

**AGREEMENT**

between

**BLaST INTERMEDIATE UNIT 17**

and

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

July 1, 2022, to June 30, 2025

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# **COLLECTIVE BARGAINING AGREEMENT**

## **Preamble**

THIS AGREEMENT is entered into effective the 1<sup>st</sup> day of July 2022 by and between the BLaST INTERMEDIATE UNIT 17, and the BLaST EDUCATION ASSOCIATION (PSEA-NEA).

## **ARTICLE I. DEFINITIONS**

**Section 1.1 Definitions.** When used in this Collective Bargaining Agreement, the following terms shall have the following meaning:

§1.1.1 “Agreement” means this collective bargaining agreement between the Association and the Intermediate Unit.

§1.1.2 “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.

§1.1.3 “Association” shall mean the BLaST Education Association, PSEA-NEA.

§1.1.4 “Association President” shall mean the President of the Association or his/her designee.

§1.1.5 “Board” shall mean the Board of School Directors of the Intermediate Unit.

§1.1.6 “Collective Bargaining Unit” shall mean the collective bargaining unit that has been certified by the Pennsylvania Labor Relations Board.

§1.1.7 “Employee(s)” shall mean an individual(s) who is in the collective bargaining unit represented by the Association and covered by this Agreement.

§1.1.8 “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.

§1.1.9 “Intermediate Unit” shall mean the BLaST Intermediate Unit 17.

§1.1.10 “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.

**Section 1.2 Headings.** The headings, captions, titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

## **ARTICLE II. DECLARATION OF PRINCIPLE, POLICY AND PURPOSE**

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**

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. NON-DISCRIMINATION**

**Section 4.1 Nondiscrimination.** 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 relationship with said Association can do so at any time without impairment of his employment relationship.

**Section 4.2 Construction.** All references in this Agreement to teacher(s), psychologist(s), coordinator(s), employee(s), and professional employee(s) designates both sexes and whenever the male gender is used, it shall be construed to mean male and/or female.

## **ARTICLE V. MEMBERSHIP DUES DEDUCTION**

**Section 5.1 Dues Deductions** 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 5.2 *Payroll Authorization Form.*** 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 5.3 *Reliance.*** 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 5.4 *Defense and Indemnity.*** 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 6.1 *Exclusive Rights of Intermediate Unit.*** 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 6.2 *Management Rights.*** 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 6.3 *Management Rights.*** 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 6.4 *Rules and Regulations.*** 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 6.5 *Limitations of Arbitration.*** 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 6.6 *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:

§6.6.1 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.

§6.6.2 Employees have a full work schedule and the work to be performed is excess work.

§6.6.3 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.

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

§6.6.5 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.

§6.6.6 Prior to contracting out, Administration shall notify the Association.

**Section 6.7. *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 7.1 *Pay Days.*** 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 7.2 *Exclusion of Liability of Board Members.*** 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 8.1 *Salary Scales*** The salary schedules for the 2022-2023, 2023-2024 and 2024-2025 school years are attached as Exhibits “A”, “B” and “C” respectively. Notwithstanding anything herein to the contrary, implementation of the 2022-2023 salary scale shall take place as soon as reasonably practicable after ratification of this Agreement by both parties and shall be retroactive to the first workday of the employee in the 2022-2023 school year. All Employees shall move horizontally on the schedule as they attain additional credits.

**§8.1.1** “B” signifies a Bachelor’s Degree.

**§8.1.2** “M” signifies a Master’s Degree.

**§8.1.3** “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

**§8.1.4** “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.

**§8.1.5** “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.

**§8.1.6** “D” signifies a Doctorate Degree.

**Section 8.2 *Column Movement***. 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.

**§8.2.1** Only credits earned after the Master's degree is earned will count towards movement across the columns.

**Section 8.3 *Movement on Scale***. 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 9.1 *Intent***. It is of the utmost importance to adjust grievances as quickly as possible.

**Section 9.2 Limitations.** No grievance shall be considered where the circumstances giving rise to it occurred more than fifteen (15) workdays before the filing of the grievance.

**Section 9.3 Grievance Defined.** A grievance shall be understood to be a claimed violation regarding the interpretation or application of one or more provisions of this Agreement.

