



COLLECTIVE BARGAINING AGREEMENT

Between the
Phoenixville Area School District and the
Phoenixville Area Education Association
July 1, 2016- June 30, 2019

ARTICLE 1

PREAMBLE

- 1.1.** This Agreement entered into this _____ day of May, 2016, by and between the Board of School Directors of the Phoenixville Area School District, hereinafter called the "Board," and the Phoenixville Area Education Association, affiliated with the Pennsylvania State Education Association and the National Education Association, hereinafter called the "Association."
- 1.2.** If the District is unable to maintain the prior fiscal year's level of funding due to a loss of revenue at the State and local levels, the parties agree to reopen this Agreement and freeze Bargaining Unit Members' salaries at the prior year's level until a revised agreement is reached which could not exceed the Bargaining Unit's total compensation percentage of the prior year's general fund budget. The loss of revenue must exceed the PASD's Act 1 Index, excluding exceptions. For the purposes of this Agreement, the Act 1 index will be zero (0) should the Act 1 index be abolished by the State.

ARTICLE 2

PARTIES TO THE AGREEMENT

2.1. Employer

The Employer is the Phoenixville Area School District.

2.2. Employees

The Employees consist of all those persons in the bargaining unit established by mutual agreement between the Board and Association for the purpose of the jointly requested certification submitted to the Pennsylvania Labor Relations Board, PERA-R-299-E, dated 1970, as amended PERA-U-10,436-E dated December 21, 1977.

ARTICLE 3

DURATION

3.1.This agreement shall be in full force and effect as of July 1, 2016 and shall continue in full force and effect through June 30, 2019, and thereafter for successive one-year periods until one of the parties hereto shall notify the other in writing no later than January 10, 2019, or January 10 of any year thereafter of its desire to terminate or modify the same.

3.2.Any and all personnel-related actions submitted to and approved by the Board prior to Board ratification of this Agreement shall be governed by the applicable provisions of the parties' 2014-2016 collective bargaining agreement. The provisions contained in this Agreement are prospective in nature and shall apply to Bargaining Unit Members who are employed by the District as of the date of ratification by both parties.

ARTICLE 4

ADDITIONS, AMENDMENTS AND MODIFICATIONS

4.1.Additions, amendments and modifications of this Agreement shall only be effective when signed on behalf of the parties by their duly authorized representatives.

ARTICLE 5

NON-DISCRIMINATION

5.1.The Board and Association agree that no person shall be discriminated against because of age, race, religion, national origin, disability, gender, color, marital status, creed, veteran status, sexual orientation, political beliefs, socioeconomic status, culture or membership in the Association or participating in its activities or acting on its behalf.

ARTICLE 6

COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND COLLECTIVE BARGAINING AGREEMENT

6.1. Any individual contract between the Board and an individual Bargaining Unit Member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 7

COMPLIANCE WITH LAWS

7.1. This Agreement is subject to any applicable State and Federal laws, Executive Orders having the effect of law, and regulations thereunder. Any provision of this Agreement which is or becomes illegal under any State or Federal laws, or Executive Orders having the effect of law, or regulations thereunder, shall be reopened for collective bargaining between the parties hereto without affecting the remainder of this Agreement. Otherwise, the Agreement shall not be reopened, except by mutual agreement.

ARTICLE 8

MANAGEMENT FUNCTIONS

8.1. The formulation of policy, determination of functions and programs of the Board, the preparation and drafting of the budget, utilization of technology, the structuring of the organization, promulgation and administration of reasonable work rules, scheduling of the hours and direction of the Bargaining Unit Members is vested exclusively in the Board.

8.2. The qualifications, capabilities and grading of applicants for employment shall be determined solely by the Board. The right to promote, transfer, change work assignments, specify minimum professional performances and the right to relieve employees from duty because of lack of work are management functions vested exclusively in the Board

(subject to the limitations and procedures now provided by law and this Collective Bargaining Agreement).

8.3.The decision or determination on matters discussed between the parties pursuant to Article 24 hereof shall remain with the Board and be deemed final on any issue or issues raised.

ARTICLE 9

PRINTING OF AGREEMENT

9.1.Electronic copies of the Agreement shall be distributed to Members of the Bargaining Unit by the Board within thirty (30) calendar days after the Agreement is signed. The electronic Agreement shall be distributed to all Bargaining Unit Members now employed or employed during the duration of the Agreement. Thirty (30) executed copies shall be provided to the Association no later than thirty (30) days after the Agreement is signed.

ARTICLE 10

SCOPE OF THE AGREEMENT

10.1. All rights, remedies and procedures which Bargaining Unit Members enjoy shall be governed by the Pennsylvania School Code of 1949, as amended, or this Agreement.

10.2. The parties agree that a Grievant shall not have remedies under both the School Code of 1949, as amended, and the Collective Bargaining Agreement; but shall elect either to file a grievance or to pursue his/her case under administrative procedures available under the School Code.

ARTICLE 11

STRIKES AND LOCKOUTS

11.1. The Association and the Bargaining Unit Members it represents agree that they shall not cause or participate in, directly or indirectly, any strike, slowdown or stoppage of work during the term of this Agreement.

11.2. The Board agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 12

WORKDAY AND WORK YEAR

12.1. Workday

All Bargaining Unit Members shall work on a basic workday of seven (7) hours and thirty (30) minutes, plus other duties as required in this Article.

12.1.1. All Bargaining Unit Members shall receive a minimum of two hundred and sixty (260) minutes of preparation time per cycle (six school days), with a minimum daily preparation time interval length of thirty (30) minutes at the elementary level, (within the student day), and a minimum of a class period at the secondary level, (within the student day). Preparation time shall be Bargaining Unit Member-directed and duty free.

12.1.2. Within the 7 hour and 30 minute workday schedule, the Administration shall place either at the beginning, middle or end of the workday (at its sole discretion), a minimum thirty (30) minute block of time for activities such as department/team/grade level activity as directed by the Building Principal. At the secondary level, there shall be a total of ten (10) minutes of transition time before, after, or split around the thirty (30) minute block.

12.1.3. The Bargaining Unit Member workday shall start prior to the student day and shall end after the student day, as determined by the Superintendent or his/her designee.

12.1.4 The District reserves the right to assign Bargaining Unit Members to instructional or other duties during the basic workday, except during lunch periods [thirty (30) minutes per day] and preparation time as set forth above. The District reserves the right to assign Bargaining Unit Members to instructional duties during time periods usually used as preparation time when necessary to provide coverage; in such cases, Bargaining Unit Members shall be paid for lost preparation time at the rate of Twenty-two Dollars (\$22.00)

per coverage at the secondary level and Fifty-five Cents (\$.55) per minute at the elementary level. Bargaining Unit Members shall have the option of taking such lost preparation time as compensatory time off (minute for minute) during unassigned time, provided that if such compensatory time is not taken by the end of that school year, the Bargaining Unit Member shall be paid for such lost preparation at the applicable rate set forth above. Unassigned time shall not include in-service, faculty or other meetings. The lunch recess at the elementary level shall be thirty (30) minutes.

12.1.6 Whenever the class schedule indicates that a secondary teacher will have more than three “preps,” the District shall notify the Association and conduct a leadership meeting to discuss alternative scheduling to reduce the number of preps for the affected teacher. The District shall provide the Association with a copy of the master schedule for the affected department(s) at least five (5) workdays in advance of the leadership meeting.

12.1.7 BUILDING SUBSTITUTES: The District may create a Building Substitute category. The daily rate of pay for a Building Substitute shall be \$140.00.

A Building Substitute may not work more than fifteen (15) consecutive working days for the same Bargaining Unit Member. Building Substitutes shall receive the base plans for individual medical and prescription coverage provided to Bargaining Unit Members in this Agreement, but shall not be entitled to receive dental, vision, life insurance, disability or other coverage.

12.1.8 All Bargaining Unit Members shall be required to perform bus duty, of not more than one-half (1/2) hour in any given day, on an equitable, rotating schedule prepared by the Building Principal. The Bargaining Unit Members performing this duty may leave at any time after the last bus leaves. If the last bus has not left within twenty (20) minutes of dismissal, the Bargaining Unit Member must notify the Building Principal or his/her designee. In the event that the last bus has not left in the allotted one-half (1/2) hour period, the Bargaining Unit Member performing this duty may leave once the students are under the supervision of the office of the Building Administrator.

- 12.1.9** All Bargaining Unit Members may be required to attend one (1) Open House. Counselors and Honor Society sponsors may be required to attend one (1) additional night.
- 12.1.10** All Bargaining Unit Members may be required to attend two (2) parental conferences per school semester [four (4) per school year], as determined by the Building Principals. The District shall work with the leaders of the Association to develop a mutually agreeable conference schedule. Conferences scheduled to be held on Fridays or the day prior to a holiday should end by 3:30 pm. Conference day assignments for non-classroom Bargaining Unit Members (e.g., school nurses, librarians) who do not have scheduled parent conferences shall be at the sole discretion of the Building Principal.
- 12.1.11** There will be a maximum of nine (9) faculty meetings per building per school year. Faculty meetings shall be called at the discretion of the Building Principal, with a minimum of one (1) week's notice and shall extend no longer than one (1) hour beyond the regular teachers workday. All Bargaining Unit Members shall be required to attend these meetings, unless excused by the Building Principal at his/her sole discretion.

12.2. Work Year

For the duration of the Agreement, the Work Year shall consist of 190 faculty workdays, including 184 instructional days and 6 in-service days. On the last workday of each year, if all obligations are completed as determined by the Principal or supervisor, permission to leave will not be unreasonably withheld after 12:00 noon.

New Bargaining Unit Members identified and selected to fill positions to begin a school year will be required to attend three new employee orientation days. These days will immediately precede the first in-service day for all Bargaining Unit Members at the start of the school year. New Bargaining Unit Members will be paid a pre-service stipend of \$145 per day for their participation in these new employee orientation days and will be compensated as soon after the orientations as possible.

ARTICLE 13

SALARY SCHEDULE

- 13.1.** The Bachelor's Track is provided for Bargaining Unit Members holding a valid Pennsylvania teaching certificate for the subject or grades in which the Bargaining Unit Member is rendering service to the District, or in another educational discipline pre-approved by the Superintendent.
- 13.2.** The B. + 15 Track is provided for Bargaining Unit Members holding a valid Pennsylvania teaching certificate for the subjects or grades in which the Bargaining Unit Member is rendering service to the School District, or in another educational discipline pre-approved by the Superintendent, plus fifteen (15) graduate credits earned from an accredited College or University in excess of those required for the attainment of the Bachelor's degree.
- 13.3.** The Master's Track is provided for Bargaining Unit Members who, in addition to holding a valid Pennsylvania teaching certificate for the subject or grades in which the Bargaining Unit Member is rendering service to the School District, or in another educational discipline pre-approved by the Superintendent, have earned a Master's degree from an accredited college or university, or have been awarded the Master's Equivalency Certificate by the Pennsylvania Department of Education.
- 13.4.** The M. + 15, M. + 30, M. + 45, and M. + 60 Tracks are provided for Bargaining Unit Members who, in addition to holding a valid Pennsylvania teaching certificate for the subject or grades in which the Bargaining Unit Member is rendering service to the School District, or in another educational discipline pre-approved by the Superintendent, have been awarded a Master's degree from an accredited college or university, or have been awarded a Master's Equivalency Certificate by the Pennsylvania Department of Education prior to September 1, 1978, and have accumulated fifteen (15), thirty (30), forty-five (45) or sixty (60) credits.
- 13.5.** The Doctoral Track is provided for Bargaining Unit Members who have been awarded a Doctorate degree in the subject or discipline in which the Bargaining Unit Member is

rendering service to the School, or in another educational discipline preapproved by the Superintendent.

