and one copy filed with the Association. The request shall set forth the reasons for the transfer, the school, the grade or position sought, and the applicant's academic qualifications. The Intermediate Unit shall notify the Employee of its decision. Transfers will be made, at the discretion of the Intermediate Unit, with the best interests of the Intermediate Unit in mind and shall not be arbitrarily or capriciously denied.

Section 18.04 In the event that an Employee believes that the provisions of this Article have not been followed by the Intermediate Unit, he/she shall have the right to challenge the transfer decision under the grievance procedure as provided for in this Agreement.

ARTICLE XIX

CHILDBEARING AND CHILDRARING LEAVE

Section 19.01 Childbearing Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be considered temporary disabilities, and leave shall be available as for any other temporary disability. At the option of the Employee, any available, unused sick leave may be applied to this period of absence, but cannot cause the Employee's calendar to exceed contracted days. The request for sick leave payment must be accompanied by a statement from the attending physician setting forth the nature of the disabilities and the inclusive dates that the Employee was unable to work because of her disabilities.

- (a) In the event an Employee applies for sick leave under the provisions of Section 19.01, the Intermediate Unit may require the employee to report to a physician chosen by the Intermediate Unit for examination and the medical records pertaining to such illness or injury for which the sick leave is claimed shall be forwarded immediately to the physician designated by the Intermediate Unit. The Employee's failure to comply with this section will result in disallowance of the request for sick leave. The Intermediate Unit will pay the cost of the examination.

Section 19.02 Childrearing Leave

- (a) An unpaid leave of absence for childrearing leave purposes shall be granted to Employees upon the birth of a child or upon the adoption of a child under the age of enrollment in public school or sixth birthday.
- (b) Length of Leave

The Employee shall submit a written request to the Executive Director stating the anticipated duration of the leave at least one (1) month in advance. Such leaves shall be granted for a period of time not to exceed twelve (12) calendar months from the birth or adoption of the child.

- (c) Return to Work

Each Employee, upon written notification to the Intermediate Unit one (1) calendar month in advance, may return to work in her former position or an equivalent position, provided her physician, upon the Intermediate Unit's request, certifies in writing she is capable of performing her duties.

Section 19.03 During the childbearing leave, the duties of her position shall be performed, at the discretion of the Intermediate Unit, by one or more other Employees or by a substitute Employee.

Section 19.04 Hospitalization, Medical Service Plan, Life and Dental Plan

The Employee may continue to be covered by the Intermediate Unit for a total of twelve (12) weeks pursuant to the Family and Medical Leave Act. During this period the Employee portion of premiums will accrue and be deducted from the Employee's pay upon return to work or billed directly to the Employee in the event a resignation is tendered upon release to return to work. The Employee may continue benefit coverage beyond the 12-week period by paying the premiums for such coverage.

Section 19.05 The length of time while on childrearing leave shall not accrue toward sabbatical leave, certification requirements, tenure, sick leave or credit on the salary schedule.

Section 19.06 An Employee is entitled to use sick leave days accumulated prior to childbearing leave for the work days that she is disabled because of disabilities caused or contributed to by pregnancy, miscarriage, abortion or childbirth. The request for sick leave payment must be accompanied by a statement from the attending physician setting forth the nature of the disabilities and the inclusive dates that the Employee was unable to work because of her disabilities.

Section 19.07 In the event an Employee applies for sick leave under the provisions of Section 19.06, the Intermediate Unit may require the Employee to report to a physician chosen by the Intermediate Unit for examination and the medical records pertaining to such illness or injury for which the sick leave is claimed shall be forwarded immediately to the physician designated by the Intermediate Unit. The Employee's failure to comply with this section will result in

disallowance of the request for sick leave. The Intermediate Unit will pay the cost of the examination.

ARTICLE XX **STATE MANDATED X-RAYS AND PHYSICALS**

Section 20.01 The Intermediate Unit will be responsible for the payment of such X-rays or physical examination (except the employment physical) provided the Intermediate Unit makes the arrangements for the X-ray examination and designates or approves the physician.

ARTICLE XXI **TRAVEL AND RELATED EXPENSES**

Section 21.01 “Home Base”

A home base shall be established by the Intermediate Unit as follows:

- (a) Classroom teachers, the district to which the teacher is assigned fifty percent (50%) of the time or more;
- (b) Itinerant teachers, either the Canton office or the Williamsport office as determined by the Intermediate Unit;
- (c) For all other Employees, the office to which the Employee is assigned by the Intermediate Unit.

Section 21.02. Mileage Reimbursement.