**Section 9.4 Grievance Procedure.** 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) workdays.

**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) workdays 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) workdays 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) workdays 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) workdays 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 9.5 Finality.** 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 9.6 Precedent.** The decision at Step I shall not be used as a precedent for any subsequent case.

**Section 9.7 Limitation of Authority of Arbitrator.** 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 9.8 Time Limits, Extensions.** 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 9.9 Arbitration Fees.** 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 Representation.** 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 Effect of Responses; Effect of Failure of Appeal.** 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 Compensation.** 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 10.1 Compliance with PERA.** Both parties agree to abide by the provisions of the Pennsylvania Public Employee Relations Act faithfully.

**Section 10.2 No Strike Clause.** 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 10.3 Association's Duties in the Event of a Prohibited Strike.** 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:

**§10.3.1** 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.

**§10.3.2** Instruct by personal contact and writing that all the Employees involved end the strike and return to work.

**§10.3.3** Advise the Intermediate Unit in writing that such Employees' actions have not been authorized or sanctioned by the Association.

**§10.3.4** Refuse to aid, encourage, condone or support the Employees involved in the strike.

**Section 10.4 *IU's Rights.*** 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 10.5 *No Lockout.*** The Intermediate Unit will not engage in any lockout during the term of this agreement.

## **ARTICLE XI. WORK SCHEDULE**

**Section 11.1 *Workday, Generally.*** Except as stated otherwise herein, the workday shall be seven and one-half (7 1/2) hours, inclusive of the duty-free lunch.

**§11.1.1 *Duty-Free Lunch.*** Subject to the following terms and conditions, the parties agree that Employees have duty-free lunch in accordance with section 1504 of the School Code, 24 P.S. §15-1504.

**§11.1.1.1** A supervisor may request or, in the case of an emergency or exigency as defined in §11.1.1.6, direct an Employee to change his/her lunch time unless: (a) the change cannot be accomplished due to the Employee's disability or (b) the change would constitute a violation of the Pregnancy Discrimination Act.

**§11.1.1.1.1** The changed lunch time shall be on the same day, except: (a) as otherwise agreed by the Employee; or (b) the Employee's lunch is scheduled for the last one-and-one-half hour of the workday and the rescheduling of the lunch cannot reasonably be rescheduled the same day.

**§§11.1.1.1.2** When the Employee does not take his or her lunch upon request or direction of the supervisor, the Employee has the option: (a) to be paid for the lost lunch; or (b) to take compensatory time off.

**§11.1.1.2** An Employee may request approval not to take his or her lunch and the Supervisor has determine whether to agree to any such request. In this situation, the Employee may take compensatory time off.

**§11.1.1.3** Due to an emergency or exigency, an Employee may be prevented from taking his or her lunch and not have the ability to request approval from a supervisor in advance. In such situation, the Employee may take compensatory time off if he or she meets the following terms and conditions:

**§11.1.1.3.1** The Employee notifies his or her supervisor in writing as soon as practicable, but in no event later than the day on which the emergency or exigency occurred;

**§11.1.1.3.2** The written notice by the Employee must describe both the facts illustrating the emergency or exigency and the reason why approval could not be obtained before the Employee gave up his or her lunch.

**§11.1.1.3.3** The Employee's ability to take compensatory time off is subject to the written approval of the Supervisor, which shall not be unreasonably withheld.

**§11.1.1.4 Compensation Rate.** Payments under §11.1.1.1 shall be at the Extra Compensation rate. The Extra Compensation Rate shall be determined each year in accordance with the following formula: Divide the Masters' first step salary by 1,426 hours. By way of example, the Extra Compensation Rate under the 2021-22 salary scale would be Thirty-six Dollars and Eighty-four Cents (\$36.84) calculated as follows:  $\$52,500 \div 1,425 = \$36.84$ .

**§11.1.1.5** Compensatory time off must be taken within two (2) weeks of the date on which the lunch was given up and shall be pre-approved by the Employee's supervisor. If the time off is taken at the start or the end of the workday, the Employee may leave the school or facility. If the Employee does not take the compensatory time within two (2) weeks for any reason, the Employee shall be paid at the Extra Compensation Rate.