- 13.6.** Bargaining Unit Members who request change from one track to another may do so after earning valid college credits that satisfy requirements set forth by Article 22 of this agreement, that have been pre-approved by the Superintendent or Designee. For individuals not seeking reimbursement for college credits, these members may submit credits for pre-approval by the Superintendent or designee, in accordance with the provisions in section 13.9, thirty days prior to track change for evaluation. Courses not meeting the requirements of Article 22 will result in denial of track change and will not be considered for future track change.
- 13.7.** Newly hired Bargaining Unit Members that accept positions on a specific track but have college credits that are in excess of that track must report these credits within the first sixty working days. These credits, after verification that they meet the requirements set forth in Article 22 of this agreement, will be considered pre-approved by the Superintendent for the purpose of track change. Any credits that are not reported within 60 working days of start will not be considered for track movement.
- 13.8.** Exceptions to the approval process outlined in Article 13.6 and 13.7 may only be made in writing by the Superintendent for extenuating circumstances. The Bargaining Unit member must request a meet and discuss and provide compelling evidence as to why an exception should be made. The Superintendent's decision is binding, will not be considered precedent setting, and is not subject to the grievance procedure set forth in this agreement.
- 13.9.** Track change submissions must be submitted to the HR Office before the first student day to receive track change in August. Track change submissions that are submitted between the first student day and the last day of the second marking period will be in effect beginning in the second semester. Track change requests submitted the first day of the second semester through the final day before the next student year will take effect the first day of the next student year. All track change submissions must be completed in full and good order including transcripts within thirty days of each request. If these deadlines are not met in the thirty day window, association members must wait until the next available track change window to submit for a track change.

13.10. Bargaining Unit members will be paid according to the following Salary Matrix beginning with the 2016-2017 school year.

Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$48,000	\$50,196	\$54,099	\$57,352	\$60,630	\$63,909	\$65,210	\$66,510
2	\$49,197	\$51,687	\$55,589	\$58,841	\$62,120	\$65,398	\$66,699	\$68,001
3	\$50,528	\$53,572	\$57,475	\$60,728	\$64,006	\$67,285	\$68,586	\$69,886
4	\$51,859	\$55,459	\$59,362	\$62,615	\$65,893	\$69,171	\$70,472	\$71,773
5	\$53,190	\$57,345	\$61,249	\$64,500	\$67,779	\$71,057	\$72,358	\$73,659
6	\$54,521	\$59,232	\$63,135	\$66,387	\$69,666	\$72,944	\$74,245	\$75,546
7	\$55,852	\$61,119	\$65,021	\$68,273	\$71,551	\$74,830	\$76,131	\$77,433
8	\$57,183	\$63,004	\$66,907	\$70,160	\$73,438	\$76,717	\$78,017	\$79,318
9	\$58,514	\$64,891	\$68,794	\$72,047	\$75,325	\$78,602	\$79,904	\$81,205
10	\$59,895	\$66,777	\$70,681	\$73,932	\$77,211	\$80,489	\$81,790	\$83,091
11	\$61,326	\$68,664	\$72,681	\$75,819	\$79,098	\$82,376	\$83,677	\$84,978
12	\$62,758	\$70,550	\$74,681	\$77,705	\$80,983	\$84,262	\$85,563	\$86,864
13	\$64,188	\$73,350	\$76,681	\$80,229	\$83,507	\$86,786	\$88,087	\$89,388
14	\$65,620	\$76,761	\$78,681	\$82,753	\$86,031	\$89,310	\$90,611	\$91,911
15	\$68,082	\$80,172	\$82,556	\$86,632	\$90,140	\$93,185	\$94,692	\$95,923
16	\$70,544	\$83,583	\$86,431	\$90,106	\$93,614	\$96,687	\$98,107	\$99,199
17	\$73,507	\$87,107	\$91,080	\$94,391	\$97,728	\$101,064	\$102,389	\$103,713

13.11 For the 2017-2018 school year, all Bargaining Unit Members who were employed in compensable status for at least one-half (1/2) the number of days in the 2016-2017 school work year shall move a step on the 2017-2018 salary schedule incorporated herein.

**Salary Schedule
2017-2018**

Steps	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$48,800	\$50,996	\$54,899	\$58,152	\$61,430	\$64,709	\$66,010	\$67,310
2	\$49,997	\$52,487	\$56,389	\$59,641	\$62,920	\$66,198	\$67,499	\$68,801
3	\$51,328	\$54,372	\$58,275	\$61,528	\$64,806	\$68,085	\$69,386	\$70,686
4	\$52,659	\$56,259	\$60,162	\$63,415	\$66,693	\$69,971	\$71,272	\$72,573
5	\$53,990	\$58,145	\$62,049	\$65,300	\$68,579	\$71,857	\$73,158	\$74,459
6	\$55,321	\$60,032	\$63,935	\$67,187	\$70,466	\$73,744	\$75,045	\$76,346
7	\$56,652	\$61,919	\$65,821	\$69,073	\$72,351	\$75,630	\$76,931	\$78,233
8	\$57,983	\$63,804	\$67,707	\$70,960	\$74,238	\$77,517	\$78,817	\$80,118
9	\$59,314	\$65,691	\$69,594	\$72,847	\$76,125	\$79,402	\$80,704	\$82,005
10	\$60,695	\$67,577	\$71,481	\$74,732	\$78,011	\$81,289	\$82,590	\$83,891
11	\$62,126	\$69,464	\$73,481	\$76,619	\$79,898	\$83,176	\$84,477	\$85,778
12	\$63,558	\$71,350	\$75,481	\$78,505	\$81,783	\$85,062	\$86,363	\$87,664
13	\$64,988	\$74,150	\$77,481	\$81,029	\$84,307	\$87,586	\$88,887	\$90,188
14	\$66,420	\$77,561	\$79,481	\$83,553	\$86,831	\$90,110	\$91,411	\$92,711

15	\$68,882	\$80,972	\$83,356	\$87,432	\$90,940	\$93,985	\$95,492	\$96,723
16	\$71,344	\$84,383	\$87,231	\$90,906	\$94,414	\$97,487	\$98,907	\$99,999
17	\$74,307	\$87,907	\$91,880	\$95,191	\$98,528	\$101,864	\$103,189	\$104,513

13.12 For the 2018-2019 school year, all Bargaining Unit members who were employed in compensable status for at least one-half (1/2) the number of days in the 2017-2018 school work year shall move a step on the 2018-2019 salary schedule incorporated herein.

**Salary Schedule
2018-2019**

Steps	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$49,000	\$51,196	\$55,099	\$58,352	\$61,630	\$64,909	\$66,210	\$67,510
2	\$50,197	\$52,687	\$56,589	\$59,841	\$63,120	\$66,398	\$67,699	\$69,001
3	\$51,528	\$54,572	\$58,475	\$61,728	\$65,006	\$68,285	\$69,586	\$70,886
4	\$52,859	\$56,459	\$60,362	\$63,615	\$66,893	\$70,171	\$71,472	\$72,773
5	\$54,190	\$58,345	\$62,249	\$65,500	\$68,779	\$72,057	\$73,358	\$74,659
6	\$55,521	\$60,232	\$64,135	\$67,387	\$70,666	\$73,944	\$75,245	\$76,546
7	\$56,852	\$62,119	\$66,021	\$69,273	\$72,551	\$75,830	\$77,131	\$78,433
8	\$58,183	\$64,004	\$67,907	\$71,160	\$74,438	\$77,717	\$79,017	\$80,318
9	\$59,514	\$65,891	\$69,794	\$73,047	\$76,325	\$79,602	\$80,904	\$82,205
10	\$60,895	\$67,777	\$71,681	\$74,932	\$78,211	\$81,489	\$82,790	\$84,091
11	\$62,326	\$69,664	\$73,681	\$76,819	\$80,098	\$83,376	\$84,677	\$85,978
12	\$63,758	\$71,550	\$75,681	\$78,705	\$81,983	\$85,262	\$86,563	\$87,864
13	\$65,188	\$74,350	\$77,681	\$81,229	\$84,507	\$87,786	\$89,087	\$90,388
14	\$66,620	\$77,761	\$79,681	\$83,753	\$87,031	\$90,310	\$91,611	\$92,911
15	\$69,082	\$81,172	\$83,556	\$87,632	\$91,140	\$94,185	\$95,692	\$96,923
16	\$71,544	\$84,583	\$87,431	\$91,106	\$94,614	\$97,687	\$99,107	\$100,199
17	\$74,507	\$88,107	\$92,080	\$95,391	\$98,728	\$102,064	\$103,389	\$104,713

13.13 If a Bargaining Unit Member receives an Unsatisfactory rating in his/her year-end evaluation by the District, his/her compensation, including any bonus payments, will remain unchanged for the following school year.

13.14 Upon ratification of this Agreement, track changes on the salary schedule shall be administered under the following conditions:

13.14.1 In order for track changes (column movement) to be paid in the 2016-2017 school year, at least two (2) Bargaining Unit retirements must be Board-

approved and effective between July 1, 2015 and August 1, 2016. Any retirements in excess of two (2) shall be rolled over and count towards the total retirements in the 2017-2018 and 2018-2019 school year.

13.14.2 In order for track changes (column movement) to be paid in the 2017-2018 school year, at least four (4) Bargaining Unit retirements must have been Board-approved and effective between July 1, 2015 and August 1, 2017. Any retirements in excess of two (2) shall be rolled over and count towards the total retirements in the 2018-2019 school year.

13.14.3 In order for track changes to be paid in the 2018-2019 school year, at least five (5) Bargaining Unit retirements must be Board Approved and effective between July 1st 2015, and August 1st 2018.

13.15 Any Bargaining Unit Member taking an unpaid leave of absence shall be entitled to his/her annual increment, if applicable, provided the Bargaining Unit Member has been in compensable status for at least one-half (1/2) of the number of days in the school work year, as defined in Article 12.2 (Work Year).

ARTICLE 14

COACHING SALARIES

- 14.1.** Any individual affected by this schedule or employed pursuant thereto shall serve in such capacity for one (1) year. If the incumbent coach receives a positive recommendation from the Superintendent or designee, the District determines that the position is still needed, and the incumbent coach indicates interest, then the incumbent coach will receive a one (1) year renewal, subject to Board approval. The need to reapply will be re-examined after each season by the Superintendent or his/her designee. No such individual shall acquire tenure or any other form of seniority as a result of such appointment.
- 14.2.** Coaches will be paid one-half ($\frac{1}{2}$) their salary at the middle of the season and the remaining one-half ($\frac{1}{2}$) at the end of the season as directed by the Director of Athletics and Activities. Salaries will be determined by the Salary matrix provided within this Agreement as Exhibit A. Initial placement on the salary scale will be at the sole discretion of the Superintendent or his/her designee and approved by the Board.
- 14.3.** If a coaching season is extended by post-season play, the coach or coaches will be paid on a pro-rata daily per the salary schedule herein (Exhibit A) for each day of the extended season beyond the published end of season game schedule as published/determined by the PIAA.
- 14.4.** When the Board needs to fill a vacancy in a coaching position, the District will advertise such position within the bargaining unit and elsewhere. Bargaining Unit members of equal qualifications and experience to other candidates who apply for a coaching position will be granted an interview. Bargaining Unit members shall be given preference over non bargaining unit members when applying for vacant coaching positions if the District determines the qualifications of potential candidates for a particular coaching position are equal. The District shall possess the sole and exclusive right to assess the qualifications of candidates for any coaching position for purposes of this paragraph.
- 14.5.** Based on recommendation by the Athletic and Activities Director, approval by the Superintendent or designee, and the Board of Directors, the coaching staff of each athletic program can be expanded or contracted based on Board approved criteria.

- 14.6.** All current coaches will retain their current salary until they reach the appropriate number of years with a higher salary scale at which point they will assume the new salary schedule as outlined in Exhibit A of this Agreement. Any coaches who return after a leave of absences will be given credit for any years of experience already obtained and placed accordingly in Exhibit A.