Mileage Reimbursement shall be provided to Employees in accordance with the following rules:

- (a) The reimbursement rate shall be the lesser of the IRS approved mileage rate or the General Services Administration rate.
- (b) Except as stated below, mileage shall be calculated and reimbursed from each Employee’s home base as defined in section 21.01 to the Employee’s first place of assignment. Following the first place of assignment, mileage will paid for driving to each subsequent assignment until returning to the home base or the last work location.
- (c) Notwithstanding anything herein to the contrary:

- i. Mileage reimbursement for in-service days will be allowed as long as it does not violate the IRS rules as referenced in Section 21.02 (c) iv;
 - ii. If an Employee must drive his or her automobile in the discharge of his or her duties from his or her residence and a location that is outside of the boundaries of the Intermediate Unit's service area, that the distance traveled in excess of the distance between the Employee's residence and the Employee's "home base" would be reimbursable;
 - iii. Mileage shall not be paid for personal travel such as trips to restaurants; and
 - iv. No reimbursement shall be allowed if it would be taxable under applicable IRS rules.
- (d) Employees shall be required to keep contemporaneous and accurate records of all mileage for which they are seeking reimbursement. The records must be turned in to the Intermediate Unit no later than the 5th calendar day of the month following the month for which reimbursement is sought, unless extenuating circumstances prevent meeting this deadline.

Section 21.03 Related (reasonable) expenses incurred and approved by the Intermediate

Unit for transportation, meals, lodging, tolls, registration, and parking incurred as a direct result of attending conferences and meetings outside of the Intermediate Unit, which have the prior approval of the Intermediate Unit, shall be paid to the Employee who incurred the expense.

Section 21.04 Employees must submit proper expense vouchers setting forth mileage, and other related approved expenses as set forth in Section 21.03 with accompanying receipts in order to be reimbursed. Expense vouchers received more than sixty (60) days after the expense is incurred may not be honored due to budgetary constraints.

Section 21.05 At the discretion of the Intermediate Unit, registration for conferences may be directly billed to the Intermediate Unit. Proof of attendance at said conference shall be submitted in a timely fashion. If the Employee does not attend the approved conference, the Employee will reimburse the Intermediate Unit for any conference fees already paid.

Section 21.06 The Intermediate Unit shall reimburse Employees for professional license fees that are necessary to maintain their employment, including ASHA dues up to a maximum amount of Five Hundred Dollars (\$500) per school year.

ARTICLE XXII **SICK LEAVE**

Section 22.01 Special Education Teachers and School Psychologists whose normal work year exceeds one hundred ninety four (194) days shall be entitled to the following sick leave days which shall be cumulative.

<u>Work Days</u>	<u>Sick Leave Days</u>
195-214	11
215 or more	12

Section 22.02 Entitlement for payment and accumulation shall be in accordance with the Public School Code.

Section 22.03 Each Employee shall be permitted to use up to five (5) days of sick leave per school year for illnesses in his/her immediate family.

ARTICLE XXIII **SENIORITY**

Section 23.01 Establishment of Seniority Date

Seniority shall commence from the Employee's first working day with the Intermediate Unit and the County Boards of Education of Bradford, Lycoming, Sullivan and Tioga. All Employees who commence work at the beginning of the same school term, in any of the member school districts of the Intermediate Unit, shall be deemed to have commenced work on the same day. In the event that more than one (1) Employee commences work at the beginning of the same

school term, the Employees' seniority shall be determined by the drawing of lots by the Association.

Section 23.02 Seniority Lists

The Intermediate Unit shall prepare and maintain a Master Seniority List for the Intermediate Unit for all Employees.

The Intermediate Unit shall give the Association and the Employees an up-to-date copy of the Seniority List each year on or before January 1. The Employees shall have thirty (30) calendar days after receipt of the List, or until January 31, whichever is later, to notify the Intermediate Unit of any disagreement with such list. Absent any objections, the list as provided will be deemed accurate and may not be contested.

Section 23.03 Continuous Service

Seniority shall be determined by the Employee's length of continuous service with the Intermediate Unit and County Boards of Education of Bradford, Lycoming, Sullivan, and Tioga whether in the bargaining unit or not.

Section 23.04 School Year as a Basis

Seniority shall be determined on the basis of the school year or the number of days worked if less than one (1) school year. An Employee who works more than the normal school year of 190 days shall not be credited with any more seniority than an Employee who works the normal school year of one hundred ninety (190) days.

Seniority of Employees, other than a full-time Employee, scheduled to work on a regular part-time basis shall be determined on a pro-rata basis.

Section 23.05 Loss of Seniority

Employees shall lose seniority and employment shall cease for the following reasons:

- (a) Resignation
- (b) Discharge
- (c) Retirement
- (d) Refusal of a recall in a position for which they are certified which is full-time, unless the furloughed Employee is enrolled in a college program and then he/she may delay reporting for work until the end of the current college semester.