**§11.1.1.6** An emergency or exigency for purposes of §11.1.1.3 shall be any of the following:

**§11.1.1.6.1** a serious situation or occurrence involving the safety or welfare of a student(s) or class that happens unexpectedly and without fault or cause by the Employee and demands immediate action by the Employee;

**§11.1.1.6.2** a pressing or urgent situation that due to staffing situations requires the Employee's immediate action and attention: provided, however, that this does not include the Intermediate Unit's inability to hire a substitute due to an absence or vacancy.

**§11.1.2 Parttime Employees.** Notwithstanding anything herein to the contrary, §11.1 and §11.1.1 shall not apply to Employees hired to work part-time days of five (5) hours or less per day. For purposes of clarity, Employees hired to work part-time days of five (5) hours or less per day are not entitled to a duty free lunch.

**§11.1.3 Extra Compensation.** Except as otherwise provided herein, an Employee who is required by a Supervisor or School District or customer to work more than seven and one-half (7 1/2) hour in a day shall be compensated at Extra Compensation Rate as defined in §11.1.1.4, to be paid in quarter-hour increments. Notwithstanding anything herein to the contrary, extra compensation is not paid for any of the following kinds of work:

**§11.1.3.1** attendance at conferences or training that is scheduled in place of the usual assignment, even if it lasts longer than seven-and-one-half (7 1/2) hours;

**§11.1.3.2** attendance at faculty meetings scheduled by the school district or Intermediate Unit customer to which the Employee is assigned; or

**§11.1.3.3** attendance at a "meet the teacher" or "open house" events scheduled by the school district or Intermediate Unit customer to which the Employee is assigned.

**§11.1.4** *Start of the Workday.*

**§11.1.4.1** For any employee who is assigned for an entire day to a particular school, academy or facility, the start of the workday shall be the start time as scheduled by the Intermediate Unit.

**§11.1.4.2** For any employee who is not assigned to one school, academy or facility for the entire day, the start of the workday shall be as scheduled accordance with a schedule to be prepared by the Employees and approved by the Intermediate Unit

**§11.1.5** *Delays and Early Dismissals.* The following terms and conditions apply when there is a delay in the start of school or an early dismissal,

**§11.1.5.1** For any Employee who is assigned for an entire day to a particular school, academy or facility in accordance with **§11.1.4.1**, delayed start and early dismissals as determined by the school, academy or facility shall apply.

**§11.1.5.2** Itinerant Employees, in consultation with their supervisors, shall reasonably adjust their schedules to perform work when their schedules are impacted due to late openings or early dismissals.

**Section 11.2** *Workers' Compensation and Liability Insurance Coverage.* 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 subject to the terms, conditions and limitations set forth in the applicable policies. The grievance and arbitration provisions of this Agreement do not apply to this **Section 11.2** or to the Workers' Compensation Policy or Legal liability Policy.

**Section 11.3** *Classroom Teachers.*

**§11.3.1** *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.

**§11.3.2** *Workday.* The minimum normal workday will be considered to be the workday established by the school district for the school to which the Employee is assigned. Any deviation from the minimum normal workday must have the approval of the Intermediate Unit.



**Section 11.4 *Pre-school and Early Intervention Classroom Teachers.***

§11.4.1 *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.

§11.4.2 *Workday.* Flexible 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 11.5 *Itinerant Employees.***

§11.5.1 *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.

§11.5.2 *Workday.* Flexible 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 11.6 *TaC Employees,***

§11.6.1 *Work Year.* The work year shall be one hundred ninety (190) days as scheduled by the Intermediate Unit.

§11.6.2 *Workday.* Flexible 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 11.7 *Psychologists.***

§11.7.1 *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.

§11.7.2 *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 11.8 *Part-Time Employees, Benefits.*** Notwithstanding anything herein to the contrary, all fringe benefits provided to part-time employees will be prorated in accordance with the following terms and conditions:

§11.8.1 Regarding insurance coverage, the part-time employee shall pay the proportion of insurance premium not paid by the Intermediate Unit. This is to be paid through payroll deduction.

§11.8.2 Premium share shall be prorated.