ARTICLE 15

EXTRA PAY FOR EXTRA DUTY SALARIES

- 15.1.** Any individual affected by this schedule or employed pursuant thereto shall serve in such capacity for one (1) year periods. If the incumbent receives a positive recommendation from the Superintendent or designee, the District determines that the position is still needed, and the incumbent indicates interest, then the incumbent will receive a one (1) year renewal, subject to Board approval. The need to reapply will be re-examined after each year by the Superintendent or his/her designee. No such individual shall acquire tenure or any other form of seniority as a result of such appointment.
- 15.2.** Employees whose activity is for the entire year shall be paid one-half ($\frac{1}{2}$) of their extra pay for extra duty salary in January and the remaining one-half ($\frac{1}{2}$) at the end of the school year in June.
- 15.2.1.** All instructional and hourly positions will complete time sheets within a three month time period, from the end of the activity. Continuous activities that have no end will be submitted by the end of the school year.
- 15.3.** The extra pay for extra duty salaries are set forth in Exhibit "B" to this Agreement.
- 15.4.** Based on recommendation by the Athletic and Activities Director, approval by the Superintendent or designee, and the Board of Directors, the extra duty staff can be expanded or contracted based on Board approved criteria.
- 15.5.** Activities, Arts, Clubs and Music Extra Duty Positions: The following guidelines are set forth for High School, Middle School and Elementary:
- 15.5.1.** All activities, arts events, clubs and music programs will be approved by each respective building administrator and Superintendent or his/her designee. The

Superintendent or his/her designee will keep an accounting of the total number of active events in each building within the district. The Superintendent or his/her designee will maintain a complete listing of rosters and meeting minutes or agendas as needed for each activity.

- 15.5.2.** Activities and clubs compensation: Activities and clubs will be paid based on a tiered system where activity and club sponsors will be compensated according to Exhibit B. Decision of placement on each tier will be made each year by the Superintendent or his/her designee. Before a club is placed on a tier there will be a one year probationary period where the club advisor will be paid a flat rate of a tier three club. The decision to establish a club or activity for the following tier will be with the Superintendent or his/her designee.

Tiers for activities and clubs at the Secondary and Elementary levels will be outlined as follows:

- Tier One Clubs must meet a minimum of thirty-five (35) hours per year with students outside of the school day and include the following criteria:
- Includes over twenty-five (25) student members and
- Represents a chapter of a national organization

OR

- Involved in Interscholastic Competitions or service projects at least twice a year.

Tier Two Clubs must meet between twenty (20) to thirty-four (34) hours per year with students outside the school day and include the following criteria:

- Involved in Interscholastic Competitions or service projects at least once a year and
- Is academic in nature and
- Includes at least ten (10) student members

Tier Three Clubs must meet a minimum of nine (9) hours per year with students outside the school day and include the following criteria:

- Is academic or recreational in nature and
- Includes a minimum of five (5) student members and
- Is responsible for Service Projects at least once a year.

15.6 Special Events: When the number of hours expected by individuals filling extra duty positions exceed those hours that are regularly expected as duties, then the individual will receive a one-time special event pay of \$250.00 per event when the following conditions are met:

- Activity falls outside of the school day
- Includes a total of six (6) plus hours of extra preparation time and attendance at such event.
- Activities may include but are not limited to Art Shows, homecoming, graduation events and Special Theatrical productions outside of fall play and musicals.

15.7 When the Board needs to fill a vacancy in an extra duty position the District will advertise such position within the bargaining unit and elsewhere. Preference will be given to an applicant within the bargaining unit, provided that such applicant is the most qualified.

15.8 All individuals filling extra duty positions will remain at their current salary until they reach the appropriate number of years to move to a column with a higher salary, at which point they will assume the new salary schedule as outlined by this current agreement.

ARTICLE 16

SEVERANCE PAY, RETIREMENT AND INSURANCE PRIVILEGE

16.1. Retirement Privilege:

The District shall make a one-time contribution in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) to the 403(b) or 457 accounts of any Bargaining Unit Members who have at least thirty (30) years of credited service in the Pennsylvania School Employees Retirement System (“PSERS”) and twenty-five (25) years of service in the District who retire from the District and the Public School Employees Retirement System.

16.1.1 Retiring and retired Bargaining Unit Members will be eligible to purchase at one hundred and two per cent (102%) of full cost identical benefit selection options as granted to active Bargaining Unit Members under Articles 19.1, 19.2, 19.3, 19.4 and 19.5, and all applicable subsections so long as they satisfy the applicable eligibility provisions of Section 513(b.1) of the public School Code and/or the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

16.1.2 Early Notification

Bargaining Unit Members who notify the District in writing by March 1st of the school year in which they plan to retire (or three months before their retirement date, if they do not plan to work a full school year) of their intention to retire will receive a One Thousand Dollar (\$1,000) one-time bonus payment at the time of their actual retirement (i.e., after the last work day). If notification is provided by February 1st (or four months before their retirement date if they do not plan to work a full school year), a Two Thousand Dollar (\$2,000) one-time bonus payment will be paid.

16.2. Severance Pay:

One Hundred Ten Dollars (\$110.00) per year of service of Bargaining Unit Members with ten (10) or more years of service to the District will be paid to a Bargaining Unit Member or named beneficiary upon death or retirement under any of the provisions of the

Pennsylvania Retirement Code. Sick days accumulated beginning July 1, 2002 will be reimbursed upon retirement at Fifty Dollars (\$50.00) per day.

16.3. Insurance Privilege:

Bargaining Unit Members retiring after twenty-five (25) years of service with the District shall have the option of enrolling at their own expense in the District hospitalization insurance program. Retired Bargaining Unit Members may be in the program until they become eligible for Medicare or until they secure other employment where comparable insurance is provided. Retirees may also elect to exercise such options as may be available to them under applicable federal or state laws such as "COBRA" or Act 43 of 1989 (Section 513 of the School Code, if applicable).

16.3.1 Retiring and retired Bargaining Unit Members will be eligible to receive identical benefit selection options as granted to active Bargaining Unit Members under Articles 19.1, 19.2, 19.3, 19.4 and 19.5, and all applicable subsections, in accordance with the provisions of COBRA.

16.4. Survivors:

Survivors of current, retiring or retired Bargaining Unit Members shall be eligible to receive identical benefit selection options as granted to active Bargaining Unit Members under Articles 19.1, 19.2, 19.3, 19.4 and 19.5, and all applicable subsections, in accordance with the provisions of COBRA.

ARTICLE 17

STATE RETIREMENT FUND FOR BARGAINING UNIT MEMBERS

17.1. Retirement benefits shall be as provided for in the Public School Employees' Retirement Act of 1917, as amended.

ARTICLE 18

PART-TIME PROFESSIONAL EMPLOYEES AND LONG-TERM SUBSTITUTES

18.1. Part-Time Bargaining Unit Members

18.1.1. A part-time Bargaining Unit Member shall be defined as any Bargaining Unit Member whose workday is less than a full workday as defined in Article 12.

18.1.2. Part-time Bargaining Unit Members shall be compensated in both salary and benefits provided by this Agreement at a rate equivalent to their percentage of the regular professional workday as defined by Article 12. For benefit coverage purposes, full-time Bargaining Unit Members shall be defined as seven-tenths F.T.E. (full-time equivalent) or above.

18.1.3. Part-time Bargaining Unit Members shall move on the salary schedule and earn a prorated amount of the value of a step (i.e., dollar value of step increase is prorated but not step itself) to the same extent, if any, as full-time Bargaining Unit Members.

18.1.4. Additionally, part-time Bargaining Unit Members shall receive salary increases at the same percentage as full-time Bargaining Unit Members.

18.1.5. A full-time Bargaining Unit Member who is reduced to a part-time schedule shall continue to receive all benefits of a full-time Bargaining Unit Member.

18.2. Long-Term Substitutes

18.2.1. A Long-Term Substitute (“LTS”) shall be defined as an individual who is employed to substitute for the same full-time Bargaining Unit Member for at least forty-five (45) consecutive workdays. For assignments of forty-five (45) days of duration or less, the substitute shall be paid \$95.00 per day. For assignments between forty six (46) and ninety (90) days duration, the LTS shall be paid \$150.00 per day. For assignments of ninety one (91) or more days, the LTS shall be paid \$180.00 per day.

- 18.2.2.** LTS Bargaining Unit Members who have been approved by the Board before their assignment begins shall, if applicable, be paid the appropriate higher daily rate immediately, if the initial assignment is for more than forty-five (45) consecutive workdays or more than ninety (90) consecutive workdays.
- 18.2.3.** The daily rate of a per diem substitute who assumes a position because of an unplanned, day-to-day absence of a regular Bargaining Unit Member, and exceeds the original anticipated duration, shall not be adjusted retroactively to the first day of the assignment after completing forty-five (45) consecutive workdays or ninety (90) consecutive workdays, but shall be paid the higher rates, as applicable, if the assignment is extended beyond forty-five (45) or ninety (90) days. Per diem substitutes shall be responsible for notifying the Payroll Office when they have completed forty-five (45) or ninety (90) consecutive days. Failure to notify the Payroll Office shall not result in any loss of earnings.
- 18.2.4.** An LTS hired to work a full school year shall be paid on the first step of the Bachelor's track of the salary schedule if holding a Bachelor's degree, or on the first step of the Master's track of the salary schedule if holding a Master's degree or higher degree. An LTS initially hired to work a full school year shall be eligible for single medical and prescription coverage for the duration of the assignment and shall be entitled to one (1) sick day for each month served as an LTS.

ARTICLE 19

19.1. Hospitalization and Major Medical, Dental, Prescription and Vision Benefits: Base Plans:

The District shall provide hospitalization and major medical, dental, prescription and vision insurance benefits to full-time Bargaining Unit Members and their eligible dependents as set forth in this Article.

The base medical plan shall be the Qualified High Deductible Health Plan (QHDHP) HD-1 HC-1 with Integrated Drug plan for hospitalization, major medical insurance and prescription coverage. The QHDHP HD-1 HC-1 shall have an annual deductible consisting of \$1,500 for individual coverage and \$3,000 for family coverage in network; and \$5,000 for individual coverage, and \$10,000 for family coverage out of network. Said annual deductibles shall be adjusted as needed to ensure they satisfy the minimum requirements under federal law to continue to qualify as a QHDHP HD-1 HC-1 at the individual and family coverage levels. Each participating Bargaining Unit Member shall contribute six percent (6%) in 2016-2017, six percent (6%) in 2017-2018 and seven percent (7%) in 2018-2019 of the total cost for all health insurance premiums through payroll deduction. Health insurance premiums shall include medical with integrated drug, dental and vision. The District shall pay the remainder of the costs for such plans for Bargaining Unit Members and eligible dependents for the Base Plans. The Base Plans shall include QHDHP HD-1 HC-1 with integrated drug, a Group Dental Plan and Vision Benefits, as set forth below.

To offset the cost of the annual deductibles of the QHDHP HD-1 HC-1, the District agrees to open and assist in funding a Health Savings Account (“HSA”) for each eligible employee or family group electing coverage under the QHDHP HD-1 HC-1. The contributions that the District will make to this HAS are as follows:

	<u>Individual</u>	<u>Family</u>
2016-2017	\$1,225	\$2,450
2017-2018	\$750	\$1,500
2018-2019	\$150	\$300

Contributions to the HSA will be made prior to July 1 of each year. These contributions will be prorated based on number of months served, and will equally be prorated when life events are reported that change employees’ coverage between individual and family.

In the event of an active Employee’s death, his/her eligible dependents, as set forth herein, shall continue to be covered by the present coverage for the remainder of the month of the Employee’s death.

If the District increases the annual deductible amounts for the QHDHP HD-1 HC-1 as specified above, the District shall increase the amount of its employer HSA contribution by an amount equal to the increase in the annual deductible for the elected level of coverage. Individuals can voluntarily contribute up to a maximum tax deferred amount allowable under the law into their individual HSA account.

If the District is required to pay the “Excise Tax” under the Patient Protection Affordable Care Act for medical benefits provided to employees under this section, the District and Association shall immediately commence negotiations to make medical benefit plan changes to eliminate the District’s exposure to said tax. If those negotiations do not result in any agreement within 60 days, the District shall supply the Association with a list of all comparable Independent Blue Cross deductible medical benefit plans that do not trigger the Cadillac Tax, including equivalent plans if available, for the Association to select from in order to replace the existing medical benefit plan that triggers the Excise Tax. The Association shall then decide within 30 days the new medical benefit plan from the District’s list of options. If the Association fails to select a new medical plan within the 30 day period, the District shall select the plan from that District’s same list of options.