For the purpose of subparagraph (d), full-time employment shall not include positions vacated by other Employees on leave.

Section 23.06 Accumulation of Seniority

Employees shall accumulate seniority during furlough and approved leaves of absence. No loss in seniority shall occur for unapproved emergency days.

Section 23.07 Recalled Employees

Recalled Employees to a full-time position shall be placed on the appropriate Step of the Salary Schedule reflecting their placement prior to their furlough. Seniority accrued while on furlough shall not affect placement on the Salary Schedule.

An Employee shall retain his/her furlough and seniority accumulation rights if recalled to a part-time position.

Section 23.08 Equal Seniority

In the event of furlough, whenever two (2) or more Employees have the same continuous service at the time of the furlough, their relative seniority shall be determined by lot except that tenured Employees shall be considered senior to non-tenure Employees having the

same continuous service as defined in this Agreement. Any professional employee refusing to draw lots to break a tie, forfeits the tie to the other Employees.

Section 23.09 Rehire of Furloughed Employees

Intermediate Unit Employees furloughed as per transfer of entities or for any other reason who subsequently apply for and are selected for another position with the Intermediate Unit shall be credited with their previously accrued seniority with the Intermediate Unit and with any Local Educational Agency (LEA) with which employed while furloughed from the Intermediate Unit.

ARTICLE XXIV
FURLOUGH AND RECALL

Section 24.01 Furlough (Layoff)

- (1) In the event of a reduction in staff, the Intermediate Unit shall realign its professional staff, except central office professional Employees, so as to ensure that more senior professional Employees are placed in positions for which they are certificated first by the County and then by the Intermediate Unit, so that the least senior person within the area of certification affected is furloughed. Checkerboarding is prohibited.
- (2) Employees affected by realignment shall have the choice of accepting a furlough or being realigned out of their present County.
- (3) The parties have agreed the Intermediate Unit may realign central office professional Employees in accordance with their seniority and certification(s) to any of the four Counties in the Intermediate Unit.
- (4) The Employee whose program or class was transferred to a school district shall be the furloughed employee mentioned in Section 1113 of the School Code, 24 P.S.11-113. The Employee, if offered a regular full-time position, shall go with the program or class. If the school district refuses to accept the Employee, then the teacher shall be entitled to realignment. If the Employee refuses to go with the program or class, then the Employee shall be furloughed without benefit of realignment.

Section 24.02 (a) FTE Reductions

The administration will meet with Employees in the affected budget area and determine if there is a sufficient voluntary reduction that is acceptable to the administration to avoid involuntary reduction.

1. If there is not sufficient voluntary reduction, teachers will be given the option of prorating rather than furloughing.
2. As long as Employees are employed for one hundred twenty (120) or more days, they will receive benefits. The Intermediate Unit is willing to count the prorated year of service of a former full-time teacher as one full year with regard to seniority. PSERS shall be calculated based on the total of actual days worked.
3. If there is a need to furlough, the administration will reference the seniority list with regard to the certifications that are required for that position as noted in Section 24.01.
4. Options may be provided to teachers to remain full-time if they are willing to accept an open position in a different county.
5. The administration will select Employees that have been prorated to fill the first available full-time positions.

Section 24.02 (b) Recalls

The Intermediate Unit will recall laid-off Employees in the inverse order of Seniority by Certification(s) for which they are certificated.

Transfer rights shall be provided to Employees who, due to furlough, are realigned when vacancies in the Employees' certification area(s) arise. Any Employee accepting a recall to a part-time position shall be offered the first opportunity for full-time employment in the Intermediate Unit.

Section 24.03 Availability

To be considered available for recall, a laid-off Employee must report on or before June 1st of each year in writing, his/her current address, and his/her intent to accept a recall when

offered. In the event the Employee fails to report his/her availability on or before any June 1st, the Employee shall lose his/her seniority and be permanently dropped from recall.

Section 24.04 Rehire of Furloughed Employees

Intermediate Unit Employees furloughed as per transfer of entities or for any other reason who subsequently apply for and are selected for another position with the Intermediate Unit shall retain their previously accrued seniority with the Intermediate Unit and with any Local Educational Agency (LEA) with which employed while furloughed from Intermediate Unit 17.

ARTICLE XXV
SCOPE OF AGREEMENT

Section 25.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 25.02 Therefore, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right to bargain collective with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXVI
TERM OF AGREEMENT

This Agreement shall become effective the 1st day of July, 2016, and shall remain in full force and effect for a period of three (3) years up to and including the 30th day of June, 2019. The parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunto set their hands and seals this __day of January, 2017.

BLaST INTERMEDIATE UNIT 17

By _____
President

By _____
Board Secretary

BLaST EDUCATION ASSOCIATION

By _____
Chief Negotiator

By _____
President