§11.8.3 *Grandfathering Protections; Part-time Employees Receiving "Full-Time Benefits."* Regarding any part-time Employee who was employed prior to July 1, 2022, and who was receiving "full-time benefits," said Employee shall continue to receive full-time benefits under the terms and conditions of this Agreement for full-time employees until such time as the Employee requests and receives a schedule change reducing the number of days per week or the number of hours per day. For purposes of clarity, the full-time benefits will not be reduced for a grandfathered Employee under this section unless Employee requests a reduction in hours or days. If such a request is made, the Employee will receive only proportionate benefits under §11.8 hereof as long as the employee is regularly scheduled to work twenty (20) hours per week.

**Section 11.9 *Teacher Induction Program***

§11.9.1 *First-Year Employees.* First-year Employees will be required to work up to three (3) additional days with no additional compensation in order to complete induction activities as directed by the intermediate Unit. Said days must take place between the Intermediate Unit's opening in-service days, which shall be no earlier than August 1 in any given year, and the first student day of the school year. Two (2) of the days must take place before the first student day for the Employee.

§11.9.2 *Second-Year Employees.* Second-year Employees will be required to work up to ten (10) additional hours with no additional compensation as scheduled by the Intermediate Unit in order to complete the induction activities. Said hours must be scheduled immediately following the workday, and meetings shall not exceed a maximum duration of three (3) hours.

**§11.9.3 *Mentors.***

§11.9.3.1 Mentors shall provide the duties set forth in the mentor job description within the parameters of this Agreement.

§11.9.3.2 Mentors for first-year Employees shall work one (1) of the three additional days as scheduled by the Intermediate Unit for first-year Employee induction activities. All other interaction between the mentor and mentee shall be at their discretion, provided that such interactions shall not be during the work day except for observations. A stipend of one thousand dollars (\$1,000.00) shall be paid to the mentors of the first-year Employees.

§11.9.3.3 Mentors for second-year Employees shall work as needed in order to fulfill the mentee's induction requirements, as scheduled at the discretion of the two parties,

provided that such work shall not be during the work day except for observations. Mentors for second-year Employees will receive a stipend of five hundred dollars (\$500.00).

**§11.9.3.4** For purposes of this §11.9, (a) the term "first-year Employee" means an Employee who is going through the induction program for the first time even it actually occurs in the Employee's second year of employment with the Intermediate Unit; and (b) the term "second-year Employee" means an Employee who is going through the second year induction activities even if such activities occur during the Employee's third year of induction.

## **ARTICLE XII. PERSONAL AND BEREAVEMENT LEAVE**

### **Section 12.1 *Personal Days.***

**§12.1.1** 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.

**§12.1.2** 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.

**§12.1.3** Requests shall be honored on a first come, first served basis.

#### **§12.1.4 Limitations**

**§12.1.4.1** The number of Employees taking personal leave per day shall not exceed ten percent of the full- time Employees.

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

**§12.1.4.3** 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 12.2 *Bereavement Leave.***

**§12.2.1 *Death in the Immediate Family.*** Each Employee shall be allowed up to five (5) consecutive 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, stepchildren, 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.

**§12.2.1.1 Notice.** The Employee must provide notice to the Intermediate Unit as soon as reasonably practicable of the dates for the bereavement leave.

**§12.2.1.2 Exceptions.** Employees may request an exception to the general requirement that the days be taken off consecutively. The only reasons for an exception are: (a) the memorial service or internment is scheduled for a later date; or (b) the Employee must tend to legal matters that cannot be scheduled outside of the workday. The Employee's request for an exception under this **§12.2.1.2** is subject to the approval of the Executive Director.

**§12.2.1.3 Part-time Employees.** Part-time Employees will be paid their usual number of hours for days taken off for bereavement leave. If the 5-consecutive days cover both workdays and non-scheduled business days, the non-scheduled business days shall be counted towards the 5-day leave and shall not be paid. Part-time Employees may not have any exceptions to the requirement that the bereavement leave be taken in consecutive business days. For purposes of clarity, if a part-time employee is scheduled to work 4-hours per day, Monday through Wednesday, and the employee begins his/her bereavement leave on Monday, the Employee will be entitled to be paid 12 hours and will be required to return to work the following Monday. Similarly, if this Employee begins the bereavement leave on Wednesday, he/she will be deemed to be taking the leave Wednesday, Thursday, Friday, Monday, and Tuesday and will be paid 12 hours.