19.1.1. Dental Benefits: Base Plan

The District shall provide Dental Benefits comparable to the School Claims Service Plan. (See Exhibit “D.”) The total benefits paid for all charges incurred by any individual during any twelve (12) month period (except those incurred in connection with Type D services) shall not exceed a maximum of One Thousand Two Hundred Dollars (\$1,200.00). The total of benefits paid under the policy for all charges incurred by any individual in connection with Type D dental services shall not exceed a lifetime maximum of One Thousand Two Hundred Dollars (\$1,200.00). Dental benefits shall be based upon reasonable and customary charges for such services.

19.1.2. Vision Benefits: Base Plan

The District shall provide Vision Benefits (Exhibit “E”) comparable to the School Claims Service Plan, with coverage for necessary vision care only.

19.2. Term Life Insurance: Base Plan

The District shall provide term life insurance coverage (Exhibit “H”) for full-time employees in the following amounts:

First five (5) years in the District - Forty Thousand Dollars (\$40,000.00)

Over five (5) years in the District - Forty-five Thousand Dollars (\$45,000.00)

19.3 Accidental Death and Dismemberment Insurance:

The District shall provide Accidental Death and Dismemberment insurance (See Exhibit “H”) for full-time employees in the following amounts:

Loss of Life: Principal amount same as amount of term life insurance.

Loss of hand, or foot, or sight of eye: One-half (1/2) of the principal amount.

More than one (1) of the above losses: Principal amount.

If the loss of life while fare-paying passenger in common carrier, then total accidental death and dismemberment payment shall be two (2) times the principal amount.

19.4 Disability Income Protection

19.4.1 The District shall provide disability income protection insurance for full-time Bargaining Unit Members of sixty-seven percent (67%) of basic weekly earnings to a maximum of Six Hundred Dollars (\$600.00) per week with a thirty-nine (39) week limitation. (See Exhibit “G.”)

19.4.2 The benefit will begin after thirty (30) calendar days. After thirty (30) calendar days the Bargaining Unit Member may choose between sick days and indemnity but may not use both concurrently.

19.5 Workers' Compensation - Posting of Physicians

The District may revise the posted panel of healthcare providers at its sole discretion. Bargaining Unit Members shall be required to treat with the posted panel of healthcare providers for the maximum time allowed under the Workers' Compensation Act.

19.6 Cost Containment:

For the purpose of assisting the District in containing the costs of providing hospitalization and major medical, dental, prescription and vision benefits to its employees and limiting the future increases in these costs, all Bargaining Unit Members who voluntarily discontinue medical benefits (hospitalization and major medical, dental, prescription and vision) at the start of any school year or upon eligibility for benefits, shall receive a cash payment, as set forth below. This payment sunsets for spouses of District employees when both are employed by the District on June 30, 2017. The employee must opt out of the QHDHP HD-1 HC-1 Plan, and not be a spouse or dependent of any employee of the District that currently receives health insurance through the District.

Participating Bargaining Unit Members who voluntarily discontinue all medical benefits (hospitalization and major medical, dental, prescription and vision) shall receive a cash payment in the amount of Four Thousand Dollars (\$4,000.00). This cash payment shall be paid to Bargaining Unit Members in a lump sum, on the first pay in December. This election shall be made annually. This cash payment is not considered as part of the Bargaining Unit Member's base salary and will not be reported to the Public School Employees Retirement System (PSERS) for the purpose of retirement.

A Bargaining Unit Member may re-enroll within one (1) calendar year provided there has been a qualifying event (examples, reduction in hours, retirement, voluntary resignation, strike, walkout, layoff, divorce, legal separation, death of covered employee, other employment termination not related to gross misconduct, or other event in conjunction with COBRA law) and the carrier will allow such reenrollment, and further providing the employee returns the cash payment to the District on a prorated basis.

The annual deadline for Bargaining Unit Members to renew cost containment claims under Section 19.7 shall be June 1. The District shall provide written notification to Bargaining

Unit Members of the renewal period. Bargaining Unit Members who do not submit their cost containment claim forms by June 1 of each year will not be eligible to receive the cash payment for the following school year.

19.7 Spousal Cost Containment

For the purpose of assisting the District in containing the costs of providing hospitalization and major medical, dental, prescription and vision benefits to individuals who are not employed by the District, and limiting the future increases in these costs, all eligible married Bargaining Unit Members who voluntarily discontinue all spousal medical benefits (hospitalization and major medical, dental, prescription and vision) at the start of any school year or upon eligibility for benefits, shall receive a cash payment in the amount of Two Thousand Dollars (\$2,000.00). In the situation wherein an employee and spouse are both employed by the District, those employees will be ineligible for payment under this clause. This cash payment shall be paid to the Bargaining Unit Member in a lump sum, on the first pay in December. This election shall be made annually. In the event of a permitted election change (or change in status) as provided in Internal Revenue Code Section 125 or applicable regulations, including but not limited to the employee's spouse obtaining alternative health insurance coverage, a Bargaining Unit Member may discontinue all spousal medical benefits upon presentation of satisfactory documentation of the spouse's alternative health insurance coverage. In such a case, the Bargaining Unit Member shall receive a prorated cash payment reflecting that portion of the plan year during which the Bargaining Unit Member's spouse was not covered by District medical benefits. This cash payment is not considered as part of the Bargaining Unit Member's base salary and will not be reported to the Public School Employees Retirement System (PSERS) for the purpose of retirement.

A Bargaining Unit Member may re-enroll his or her spouse before the next annual election, provided there has been a qualifying event (examples, reduction in hours, retirement, voluntary resignation, strike, walkout, layoff, divorce, legal separation, death of covered employee, other employment termination not related to gross misconduct, or other event in conjunction with COBRA law or other loss of coverage) and that the carrier allows such

reenrollment, and further providing the Bargaining Unit Member returns the cash payment to the District on a prorated basis.

- 19.8** All insurance benefits provided by the District may be provided through insurance carriers or through self-insured programs, and are subject to the rules and regulations of the insurance carriers' plan.

ARTICLE 20

TAX SHELTERED ANNUITY

- 20.1.** The Board agrees to continue to make payroll deductions for the Tax Sheltered Annuity programs of the Bargaining Unit Members. All Tax Sheltered Annuity programs shall comply with all the rules and regulations of the Internal Revenue Code. The Board shall provide a minimum of five providers.

ARTICLE 21

PROTECTION OF BARGAINING UNIT MEMBERS

- 21.1.** A Bargaining Unit Member who is unavailable to work because of injuries sustained as a result of an assault on the Bargaining Unit Member incurred in the normal course of his/her duties shall receive a paid leave of absence for the duration of the incapacitation so caused, unless the Bargaining Unit Member is judged guilty of provocation by a court of law or by the School Board of Directors, after a due process hearing is conducted by the Board.
- 21.2.** The amount to be paid a Bargaining Unit Member under this provision shall be his/her normal salary. The Bargaining Unit Member shall turn over to the District any insurance reimbursement expense including Workers' Compensation, which he/she may be eligible to receive. In addition, the Bargaining Unit Member shall be reimbursed for the cost of medical, surgical or hospital services not compensated for by any insurance coverage of either the Bargaining Unit Member or a third party.

- 21.3.** The Board shall be subrogated to the extent of all sums paid under the provisions of this Article and particular notice of such subrogation shall not be necessary.
- 21.4.** The duration of the leave of absence shall be initially determined by the Board, as well as any and all extensions thereof, and in coming to the proper determination of the duration the Board may request whatever medical records it deems necessary, which the Bargaining Unit Member hereby agrees to supply.

ARTICLE 22

REIMBURSEMENT FOR COLLEGE CREDITS

- 22.1.** Bargaining Unit Members shall be reimbursed for tuition expenses at the rate not to exceed one hundred percent (100%) of the Pennsylvania State University Great Valley rate for each credit hour upon the completion of courses approved by the Superintendent or designee (Central Administration) except for tuition expenses related to coursework beyond the Master's Level, which shall be reimbursed by the District at the rate of seventy-five percent (75%). Bargaining Unit Members with a Master's Equivalency hired on or after July 1, 2010 shall no longer be reimbursed; however, Bargaining Unit Members hired prior to July 1, 2010 shall be grandfathered for purposes of reimbursement under this Section. The annual subsidy for the Bargaining Unit shall not exceed \$230,000.00 (Two Hundred Thirty Thousand Dollars) and shall cover the period from September 1 to the following August 31.

The District shall reimburse Bargaining Unit Members on any track for tuition expenses for the first six (6) credits taken to satisfy Act 48 requirements during the duration of the contract at the rate of one hundred percent (100%) of courses approved by the Superintendent or designee. If the Bargaining Unit Member takes more than 6 credits and has not reached the individual maximum listed in Article 22.2, then they shall continue to be reimbursed at the 75% rate, up to the individual maximum.

- 22.2.** The maximum annual subsidy per Bargaining Unit Member shall be Four Thousand Dollars (\$4,000.00) per individual per school year. It is understood that no reimbursement shall be provided for payments that are otherwise subsidized.

22.3. The following credit reimbursement guidelines shall be established to clarify and provide consistency in the administration of this Article.

Courses eligible for reimbursement must:

- Be in the field of service to the District or related areas of education.
- Be a graduate level course and the course be accepted as an elective or core class to a graduate or doctoral program at the college or university where the course is offered.
- Graduate courses must be pre-approved by the Superintendent or his/her designee.
- Be a part of a licensing or certification program that benefits the District/
- Courses from third party providers will not be accepted for course reimbursement without pre-approval from the Superintendent or designee.
- Individual members will have the opportunity to meet and discuss, with the Superintendent or designee, exceptions to approve coursework for reimbursement for courses that do not meet the requirements or when the school cancels a class for which the member has already been pre-approved and the member needs to enroll in a replacement course for that term, when there is a case that such coursework is of value to the District. These exceptions must be granted prior to the beginning of said coursework.
- The District reserves the sole right to determine qualifying institutions and related areas of education.

22.4. The District agrees to provide a sixty (60) day notice if any of the eligibility guidelines outlined in 22.3 above or other aspects of course reimbursement are changed during the term of this collective bargaining agreement.

22.5. Courses taken for reimbursement must be in the field of service to the District or related areas of education. On-line courses towards Master's degrees must be from accredited colleges or universities and must first be approved by the Superintendent or designee.

Once a Master's degree is obtained, up to fifty percent (50%) of the credits earned beyond a Master's degree may be on-line courses for horizontal credit (track change). Hybrid courses shall not be considered "on-line" for the purposes of this Section so long as at least fifty percent (50%) of the course requires physical attendance at a class. The District reserves the sole right to determine qualifying institutions and related areas of education.

22.6. Courses from non-accredited Universities and in-service credits shall not be considered for credit reimbursement.

22.7. Reimbursement shall be made for credits only when the Bargaining Unit Member obtains a "B" grade or better. Courses designated as Pass/Fail will not be considered for reimbursement.

22.8. A Bargaining Unit Member shall have a valid teaching certificate and must have been employed by the District for at least one (1) full school year in order to be eligible to apply for reimbursement. Bargaining Unit Members completing their first full year of employment with the District may apply for reimbursement for "summer session" courses which begin after or near the completion of the Bargaining Unit Member's first full school year.

22.9.

Commencing with courses reimbursed in the 2016-2017 school year and thereafter, Bargaining Unit Members shall agree to stay two (2) calendar years after completion of the reimbursement course. A Bargaining Unit Member who leaves the District will be required to re-pay one-hundred percent (100%) of any courses reimbursed to him/her for up to a period of one (1) year prior to departure, and fifty percent (50%) of any courses reimbursed between one (1) to two (2) years prior to departure.

Members who received course reimbursement in the 2015-2016 school year will need to continue employment until the last teacher work day of the 2016-2017 school year. If a Bargaining Unit Member leaves the District prior to this one (1) year commitment, the member will be required to re-pay one-hundred percent (100%) of any courses reimbursed to him/her for up to a period of one (1) year prior to departure.