**§12.2.2 Death of a Near Relative.** Each Employee shall be allowed one (1) bereavement day without loss of pay to attend the funeral of a near relative who does not reside in the same household. Near relative is defined as first cousin, grandfather, grandmother, grandchild, uncle, aunt, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. This benefit does not apply when the funeral is not on a workday for which the Employee is scheduled.

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

**Section 13.1 Maximum Individual Annual Reimbursement.** 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 13.2 Eligibility.** In order to be eligible for tuition reimbursement:

**§13.2.1** 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.

**§13.2.2** 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.

**§13.2.3** 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.

**§13.2.4** 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.

**§13.2.5** Payment of the aforesaid tuition costs will be made for completed programs which meet the following qualifications:

**§13.2.5.1** Earn college credits and are part of the regular on-campus program or the regular continuing education program of accredited colleges.

**§13.2.5.2** 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.

**§13.2.5.3** "Completed" means the date on which all requirements of the course are completed.

**§13.2.6** 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.

**§13.2.7** Approval will be granted to any Employee only after the employee has actually started work for the Intermediate Unit.

**§13.2.8** Payment shall be limited to the cost of the tuition, not to exceed the annual limit established in **Section 13.1** 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.

**§13.2.9** Notwithstanding anything herein to the contrary, Long-Term Substitutes and Employees working fewer than 190 days shall not be entitled to tuition reimbursement.

**§13.2.10** 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.

**Section 13.3 Aggregate Cap.** 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 an amount calculated according to the following formula: the cost of twelve (12) graduate credits at Bloomsburg University determined on May 1 of each year for the following school year times fifteen. ("the Aggregate Cap") The tuition under the cap is 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.

## **ARTICLE XIV. INSURANCE BENEFITS**

### **Section 14.1 *Life Insurance***

**§14.1.1** The Intermediate Unit shall pay the premium for a group term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000) for each eligible Employee on the active payroll.

**§14.1.2** Coverage is effective on the first day of employment as approved by the Board and defined on the Board agenda.

**§14.1.3** 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.

**§14.1.4** 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.

**§14.1.5** 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.

**§14.1.6** 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.

**§14.1.7** 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 14.2 *Hospitalization and Medical Service Plan***

**§14.2.1 *General Description.*** The Intermediate Unit is a member of the Northern Tier Insurance Consortium (NTIC), (coverage currently administered through Highmark Blue Cross/Blue Shield) 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 Highmark as they become approved through the Pennsylvania State Insurance Department).

**§14.2.2 Available Plans.**

**§14.2.2.1** The following Plan shall be offered by the Intermediate Unit :

QHDHP, Plan G (“the Base Plan”);

**Section 14.3 Premium Share.** Employees enrolled now or hereafter in the Base Plan shall pay the following share of the premium cost to the Intermediate Unit:

**§14.3.1** 2022-2023 school year: 2 ½%;

**§14.3.2** 2023-2024 school year: 4%;

**§14.3.3** 2024-2025 school year: 6%.

The increase in premium share shall be retroactive to July 1, 2022. Implementation of the increase shall be made with the same check when implementation of the wage increase is made in accordance with §8.1 of this Agreement

**Section 14.4 Election of Coverage.** Employees hired on or before August 31, 2019, will be given the opportunity to elect their coverage option once during the month prior to the Plan Year (September 1 through August 31); provided, however, that once an Employee is in the Base Plan, said Employee does not have the option or right to elect coverage in either Plan E or Plan G. 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.

**Section 14.5 Section 125 Plan.** 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.

**§14.5.1** 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.

**§14.5.2 *Effective Date of Coverage for New Employees.*** 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.

**§14.5.3 *Waiver of Coverage.*** 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.

**§14.5.3.1 *Delayed Election for Coverage.*** 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.

**§14.5.4 *Termination of Coverage.*** 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.

**§14.5.5 *Eligibility.*** 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.

**§14.5.6 *Unpaid Absences or Leaves.*** 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 14.6 *Dental Plan.***

**§14.6.1** 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.

**§14.6.2** 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.

**§14.6.3** 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.

**§14.6.4** 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.

**§14.6.5** 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.

**§14.6.6** 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.

**§14.6.7** 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 15.1 *Income Protection Plan.***

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

**§15.1.2** Payments to the employee are sixty percent (60%) of the Employee's salary with a maximum of \$69 per day (\$345 per week).

**§15.1.3** Payments may continue up to two (2) years in the case of sickness and five (5) years in the case of accident.

**§15.1.4** 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.

**§15.1.5** 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.

**§15.1.6** 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.

**§15.1.7** 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.

**§15.1.8** 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 BENEFITS**

**Section 16.1** *Early Retirement Incentive Program ("ERIP")*. 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 16.2** *ERIP Eligibility*. An Employee to be eligible for retirement severance pay shall:

**§16.2.1** Submit a valid written resignation to the Intermediate Unit because of pending retirement; and

**§16.2.2** 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.

**Section 16.3 Buyback of Unused Accumulated Sick Leave.** A retiring Employee shall be paid for the buyback of unused accumulated sick leave in accordance with the following terms and conditions:

**§16.3.1 Conditions for Qualifying for Benefit.** The Employee:

**§16.3.1.1** must have never previously been paid any retirement or severance payment by the Intermediate Unit;

**§16.3.1.2** must retire from public school service;

**§16.3.1.3** must be a "superannuation annuitant" as defined in 24 Pa.C.S.A. §8102;

**§16.3.1.4** must have applied for and been eligible for superannuation benefits by the Public School Employee Retirement System ("PSERS"); and

**§16.3.1.5** must have fifteen (15) or more years of service for the Intermediate Unit in the bargaining unit represented by the Association.

**§16.3.2 Benefit.** The Intermediate Unit shall pay to a retiree who meets the terms and conditions stated in §16.3.1 for each unused and accumulated sick leave day that the retiree has above thirty (30) days at the rate of Fifty Dollars (\$50.00) per day to a maximum of Four Thousand Dollars (\$4,000.00).

**§16.3.2.1** The retiree shall notify the Intermediate Unit in writing when the retirement application has been made;

**§16.3.2.2** The Intermediate Unit shall make the payment under §16.3.2 within twenty (20) work days of the date of notice by the retiree under §16.3.2.1.

## **ARTICLE XVII. GENERAL PROVISIONS**

**Section 17.1 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 17.2 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 17.3 Severability.** 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 17.4 Professionalism.** The Association agrees to make every effort to maintain the high level of professionalism that presently prevails.

**Section 17.5 Sick Leave Account.** Employees shall be given a written account of accumulated sick leave on each paystub.

**Section 17.6 Just Cause.** No Employee shall be disciplined, demoted, or dismissed without just cause. The Employee shall be informed of the reason for the disciplinary action.

**Section 17.7 PSEA House of Delegates Attendance.** 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 17.8 Representation.** 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 17.9 Curtailment of Supplies.** 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 Hiring.** 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 Examination of Personnel File.** 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 Job Openings, Notice and Posting.** 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 Furnishing of Phones.** 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 18.1 *Transfers.*** 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 18.2 *Transfers, Limitations*** 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 18.3 *Requesting Transfers.*** 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 18.4 *Transfer Grievances.*** 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 CHILDREARING LEAVE**

### **Section 19.1 *Childbearing Leave.***

**§19.1.1** 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.

**§19.1.2** In the event an Employee applies for sick leave under the provisions of Section **§19.1.1**, 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 19.2 *Childrearing Leave.***

**§19.2.1** 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.

**§19.2.2 *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.

**§19.2.2.1 *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 19.3 *Replacement.*** 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 19.4 *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 19.5 *Non-accrual of Time.*** 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 19.6 *Use of Sick Leave.*** 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 19.7 *Examination.*** In the event an Employee applies for sick leave under the provisions of **Section 19.6**, 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 20.1 *X-rays and Physicals.*** 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 21.1 *Home Base.*** A "home base" shall be established by the Intermediate Unit as follows:

§21.1.1 Classroom teachers, the district to which the teacher is assigned fifty percent (50%) of the time or more;

§21.1.2 Itinerant teachers, either the Canton office or the Williamsport office as determined by the Intermediate Unit;

§21.1.3 For all other Employees, the office to which the Employee is assigned by the Intermediate Unit.

**Section 21.2 *Mileage Reimbursement.*** Mileage Reimbursement shall be provided to Employees in accordance with the following rules:

§21.2.1 The reimbursement rate shall be the lessor of the IRS approved mileage rate or the General Services Administration rate.