Notwithstanding the foregoing, a Bargaining Unit Member who leaves employment with the District before completing the service requirements set forth above shall pay back the District for reimbursement received as outlined in this section.

- 22.10.** Reimbursement can be made in any month. It is the Bargaining Unit Member's responsibility to turn in all paperwork by the 15th of the month so as to be paid after the Board meeting the following month. In the event a grade report is submitted with the voucher, an official transcript must be presented to the Superintendent's office before the school board meeting. If the Bargaining Unit Member fails to submit the paperwork for reimbursement within twelve (12) months of completion of course, the Bargaining Unit Member forfeits the reimbursement for that course. In the case that the annual pool of \$230,000 per year is exhausted in a given fiscal year, employees will be placed on a waiting list for tuition reimbursement in the following fiscal year when new funds become available.
- 22.11.** Courses for reimbursement must have the approval of the Superintendent or designee prior to the day the course commences.
- 22.12.** The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions (not including the Board's in-service training, sessions) or other such sessions which a Bargaining Unit Member is required by the Administration to take.

ARTICLE 23

GRIEVANCES

- 23.1.** For the purpose of this Agreement, the term "grievance" means any dispute between the Board and any Bargaining Unit Member(s) and/or the Association concerning the interpretation or application of any provisions of this Agreement, unless specifically provided that said provision is not subject to this Article, or arising out of the discriminatory or arbitrary implementation of Board policy as it affects an individual in regards to his/her wages, hours and terms and conditions of employment.

23.2. Grievances shall in all cases be presented in writing on forms provided jointly for this purpose and shall be signed by the Board or Association representative presenting the grievance. If the grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Board representative and the Association representative reaching the adjustment.

23.3. No matter shall be considered the subject of a grievance unless taken up within fifteen (15) working days after initial occurrence or fifteen (15) working days after the date on which the aggrieved could have reasonably known of its occurrence. Any grievance not processed to the next step of the grievance procedure by the Association within the specified time limit shall be deemed to be settled on the basis of the last Board decision. If the Board fails to render its decision or to conduct the meeting within the limits specified herein, the grievance may be automatically processed to the next following step or steps of the grievance procedure. The time limits specified herein may be extended by mutual agreement of the parties in writing.

23.4. It is mutually understood and agreed that all grievances, whether of the Board, the Association, or of any Bargaining Unit Member, shall be dealt with as provided for in this Section:

Step 1. Bargaining Unit Members may register grievances with the Association, which shall present such grievances to the principal of the school involved within the time limit set forth in Paragraph 23.3 above. The principal and Human Resources Director shall meet with the Association representative(s) and the grievant in an attempt to resolve the grievance. The principal shall provide a written decision to the Association and the grievant no later than ten (10) working days from the date of the initial submission of the grievance at Step 1.

Step 2. If Step 1 is not resolved to the satisfaction of the Association, the Association shall submit the grievance to the Superintendent or designee within ten (10) working days from receipt of the Step 1 decision. The Superintendent or designee shall meet with the Association representative(s) and the grievant in an attempt to resolve the grievance. The Superintendent or designee shall

provide a written decision to the Association and the grievant no later than ten (10) working days from the date of the submission of the grievance at Step 2.

Step 3. If Step 2 is not resolved to the satisfaction of the Association, it shall be submitted by the Association to the Board of School Directors within ten (10) working days from receipt of the Step 2 decision. The Board of School Directors or a committee thereof shall meet with the Association representative(s) and the grievant in an attempt to resolve the grievance. The Board of School Directors shall provide a written decision to the Association and the grievant no later than ten (10) working days from the date of submission of the grievance at Step 3.

The grievant may be present at this meeting at his/her option.

In the event of a class action grievance, the Association shall represent the group.

Step 4. In the event the grievance is not adjusted to the satisfaction of the Association, the Association may file for arbitration with the Pennsylvania Bureau of Mediation within thirty (30) working days following the Board's decision. If the Association fails to file for arbitration within the time limit specified, the grievance shall be deemed abandoned.

23.5. For the purpose of this Article, a “working day,” during the regular school term, shall be defined as a regular teaching day.

23.6. A “working day” during the summer recess shall be defined as a regular business day.

23.7. Those grievances filed by the Board shall automatically be escalated to the fourth step, upon written notice to the opposite party.

23.8. The fees and expenses of the Arbitrator shall be borne equally by both parties. The total cost of the stenographic record shall be paid for by the party ordering the same or shall be prorated equally among all parties ordering copies.

All other expenses of the arbitration, including the cost of any proofs produced at the direct request of the Arbitrator, shall be borne equally by both parties. Witnesses shall be at the cost and expense of the party desiring to present them. The cost of filing for arbitration shall be borne equally by both parties.

- 23.9.** Bargaining Unit Member and Association - Any aggrieved person shall be represented at all stages of the grievance procedure by an Association representative.
- 23.10.** If a single act or a single incidence of failure to act by the Board or its representatives affects a group of Bargaining Unit Members in the identical or same way, the Association may submit a single grievance encompassing all those included, and such grievance shall be commenced at Step Two. The Association may process such a grievance through all levels of the grievance procedure.
- 23.11.** The Employer shall not discriminate or recriminate against any Employee for involvement in the grievance process.
- 23.12.** The Grievance forms are attached as Exhibit "K."

ARTICLE 24

MEET AND DISCUSS

- 24.1.** The Board agrees upon request to meet at reasonable times and discuss recommendations submitted by the Association on policy matters affecting wages, hours and terms and conditions of employment, provided however, that any decisions or determinations on such matters shall be solely that of the Board, whose decisions or determinations are not grievable under Article 23 of this Agreement.
- 24.2.** In the event that any policy is adopted by the Board prior to an opportunity having been afforded to the Association to meet and discuss concerning the same under this Article, then such policy shall not be implemented until the provisions of this Article have been complied with.
- 24.3.** In order to comply with any of the provisions of this Article, the Board may designate a representative or representatives to attend such meetings on its behalf.

- 24.4.** This Article shall not be construed so as to derogate from the right or limit the obligations of the parties regarding collective bargaining as provided for in Act 195 or Act 88, either at the expiration of the term of this Agreement or at the time of any reopener provided for in this Agreement.

ARTICLE 25

LEADERSHIP MEETINGS

- 25.1.** The Superintendent or designee shall meet on a monthly basis with the Association President (or Co-Presidents) to proactively and informally discuss issues of mutual interest or concern.
- 25.2.** The provisions of this Article shall not preclude the establishment of other committees, nor in any way or manner limit or derogate the function and purpose of the Grievance/Arbitration procedure established pursuant to this Agreement, or of the management functions of the Board provided for in Article 8 of this Agreement and as established under the laws of the Commonwealth of Pennsylvania

ARTICLE 26

SICK LEAVE

- 26.1.** Sick leave shall be granted to Bargaining Unit Members in conformity with the Pennsylvania Public School Code of 1949, as amended, and each Bargaining Unit Member will be credited with ten (10) days at the beginning of each school year. Each Bargaining Unit Member shall be provided a written accounting of all credited sick leave days.

ARTICLE 27

BEREAVEMENT TIME

- 27.1.** Bargaining Unit Members may be absent from duty because of death in the immediate family without loss of pay for five (5) school days and in the case of a near relative for

one (1) school day. These days need not be consecutive but must be used within thirty (30) calendar days of the date of death and may not exceed two (2) increments.

- 27.2.** Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law, grandchild, or near relative who resides in the same household, or any person who, at the time of their death or immediately preceding their death lived, with the Bargaining Unit Member.
- 27.3.** A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandfather-in-law and grandmother-in-law.
- 27.4.** The Board may extend either of the above two periods at its discretion, as the exigencies of the case may warrant.

ARTICLE 28

CHILDREARING LEAVE

- 28.1.** For the birth of a child, Childrearing Leave shall commence upon the termination of disability leave due to pregnancy and childbirth or upon exhaustion of any available paid time off following the birth of a child, at the option of the Bargaining Unit Member. For an adoptive parent, Childrearing Leave shall commence on the date the child is placed in the adoptive parent's custody. Adoptive parents shall submit a written request to the District upon approval by the adoption agency of the adoption papers.
- 28.2.** Maximum length for leave is one (1) calendar year from the date of commencement of Childrearing Leave. Following the completion of a Childrearing Leave, Bargaining Unit Members shall return to work on the first workday of the school year or the first workday of a marking period, as established by the official Board calendar as of July 1 of that school year. The Board may extend the leave for an additional year at its sole discretion as circumstances of the case may warrant.
- 28.3.** Any Bargaining Unit Member taking a leave of absence pursuant to this Article shall be entitled to his/her annual increment for any year, if applicable, provided the Bargaining

Unit Member has worked at least one-half (1/2) of the number of days in the school work year, as defined in Article 12.2.

- 28.4. Bargaining Unit Members on Childrearing Leave shall maintain their insurance benefits in accordance with the Family and Medical Leave Act of 1993, P.L. 103-3 (FMLA). Bargaining Unit Members who remain on Childrearing Leave for a period of time in excess of that set forth in the FMLA may continue their insurance benefits at their own expense.
- 28.5. Past service and benefits earned prior to the beginning of Childrearing Leave shall be restored to the Bargaining Unit Member upon return to duty after the leave.
- 28.6. Bargaining Unit Members shall give sixty (60) days written notice to the Superintendent before returning to their professional duties.
- 28.7. Upon his/her return from leave, the Bargaining Unit Member shall be placed in the position he/she held when the leave was granted unless that position is filled by another Bargaining Unit Member or is otherwise not available, in which case the District may assign the returning Bargaining Unit Member to another available professional position for which he/she is certified.

ARTICLE 29

EXHAUSTION OF SICK LEAVE

- 29.1. A Bargaining Unit Member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay and without benefits or the accumulation of benefits and seniority. Said leave shall be with a predetermined ending date if foreseeable, but in no event longer than the beginning date of the succeeding school year unless extended by the Board at its sole discretion.

ARTICLE 30

LEAVES OF ABSENCE

- 30.1. Leaves of absence with or without pay may be granted by the Board, at its sole discretion.

ARTICLE 31

LEGAL DUTY PAY SUPPLEMENT

- 31.1. A Bargaining Unit Member who is notified of jury duty shall notify his/her principal immediately upon receiving notice.
- 31.2. If a Bargaining Unit Member serves on jury duty during days when he/she would normally be scheduled to work, the Board will provide a jury duty pay supplement to make up the difference between the jury duty earnings and his/her normal pay for the days involved upon his/her presentation to the Business Office of a written statement of his/her jury duty earnings from the proper court official. Bargaining Unit Members who are subpoenaed as a witness in any Phoenixville School District related matter in any court proceedings shall be entitled to differential pay equal to the Bargaining Unit Member's regular day's pay. Bargaining Unit Members shall remit to the District a check in the amount of the jury duty pay less any mileage expenses.

ARTICLE 32

MILITARY LEAVE

- 32.1. Military leave will be provided as required by law.

ARTICLE 33

NOTIFICATION OF LEAVE

- 33.1. Each employee shall be given a written accounting of all credited sick leave days, and all personal leave days.

ARTICLE 34

PERSONAL LEAVE TIME

- 34.1.** A maximum of three (3) Personal Leave days per year without loss of pay shall be granted to any Bargaining Unit Member who qualifies, in accordance with this Article 34.
- 34.2.** A request for each Personal Leave day shall be made in writing to the Superintendent or his designee. Personal Leave days shall not be taken during the first five (5) work days or the last five (5) work days of a school year, or on the day immediately preceding or following a holiday except for serious illness, a dire emergency in the Bargaining Unit Member's immediate household, binding religious obligations or other extenuating circumstances, in the discretion of and with the written approval of the Superintendent or his/her designee.
- 34.3.** Personal Leave days shall be limited, on any given day, to ten percent (10%) or a maximum of two (2) Bargaining Unit Members per building, whichever is greater, with the request being granted on a first-come, first-served basis.
- 34.4.** One (1) Personal Leave day per year may be taken as two (2) half days.
- 34.5.** A Bargaining Unit Member may carry over two (2) unused Personal Leave days per year, but at no time shall a Bargaining Unit Member's Personal Leave day balance exceed five (5).
- 34.6.** A Bargaining Unit Member who does not choose to carry over Personal Leave days from one year to the next year may cash those days in at the rate of One Hundred Twenty Dollars (\$120.00) for each unused Personal Leave day, or may accumulate unused Personal Leave days as sick leave (or as Personal Leave days up to a maximum of five (5)). Bargaining Unit Members must choose their option during the last week of school. Those selecting the cash shall be paid during the first pay period in July. Unused Personal Leave days in excess of five (5) shall automatically convert to sick days if the Bargaining Unit Member does not submit the request for reimbursement form, as supplied by the District.

- 34.7. Each Bargaining Unit Member shall be provided a written accounting of all credited Personal Leave days.

ARTICLE 35

PUBLIC SERVICE LEAVE

35.1. Leave For Elective Public Office

Any full-time Bargaining Unit Member of a school entity who has been a Bargaining Unit Member for at least five (5) years and who has been elected to public office, shall be entitled to a leave of absence for the first four (4) years of the elected period of service, provided however, that such leave of absence shall be without pay or fringe benefits. Any Bargaining Unit Member qualifying for and desiring leave for elective public office shall file a written statement declaring the Bargaining Unit Member's intent to take a leave of absence, together with a copy of the Bargaining Unit Member's official Certification of Election, with the Secretary of the Board. Certification of Election shall be recorded in the School Board minutes at the next regular meeting of the Board of Directors. No Bargaining Unit Member on such leave of absence shall be eligible for retirement credit or for purchase of retirement credit, or accrual of seniority or movement on the salary schedule at any future date for time spent on leave of absence. Should the Bargaining Unit Member decide to return to full-time employment with the District at the conclusion of the leave of absence, the Bargaining Unit Member shall be entitled to a position similar to that which the Bargaining Unit Member held prior to the leave of absence.

ARTICLE 36

SABBATICAL LEAVE

- 36.1. Sabbatical leave shall be granted to employees in the school system in conformity with the School Code of 1949 of the Commonwealth of Pennsylvania, as amended, and the policy and regulations established by the Board of School Directors.

ARTICLE 37

PAYROLL DEDUCTIONS

- 37.1.** The following payroll deductions shall be made available: Association Dues (as provided for in Article 38 hereof), Fair Share (as provided for in Article 39 hereof), United Way Contributions, Tax Sheltered Annuities, Savings Bonds, Keystone Credit Union, College Tuition Savings Accounts-529 (Pennsylvania only), Flexible Spending Accounts and medical benefits (where applicable).
- 37.2.** Payroll for all Bargaining Unit Members shall be made through direct deposit. Unless a request is made in writing to the payroll department, printed direct deposit pay advices will not be provided to Bargaining Unit Members, but will be accessible through Skyward, or any similar system that may be implemented by the District in the future.

ARTICLE 38

DUES CHECK-OFF AND ASSOCIATION MEMBERSHIP

38.1. Check-Off

The Board shall deduct from their wages in equal monthly installments and turn over to the Treasurer of the Association the regular Association annual dues and the State and National annual dues and the PACE contributions of such members of the Association as individually and voluntarily certified in writing to the Board that they authorize such deductions. Such authorization shall be on the form attached as Exhibit "J" provided that the number of deductions shall be the same for all Bargaining Unit Members.

38.2. List Supplied to Board

No later than three (3) weeks prior to the first deduction date the PAEA shall provide the Board with a list of those Bargaining Unit Members who have authorized the Board to deduct dues for the Associations in Paragraph 38.1 above.

38.3. Indemnifications

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon documents furnished by the Association to the Board in complying with any of the provisions of this Article.

ARTICLE 39

FAIR SHARE

- 39.1.** Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for in Act 84 of 1988.
- 39.2.** The School District and the Association agree to comply with all provisions of said law.
- 39.3.** If any legal action is brought against the School District 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 of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligations of the Association to provide a defense under this Article shall cease.
- 39.4.** The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision shall not apply to any legal action which may arise as a result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligations under this Article.
- 39.5.** All monies deducted by the School District shall be disbursed to the Association according to law.

- 39.6.** The Association agrees to provide to the Board a copy of that information provided to non-members that is used to gauge the propriety of the fair share fee, as required in part (d) of the Act; and also to make available to the Board a copy of the report that must be filed by statewide employee organizations as required by Section (J) of the Act.
- 39.7.** If any provision or application of this provision is held to be contrary to law, that provision or application shall not be deemed valid except to the extent permitted by law.

ARTICLE 40

ASSOCIATION BUSINESS AND BUILDING REPRESENTATIVES

- 40.1.** The District agrees that the Association may designate members as representatives authorized to accept dues or application fees and to investigate grievances, so long as they do not interfere with instructional time, assignment time or planning time, or carry on this activity during the representative's instructional time, assignment time or planning time. Such activity for the purpose of investigating grievances only may be conducted at other appropriate time if necessary with the prior approval of the building principal or principals involved. The Association agrees that no Association activities except as provided for in this Agreement shall take place on the District's property during working hours. It is further agreed, that in the event of an emergency, a Bargaining Unit Member may receive assistance from a staff member of PSEA or NEA during the Bargaining Unit Member's duty free lunch period only. In the event the PSEA or NEA staff member wishes to enter a school building he/she must first present himself/herself to the building principal or his/her designee.
- 40.2.** The members of the Association designated for the purpose set forth in the paragraph above shall not exceed, at any given time, one (1) person to visit between buildings for the purposes set forth above, and this individual shall be the President and/or Co-President of the Association, except when the School District is notified in writing as to his/her designee who, for the time set forth in said notification, shall be the only person then authorized to so act.

- 40.3.** The District shall permit Association officials and delegates to conventions to be absent with pay for a cumulative total of ten (10) working days among them per annum to attend matters of Association business, provided that the Association shall give the District reasonable notice but not less than twenty-four (24) hours advance notice of the occasion of such absence. The allocation of the aforementioned working days among the Association's members shall be as determined by the Association and written notice of any and all such allocation shall be submitted in writing to the District as soon as is practicable following the beginning of each school year. The Association will pay for the substitute if needed.
- 40.4.** The Board shall approve conference requests by the Association for up to a maximum of four (4) officials or delegates to attend the PSEA House of Delegates two (2) times per year without loss of pay. However, the Association will be permitted a maximum of six (6) per year. The Association shall make application through the conference procedure and will bear all costs of the conference including the costs of substitutes, if they are used.
- 40.5.** The District shall provide a bulletin board in each building in suitable places to be used for posting Association notices.
- 40.6.** Upon certification by the Association to the Board that a Bargaining Unit Member has been elected or appointed to an office in the Association or appointed to its staff necessitating leave of absence, such Bargaining Unit Member shall be granted such leave without pay for a period not to exceed two (2) years. No more than one (1) Bargaining Unit Member may be on such a leave at one time. The Association shall give the Board one (1) month's notice when possible of the necessity of such leave.
- 40.7.** The Association shall be allowed the use of school mailboxes and District email before and after the work day or during lunch, provided it does not interfere with regular school mail.

ARTICLE 41

INFORMATION

- 41.1.** The Association shall have the right to receive copies of the seniority list of professional personnel annually each November 1.
- 41.2.** Further, the Association shall have the right to review any existing records of the Board that are considered public record by the Board's solicitor. Records shall be provided in electronic form if such records exist in electronic form, otherwise paper copies shall be provided.

ARTICLE 42

USE OF BUILDINGS

- 42.1.** The Association shall be permitted the use of all of the school buildings before or after school hours for Association meetings. If said meeting will require the use of an auditorium, cafeteria, library, or faculty room, the Association shall arrange in advance with the building principal.

ARTICLE 43

EVALUATION OF STUDENTS AND CRITICISM OF BARGAINING UNIT MEMBERS

43.1. Criticism of Bargaining Unit Members

Criticism of a Bargaining Unit Member should be accomplished privately, subject to the rights of such a Bargaining Unit Member to representation provided for under this Agreement.

43.2. Evaluation of Students

Should the Administration or Board deem it necessary to change the grade or evaluation of a student from that given by a Bargaining Unit Member, the Bargaining Unit Member's grade or evaluation while superseded may not in fact be changed. Notice of

any such change in grade or evaluation shall be given to the Bargaining Unit Member involved.

ARTICLE 44

FREEDOM FROM SURVEILLANCE

- 44.1.** All monitoring or observation of the work performed by a Bargaining Unit Member shall be conducted openly and with full knowledge of the Bargaining Unit Member.

ARTICLE 45

LEAVING OF BUILDINGS

- 45.1.** Leaving the building during the Bargaining Unit Members' workday, exclusive of lunch, shall only be with the permission of the Supervisor and such permission shall be at his/her discretion for just cause expressed.
- 45.2.** Bargaining Unit Members may leave the building during their assigned lunch period if they so desire; however, they will be required to sign in and sign out in the register so provided for that purpose.

ARTICLE 46

LUNCH PERIOD

- 46.1.** A duty free lunch period shall be granted to Bargaining Unit Members in the school system in conformity with the School Code of the Commonwealth of Pennsylvania of 1949, as amended, and this Agreement. Professional and temporary professional employees shall be allowed a lunch period free of supervisory or other duties of at least thirty minutes.

ARTICLE 47

MEETING AND CONFERENCE TIME

- 47.1.** Whenever any Representative of the Association or any Bargaining Unit Member is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay, and shall be provided with released time from his/her duties.

ARTICLE 48

POSTING OF OPENINGS

- 48.1.** The Board shall post on the bulletin boards provided in each building and place on the District website the vacancies and openings defined in this Article.
- (a)** Staff Vacancies – Contracted vacancies brought about by the creation by the Board of new staff positions, resignations, retirements, and deaths.
- (b)** Openings in summer school, federal projects, and other programs, but excluding homebound teaching assignments.
- 48.2.** The procedure to be utilized in applying for any of the above shall be included in the posted notice.
- 48.3.** The Board shall give serious consideration to all applicants within the current Bargaining Unit Members; however, applicants shall not be limited to the current Bargaining Unit Members and the filling of said vacancies or other openings shall be at the sole discretion of the Board.
- 48.4.** The staff vacancy or other openings shall be said to exist as of the date determined by the Board; said date and the posting of the notice shall give eight (8) working days to the then current Bargaining Unit Members to apply for the position.
- 48.5.** A copy of the postings shall be sent to the Association and sent electronically to all Association Members via District email.

- 48.6.** During summer (non-working) months, said postings shall also be mailed to Association President and sent electronically to all Association Members via District email.

ARTICLE 49

RIGHTS OF THE PROFESSIONAL EMPLOYEE

- 49.1.** Whenever any Bargaining Unit Member is required to appear before any representative of management or any committee concerning a disciplinary matter which could adversely affect the continuation of that Bargaining Unit Member in his/her position or employment, he/she shall be given prior notice of the reasons for such meeting or interview, a listing of the people who will be in attendance and shall be informed of his/her right to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such a meeting or interview.
- 49.2.** Whenever any Member of the Bargaining Unit is at any meeting concerning observations or ratings with more than one Supervisor, the individual shall be informed of his/her right to have a representative of the Association present to advise him/her during such meeting or interview.

ARTICLE 50

BARGAINING UNIT MEMBER PERSONNEL FILES

- 50.1.** A Bargaining Unit Member shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at the Bargaining Unit Member's expense, of any documents contained therein and will be the only file used by the District to evaluate a Bargaining Unit Member.
- 50.2.** A Bargaining Unit Member shall be entitled to have a representative of the Association accompany him/her during such review, provided the Bargaining Unit Member requests the same.
- 50.3.** No material derogatory to a Bargaining Unit Member's conduct, service, character, or personality shall be placed in his/her personnel file, unless the Bargaining Unit Member has been given a copy of such derogatory material. The Bargaining Unit Member shall

sign a receipt confirming receipt of such materials. A Bargaining Unit Member has the right to attach a written response to such alleged derogatory material.

- 50.4.** All documents, communications, and records dealing with the processing of any grievance shall be filed in one general file and shall not be kept in the personnel file of any participant in the grievance.