**§21.2.2** Except as stated below, mileage shall be calculated and reimbursed from each Employee's home base as defined in §21.2.3.2 to the Employee's first place of assignment. Following the first place of assignment, mileage will be paid for driving to each subsequent assignment until returning to the home base or the last work location.

**§21.2.3** Notwithstanding anything herein to the contrary, mileage reimbursement is subject to each of the following terms, conditions and limitations:

**§21.2.3.1** Mileage reimbursement for in-service days will be allowed as long as it does not violate the IRS rules as referenced in §21.2.3.4.

**§21.2.3.2** 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.

**§21.2.3.2.1** When an Employee is required by the Intermediate Unit to travel outside of the boundaries of the Intermediate Unit and the Employee has been granted approval by the Intermediate Unit for overnight stay, the Employee shall be reimbursed for the actual miles driven going to and from the assignment, training or conference, less the miles for the Employee's ordinary commute. An illustrative example is as follows:

Employee travels to a conference in Harrisburg from March 1st through March 3<sup>rd</sup>. Employee's one-way commute to their assigned home base is 25 miles. On March 1<sup>st</sup> Employee drives 150 miles from home to Harrisburg. Employee spends the night in Harrisburg on March 1<sup>st</sup> and March 2<sup>nd</sup>. Employee drives 150 miles from Harrisburg to home on March 3<sup>rd</sup>. The mileage will be reported by Employee as follows:

Date	Total Miles	Usual Commute	Net Reimbursable Mile
3/1	150	25	125
3/2	0	0	0
3/3	150	25	125

**§21.2.3.3** Mileage shall not be paid for personal travel such as trips to restaurants.

**§21.2.3.4** No reimbursement shall be allowed if it would be taxable under applicable IRS rules.

**§21.2.4** 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 5<sup>th</sup> calendar day of the month following the month for which reimbursement is sought unless extenuating circumstances prevent meeting this deadline.

**Section 21.3 Expenses.** 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 21.4 *Expense Vouchers.*** 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 21.5 *Billing.*** 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 21.6 *Reimbursement of License Fees.*** 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 22.1 *Additional Sick Leave.*** 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.

Work Days	Sick Leave Days
195-214	11
215 or more	12

**Section 22.2 *Legal Entitlement.*** Entitlement for payment and accumulation shall be in accordance with the Public School Code.

**Section 22.3 *Family Sick Leave.*** 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 23.1 *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 23.2 *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 23.3 *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 23.4 *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 23.5 *Loss of Seniority.*** Employees shall lose seniority and employment shall cease for the following reasons:

§23.5.1 Resignation;

§23.5.2 Discharge;

§23.5.3 Retirement; and/or

§23.5.4 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 §23.5.4, full-time employment shall not include positions vacated by other Employees on leave.

**Section 23.6 *Accrual of Seniority.*** Employees shall accrue seniority during furlough and approved leaves of absence. No loss in seniority shall occur for unapproved emergency days.

**Section 23.7 *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 23.8 *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 23.9 *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 24.1 *Furlough (Layoff).***

**§24.1.1 *Realignment.*** In the event of a reduction in staff, the Intermediate Unit shall realign its professional staff so as to ensure that more senior professional Employees are placed in positions for which they are certificated in accordance with Section 1125.1 of the School Code, 24 P.S. §11-1125.1. Checkerboarding is prohibited.

**§24.1.2 *Transfer of Entity.*** 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. 11-1113. 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 24.2 *FTE Reductions***

**§24.2.1 *Required Meeting.*** 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.

**§24.2.2 *Options.*** If there is not sufficient voluntary reduction, teachers will be given the option of prorating rather than furloughing.

**§24.2.3 *Qualification for Benefits.*** 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.

### **Section 24.3 *Recalls***

**§24.3.1 *Recall.*** The Intermediate Unit will recall laid-off Employees accordance with Section 1125.1 of the School Code, 24 P.S. §11-1125.1.

**§24.3.2 *Transfer.*** Transfer rights shall be provided to Employees who, due to furlough, are realigned when vacancies in the Employees' certification area(s) arise.

**§24.3.3 *Part-time to Full-time.*** The Intermediate Unit will select Employees that have been prorated to fill the first available full-time positions. Any Employee accepting a recall to a part-time position shall be offered the first opportunity for full-time employment in the Intermediate Unit.