ARTICLE 51

WORKING CONDITIONS

- 51.1.** Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Bargaining Unit Member attendance shall not be required whenever student attendance is not required due to inclement weather; however, Bargaining Unit Members must be on duty when school is in session - consistent with the overall school calendar.

51.2. Administering Medication

The School District agrees to indemnify from any liability any Bargaining Unit Member who administers medication or medical services to pupils according to School District policy.

ARTICLE 52

COURTESY PASS

- 52.1.** A Bargaining Unit Member's District identification badge shall entitle the Bargaining Unit Member and one (1) guest to admission to all Board-sponsored activities, including home District athletic events. Attendance will be on a first-come, first-served basis. Student-sponsored events are not included in the coverage of this Article.

ARTICLE 53

PAY PERIODS

- 53.1. There shall be twenty six (26) pay periods with the first pay period being the first Friday after Bargaining Unit Members return to work, excluding long-term substitutes. A lump-sum payment will be made on the second pay of June for the balance of that year's salary, provided that at that time the Board is in receipt of a thirty (30) day written notice requesting the same. Lump-sum payment request form will be supplied by the District.

ARTICLE 54

JUST CAUSE

- 54.1. No Bargaining Unit Member shall be discharged or suspended without just cause.
- 54.2. The arbitrator shall have exclusive jurisdiction to determine whether just cause exists, and if so, the appropriate penalty.

ARTICLE 55

FAMILY AND MEDICAL LEAVE ACT

55.1. **General Entitlement**

The District shall comply with the requirements of the Family and Medical Leave Act of 1993 ("FMLA") and its corresponding regulations. Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed to Bargaining Unit Members under the FMLA.

ARTICLE 56

NO REPRISALS

- 56.1. The parties agree that there shall be no reprisals for lawful strike and strike-related activities.

ARTICLE 57

SENIORITY

57.1 Seniority is defined as the length of continuous employment with the District, including full-time and part-time, on a professional or temporary professional contract.

57.2 Seniority shall be determined by the date of Board approval. In the event that Bargaining Unit Members were approved by the Board on the same date, seniority status will be determined by the date of Members' original application for employment with the District.

57.3 Seniority shall not accrue during unpaid leave of absence.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, and having full authority to execute the same on behalf of their respective bodies, do hereby affix their signatures and seals on the dates written below.

PHOENIXVILLE AREA SCHOOL DISTRICT

Witness

By: _____
Dan Cushing, President

Date: _____

PHOENIXVILLE AREA EDUCATION ASSOCIATION

Witness

By: _____
Tamara Kurtz, President

Date: _____

EXHIBIT "A"
COACHING SALARIES

Exhibit A

Sport	1st-4th	5th-8th	9 plus
Baseball HV	5589	6038	6314
Baseball AV	4150	4483	4688
Baseball JV	4150	4483	4688
Baseball 9th	4150	4483	4688
Baseball 8th	4150	4483	4688
Baseball 7th	3078	3329	3481
Baseball MS Asst.	3078	3329	3481
Basketball HV	7018	7315	7649
Basketball AV	5211	5432	5680
Basketball JV	5211	5432	5680
Basketball 9th	5211	5432	5680
Basketball 8th	5211	5432	5680
Basketball 7th	3870	4034	4218
Cheerleading Fall HV	3939	4240	4586
Cheerleading Fall AV	2727	2935	3175
Cheerleading Fall MS HC	2424	2607	2820
Cheerleading Fall MS AC	1212	1304	1410
Cheerleading Winter HV	3939	4240	4586
Cheerleading Winter AV	2727	2935	3175
Cheerleading Winter MS HC	2424	2607	2820
Cheerleading Winter MS AC	1212	1304	1410
Cross Country HV	5589	6038	6314
Cross Country AV	4150	4483	4688
Cross Country MS	4150	4483	4688
Field Hockey HV	5273	5696	5957
Field Hockey JV	3916	4230	4423
Field Hockey 9th	3916	4230	4423
Field Hockey 8th	3916	4230	4423
Field Hockey 7th	2908	3141	3285
Football HV	7930	8566	8958
Football AV	5889	6361	6652
Football 8th	5889	6361	6652
Football 7th	4373	4724	4940

Football MS Asst.	4373	4724	4940
Golf HV	4277	4620	4831
Golf JV	3176	3431	3588
Golf Developmental	1324	1430	1794
Indoor Track HV	4374	4725	4941
Indoor Track AV	3248	3509	3669
Lacrosse HV	5273	5696	5957
Lacrosse JV	3916	4230	4423
Lacrosse 9th	3916	4230	4423
Lacrosse 8th	3916	4230	4423
Lacrosse 7th	2908	3141	3285
Outdoor Track HV	5589	6038	6314
Outdoor Track AV	4150	4483	4688
Outdoor Track MS HC	4150	4483	4688
Outdoor Track MS AC	3078	3329	3481
Outdoor Track AC	3078	3329	3481
Soccer HV	5273	5696	5957
Soccer AV	3916	4230	4423
Soccer 9th	3916	4230	4423
Soccer 8th	3916	4230	4423
Soccer 7th	2908	3141	3285
Softball HV	5589	6038	6314
Softball AV	4150	4483	4688
Softball JV	4150	4483	4688
Softball 8th	4150	4483	4688
Softball 7th	3078	3329	3481
Swimming HV	5103	5513	5765
Swimming AV	3789	4094	4281
Swimming--Diving Coach	3789	4094	4281
Tennis HV	5273	5696	5957
Tennis AV	3916	4230	4423
Tennis MS	3916	4230	4423
Volleyball HV	5273	5696	5957
Volleyball AV	3916	4230	4423
Volleyball 9th	3916	4230	4423
Wrestling HV	6678	7214	7544
Wrestling AV	4959	5357	5602
Wrestling 8th	4959	5357	5602
Wrestling 7th	3683	3978	4160
Weight Room Monitor/Strength Coach	\$3,100 per season		
Assistant to Athletic Director	\$8,200		

Post season pay = # of days worked after regular season * rate per day stated in above table

Post season pay rate	1st-4th	5th-8th	9 plus
Head Coach	\$81	87.5	\$91.5
Assistant Coach	\$60	\$65	\$68

EXHIBIT "B"

EXTRA PAY FOR EXTRA DUTY

Each represents an annual stipend

<u>District and building leadership</u>			
K12 District Coordinators (Per Year)	\$2,750		
Curriculum Liaisons Middle/Elementary (Per Year)	\$2,241		
Television Production Coordinator (Per Year)	\$8,990		
Induction Support Teacher (per semester)	\$750		
<u>Instructional and Hourly Extra Duty</u>			
Summer School Instructor	\$49.00 per/hour		
Summer School Proctor	\$35.00 per/hour		
After School Workshops	\$41.00 per/hour		
Alternative Education Lead Teacher	\$63.00 per/hour		
Alternative Education Teacher	\$50.00 per/hour		
SADD Advisor	\$36.00 per/hour		
Homebound Instruction	\$49.00 per/hour		
Building Computer Technician (one per building)	\$41.00 per/hour		
Web Page Designer (one Per Building)	\$41.00 per/hour		
Detention Hall Monitor	\$41.00 per/hour		
Chaperone's for extracurricular events	\$90.00 per/event		

Intramural Activities	\$36.00 per/hour		
<u>Publications/Entrepreneurship Extra Duty</u>			
Newspaper High School	\$275 per/issue		
Newspaper Middle/Elementary School	\$230 per/issue		
Yearbook High School	\$4,844 annually		
Yearbook Middle School	\$3,718 Annually		
Literary Magazine	\$1,250 Annually		
School Store Advisor	\$1,250 Annually		
<u>Clubs Secondary and Elementary</u>			
Tier 1	\$1,500		
Tier 2	\$900		
Tier 3	\$600		
<u>Theatrical Productions</u>			
	1-4 years	5-8 years	9+ years
Elementary Musical Production Coordinator (stipend is per building)	\$550	\$1,050	\$1,425
Elementary Musical Music Director (stipend is per building)	\$400	\$850	\$1,283
Elementary Musical Choreographer (stipend is per building)	\$350	\$750	\$1,188
Elementary Musical Technician (stipend is per building)	\$200	\$500	\$950
M.S. Spring Show Director	\$1,600	\$2,100	\$2,570
M.S. Spring Show Producer	\$1,600	\$2,100	\$2,570
M.S. Spring Show Assistant Director	\$1,050	\$1,550	\$1,948
M.S. Spring Show Orchestra Director	\$1,050	\$1,550	\$1,948
M.S. Spring Show Choreographer	\$1,050	\$1,550	\$1,948
M.S. Spring Show Assistant Choreographer	\$600	\$900	\$1,140
M.S. Spring Show Technicians	\$500	\$750	\$950
H.S. Musical Director/Producer	\$2,200	\$2,525	\$2,988
H.S. Musical Music Director	\$2,200	\$2,525	\$2,988
H.S. Vocal Director	\$2,200	\$2,525	\$2,988
H.S. Musical Choreographer	\$1,325	\$1,950	\$2,423
H.S. Stage Manager	\$1100	\$1,250	\$1,473
H.S. Musical Technicians	\$500	\$750	\$950

M.S. Fall Play Producer	\$1,600	\$2,000	\$2,400
M.S. Fall Play Director	\$1,600	\$2,000	\$2,400
M.S. Fall Play Assistant Director	\$800	\$1,000	\$1,200
M.S. Fall Play Stage Manager/Set Director	\$800	\$1,000	\$1,200
M.S. Fall Play Technician	\$500	\$750	\$950
H.S. Play Director	\$1,825	\$2,450	\$2,898
H.S. Play Producer	\$1,825	\$2,450	\$2,898
H.S. Play Assistant Director	\$1,350	\$1,800	\$2,138
H.S. Stage Manager/Set Director	\$800	\$1,200	\$1,473
H.S. Play Technician	\$500	\$750	\$950
<u>Music</u>			
H.S. Band Director– Head	\$8,000	\$8,300	\$8,600
H.S. Band Director. – Assistant	\$3,500	\$4,000	\$4,275
M.S. Band Director	\$5,000	\$5,500	\$5,800
Elem. Band Director (stipend is per building)	\$2,500	\$2,750	\$3,000
H.S. Choral Director	\$5,000	\$5,500	\$5,800
M.S. Choral Director	\$4,500	\$4,900	\$5,400
Elem. Choral Director (stipend is per building)	\$2,500	\$2,750	\$3,000
H.S. Orchestra Director	\$3,500	\$3,800	\$4,000
M.S. Orchestra Director	\$3,000	\$3,300	\$3,600
Elementary Orchestra Director (stipend is per building)	\$2,500	\$2,750	\$3,000
H.S. Marching Band Visual Director	\$2,500	\$3,000	\$3,325
H.S. Marching Band Color Guard Director	\$2,500	\$3,000	\$3,325
H.S. Marching Band Color Guard Assistant Director	\$1,750	\$2,250	\$2,613
H.S. Marching Band Percussion Director	\$2,500	\$3,000	\$3,325
H.S. Marching Band Percussion Assistant Director	\$1,750	\$2,250	\$2,613
H.S. Marching Band Music Instructor	\$1,250	\$1,750	\$2,138
H.S. Marching Band Music (Brass)	\$1,250	\$1,750	\$2,138
H.S. Marching Band Music (Woodwind)	\$1,250	\$1,750	\$2,138
H.S. Marching Band Drill Designer	\$2,500	\$2,800	\$3,125
H.S. Marching Band Color Guard Designer	\$1,750	\$2,000	\$2,313
H.S. Marching Band Percussion Designer	\$1,750	\$2,000	\$2,313
H.S. Winter Percussion Director	\$1,900	\$2,350	\$2,645
H.S. Indoor Color Guard Director	\$1,900	\$2,350	\$2,645
H.S. Indoor Color Guard Instructor	\$1,500	\$1,900	\$2,300
H.S. Winter Percussion Instructor	\$1,500	\$1,900	\$2,300
<u>Other</u>			
H.S. Class Advisor Freshmen	\$1,150	X	X
H.S. Class Advisor Sophomore	\$1,150	X	X
H.S. Class Advisor Juniors	\$1,650	X	X

H.S. Class Advisor Senior	\$1,650	X	X
Student Government H.S.	\$2,500	\$3,000	\$3,500
Student Government M.S.	\$1,600	\$2,150	\$2,700
Student Government Elem.	\$550	\$750	\$950
FBLA	\$1,200	\$1,500	\$1,800
Academic Competition Sponsor H.S.	\$1,350	\$1,600	\$1,800
Academic Competition Sponsor M.S.	\$1,350	\$1,600	\$1,800
Kiwanis Club (Key)	\$1,200	\$1,500	\$1,800
Kiwanis Club (Builders)	\$1,200	\$1,500	\$1,800
National Honor Society (HS)	\$1,200	\$1,600	\$2,000
National Honor Society (MS)	\$1,000	\$1,250	\$1,500
Destinations With Directions	\$1,200	\$1,500	\$1,800

EXHIBIT “C”

GROUP DENTAL INSURANCE PLAN

(NOTE: Information provided by School Claims Service, LLC, the current provider, in Exhibit “D” does not supercede language agreed upon by parties in applicable articles of the actual Collective Bargaining Agreement.)