**§24.3.4 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 24.4 Rehire of Furloughed Employees.**

**§24.4.1 Seniority Upon Rehire.** 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 25.1 Zipper Clause.** 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 25.2 Waiver.** 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 July 1, 2022, and shall remain in full force and effect for a period of three (3) years up to and including June 30, 2025. The parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunto set their hands and seals on the date(s) set forth below.


BLaST INTERMEDIATE UNIT 17

BLaST EDUCATION ASSOCIATION

By:   
President

By:   
President

By:   
Secretary

By:   
Secretary

Date: 1/30/2023

Date: 1/24/2023



## A - SALARY - 2022-2023

From							
Top	Step	BA	MA	MA+15	MA+30	MA+60	DOC
14	1	52,520	53,650	54,875	55,578	56,281	56,984
13	2	54,120	55,250	56,475	57,178	57,881	58,584
12	3	55,720	56,850	58,075	58,778	59,481	60,184
11	4	57,320	58,450	59,675	60,378	61,081	61,784
10	5	58,920	60,050	61,275	61,978	62,681	63,384
9	6	60,520	61,650	62,875	63,578	64,281	64,984
8	7	62,120	63,250	64,475	65,178	65,881	66,584
7	8	63,810	64,940	66,165	66,868	67,571	68,274
6	9	65,500	66,630	67,855	68,558	69,261	69,964
5	10	67,200	68,330	69,555	70,258	70,961	71,664
4	11	68,900	70,030	71,255	71,958	72,661	73,364
3	12	70,600	71,730	72,955	73,658	74,361	75,064
2	13	72,300	73,430	74,655	75,358	76,061	76,764
1	14	74,300	75,430	76,655	77,358	78,061	78,764
TOP	15	76,300	77,430	78,655	79,358	80,061	80,764

## B - SALARY - 2023-2024

From Top	Step	BA	MA	MA+15	MA+30	MA+60	DOC
14	1	53,805	54,935	56,160	56,863	57,566	58,269
13	2	55,405	56,535	57,760	58,463	59,166	59,869
12	3	57,005	58,135	59,360	60,063	60,766	61,469
11	4	58,605	59,735	60,960	61,663	62,366	63,069
10	5	60,205	61,335	62,560	63,263	63,966	64,669
9	6	61,805	62,935	64,160	64,863	65,566	66,269
8	7	63,405	64,535	65,760	66,463	67,166	67,869
7	8	65,020	66,150	67,375	68,078	68,781	69,484
6	9	66,710	67,840	69,065	69,768	70,471	71,174
5	10	68,400	69,530	70,755	71,458	72,161	72,864
4	11	70,100	71,230	72,455	73,158	73,861	74,564
3	12	71,800	72,930	74,155	74,858	75,561	76,264
2	13	73,500	74,630	75,855	76,558	77,261	77,964
1	14	75,400	76,530	77,755	78,458	79,161	79,864
TOP	15	77,300	78,430	79,655	80,358	81,061	81,764



## C - SALARY - 2024-2025

From Top	Step	BA	MA	MA+15	MA+30	MA+60	DOC
14	1	55,375	56,505	57,730	58,433	59,136	59,839
13	2	56,975	58,105	59,330	60,033	60,736	61,439
12	3	58,575	59,705	60,930	61,633	62,336	63,039
11	4	60,175	61,305	62,530	63,233	63,936	64,639
10	5	61,775	62,905	64,130	64,833	65,536	66,239
9	6	63,375	64,505	65,730	66,433	67,136	67,839
8	7	64,975	66,105	67,330	68,033	68,736	69,439
7	8	66,575	67,705	68,930	69,633	70,336	71,039
6	9	68,250	69,380	70,605	71,308	72,011	72,714
5	10	69,925	71,055	72,280	72,983	73,686	74,389
4	11	71,600	72,730	73,955	74,658	75,361	76,064
3	12	73,275	74,405	75,630	76,333	77,036	77,739
2	13	74,950	76,080	77,305	78,008	78,711	79,414
1	14	76,625	77,755	78,980	79,683	80,386	81,089
TOP	15	78,300	79,430	80,655	81,358	82,061	82,764