General Information - When you have been employed as a full-time employee with the Phoenixville Area School District, you will become insured under this program. You may also obtain insurance for your dependents, effective at the same time.

“Full time employment” means active employment on the basis of a normal workweek of at least twenty-five (25) hours.

Your insurance will become effective on your first day at work after the close of the calendar month in which you complete your qualifying period. Your dependents will become insured on the same date, provided you enroll them.

Insurance for your dependents may be obtained by completing an enrollment form immediately and agreeing to make any required contributions by payroll deduction. If you deny enrollment for your dependents at the time of eligibility, your dependents will be required to wait until July 1 of the following year before making application.

Dependents - Your dependents eligible for this insurance are your spouse and your unmarried children excluding (a) any child nineteen (19) or more years of age; (b) any legally separated spouse and (c) any one eligible for insurance under this program as an employee.

You may continue coverage for your unmarried dependent children age nineteen (19) but less than age twenty-three (23) who are attending school full-time and are financially dependent on you for a majority of their support.

After reaching age nineteen (19), a child who is mentally or physically incapable of earning his own living may be continued as a dependent, providing you submit proof of your child’s incapacity within thirty-one (31) days of his attainment of age nineteen (19).

Termination of Insurance - Your insurance will terminate when the insurance policy terminates or when you cease to be within the classes eligible for insurance, except that your employer, by continuing to pay premiums, may keep your insurance in effect for a brief period if you cease to be within the eligible classes for any reason.

If the eligible classes are based on employment, you will cease to be within such classes when your employment ends. Cessation of active work by disablement, layoff, leave of absence, resignation, dismissal, strike, being placed on a part-time employment basis or being pensioned or retired shall be deemed to constitute termination of employment.

Dependent insurance will end when your insurance ends, if you fail to make a required contribution to premium when due or when a dependent ceases to be a “dependent” as defined above.

Notice and Proof of Claim

Written notice of injury or sickness upon which a claim may be based must be given to the company within twenty (20) days of the date of first loss for which benefits for such injury or sickness may be claimed.

Failure to furnish notice or proof within the time provided herein shall not invalidate, or reduce any claim if it shall be shown not to have been reasonably possible to do so and that such notice or proof was furnished as soon as was reasonably possible.

Payment of Claim

Benefits payable to your dentist will be paid directly to him if you have signed the assignment. If the assignment is not signed, benefit payment will be made to you, the employee.

Examination

The insurance company shall have the right and opportunity to examine the person whose injury or sickness is the basis of claim when and so often as it may reasonably require during the pendency of any claim under the policy.

The carrier authorizes and makes payment of benefits. If a claim is not paid in full, according to the benefits in the policy, the insurance company will furnish notice to the claimant which will specify the reason or describe the additional information required to perfect the claim. Upon written request by the claimant, the insurance company will review the claim in question and give a final written decision on the review within sixty (60) days (or 120 days under special circumstances) after such request is received.

When a covered dental expense arises, please notify the Benefits Office as soon as possible so that steps may be taken to inform the insurance company of your claim. Failure to do these things promptly may cause you to lose rights to benefits that would otherwise be due you. Preauthorization and claims forms may be obtained at the Business office in the Administration Building.

Action Against Company

No action at law or in equity shall be brought against the company prior to sixty (60) days after proof of loss has been filed in accordance with the requirements for proof of claim and unless brought within two (2) years from the expiration of the period during which proof of loss is required.

Coordination of Benefits

In the event the coverage described herein overlaps coverage appended (a) under any other prepaid plan of group insurance or care, (b) under any statutory welfare program including but not limited to Medicare, or (c) under personal injury insurance required by law to be offered under automobile insurance policies and affording benefits respecting accidental injury regardless of faults there will be an adjustment of benefits to prevent duplication. For the

purpose of establishing whether charges are covered under any such plan or program, it will be presumed that the individual has done everything necessary to obtain benefits to which he is entitled.

Preauthorization of Benefits

If a course of treatment can reasonably be expected to involve covered dental charges of One Hundred Dollars (\$100) or more, a description of the procedure to be performed and an estimate of the charges must be filed with the Insurance Company prior to the commencement of the course of treatment.

This requirement will not apply to courses of treatment under \$100 or to emergency treatment, routine oral examinations, ex-rays, and prophylaxis for fluoride treatments.

If you or one of your dependents incurs covered dental expenses payable, as described below, benefits are payable, subject to the co-insurance and maximums specified in this section to the extent such charges are reasonable and customary charges. The term "reasonable and customary charge" means the actual fee charged by a dentist for a service rendered or supply furnished but only to the extent that the fee is reasonable.

Percentage of Charges Payable

The Company will pay benefits according to the following percentile table of covered charges for which charges benefits are not withheld under another provision hereof:

- 100% of covered charges insured for Type A dental services
- 100% of covered charges insured for Type B dental services
- 80% of covered charges insured for Type C dental services
- 50% of covered charges insured for Type D dental services

Maximum of Benefits

The total paid for all charges incurred by any individual during any twelve (12) month period (except those incurred in connection with Type D dental services) shall not exceed a maximum of One Thousand Two Hundred Dollars (\$1,200).

The total of benefits paid under the policy for all charges incurred by any individual in connection with Type D dental services shall not exceed a lifetime maximum of One Thousand Two Hundred Dollars (\$1,200).

"Covered Dental Services" are those services and supplies described below:

Type A Dental Services Are:

1. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), once in any six (6) month period.
2. Topical application of fluoride.
3. Space maintainers that replace prematurely lost teeth for children under age nineteen (19).
4. Emergency palliative treatment.

Type B Dental Services Are:

1. Dental x-rays including full mouth x-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing x-rays (not more than once in a six (6) consecutive month period) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.
2. Extractions and oral surgery except those described under Type D dental services.
3. Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally broken teeth.
4. General anesthetic when medically necessary and administered in connection with oral or dental surgery.
5. Treatment of periodontal and other disease of the gums and tissues of the mouth.
6. Endodontic treatment, including root canal therapy.
7. Injection of antibiotic drugs by the attending dentist.
8. Repair or recementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one (1) relining or rebasing in any period of thirty-six (36) consecutive months.
9. Inlays, onlays, gold fillings or crown restorations to restore diseased or accidentally broken teeth, but only when the tooth, as a result of extensive cavities or fracture, cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.

Type C Dental Services Are:

1. Initial installation of fixed bridgework (including inlays and crowns as abutments).
2. Initial installation of partial or full removable dentures (including precision attachments) and any adjustments during the six (6) month period following installation.
3. Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:
 - (a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or
 - (b) The existing denture or bridgework was installed under this Dental Expense Benefits Program at least five (5) years prior to its replacement and the existing denture or bridgework cannot be made serviceable; or
 - (c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement of a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures, but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental Service.

Type D Dental Services Are:

Orthodontic diagnostic procedures and treatment consisting of surgical therapy, appliance therapy, and functional/mysfunctional therapy (including related oral examinations, surgery, and extractions) for children nineteen (19) years of age.

LIMITATIONS

A. RESTORATIVE

1. Gold, baked porcelain restorations, crowns and jackets. If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.
2. Reconstruction. Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion are considered, optional and their cost remains the responsibility of the patient.

B. PROSTHODONTICS

1. Partial Dentures. If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedures will be made toward a more elaborate or precision appliance that patient and dentist may choose to use and the balance of the cost remains the responsibility of the patient.
2. Complete Dentures. If, in the provision of complete denture services, the patient and the dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost of the standard denture services will be made toward such treatment and the balance of the cost remains the responsibility of the patient.
3. Replacement of Existing Dentures. Replacement of an existing denture will be a covered dental service only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Service only if at least five (5) years have elapsed since date of the initial installation of that appliance under this dental expense benefits program.

C. ORTHODONTICS

1. If orthodontic treatment is terminated for any reason before completion the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services, to the extent remaining shall be resumed.

The benefit payment for orthodontic services shall be only for months that coverage is in force.

EXCLUSIONS

"Covered Charges" does not include:

1. Charges for dental services other than those specifically covered herein.
2. Charges for treatment by other than a dentist, except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of and billed for by the dentist.
3. Charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.
4. Charges for prosthetic devices (including bridges and crowns) and the fitting thereof which were ordered while the individual was not insured for Dental Expense Benefits or which were ordered while the individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage.
5. Charges for the replacement of a lost, missing or stolen prosthetic device.
6. Charges for failure to keep a scheduled visit with the dentist.
7. Charges for replacement or repair of an orthodontic appliance.
8. Charges for services or supplies which are compensable under a Worker's Compensation or Employer's Liability Law.
9. Charges for services rendered through a medical department clinic, or similar facility provided or maintained by the patient's employer.
10. Charges for services or supplies for which no charge is made that the employee is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.
11. Charges for services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist.
12. Charges for services or supplies which do not meet accepted standards of dental practice including charges for services or supplies which are experimental in nature.
13. Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war declared or undeclared.
14. Charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, state, municipal or other governmental body.
15. Charges for any duplicate prosthetic device or any other duplicate appliance.
16. Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof.
17. Charges for the completion of any insurance forms.
18. Charges for sealants and for oral hygiene and dietary instruction.
19. Charges for a plaque control program.
20. Charges for implantology.

EXHIBIT “D”

VISION BENEFITS

School Claims Service
Schedule of Vision Benefits:

<u>Covered Item or Service</u>	<u>Maximum Allowance</u>
Complete Examination:	
Ophthalmologist	\$25.00
Optometrist	\$25.00
Lens Repair:	
Single Vision	\$20.00
Bi-Focal	\$30.00
Tri-Focal	\$40.00
Lenticular	\$80.00
Frames	\$30.00
Contact Lenses:	
Single	\$50.00
Pair	\$100.00

Definitions

“Covered Charges” means only reasonable charges for necessary vision care, subject to the exclusions set forth in the provision captioned “Exclusions.”

“Reasonable,” in relations to charges for care, means at the level of fees or charges for comparable care that is usual and customary in the area where such care is furnished; provided that any part of a charge for any item or service shall be deemed unreasonable to the extent that it exceeds the Maximum Allowance specified for such item or service in the Schedule of Vision Expense Benefits.

“Necessary,” in relation to care, means only necessary to safeguard or restore the health of the recipient.

“Vision Care” means only (a) examination performed by a licensed optometrist or ophthalmologist, (b) lenses prescribed by such a person, and (c) frames purchased in conjunction with lenses newly prescribed by such a person.

Exclusions

Covered charges shall not include:

1. Charges incurred because of injury arising out of or in the course of employment, or because of occupational or other disease or sickness covered by any applicable workmen's compensation or occupational disease law.
2. Charges of a hospital.
3. Charges for more than one (1) examination in any calendar year.
4. Charges incurred in any calendar year for more than two (2) lenses.
5. Charges incurred in any period of two (2) calendar years or for more than one (1) set of frames, or one (1) pair of contact lenses.
6. Charges for sunglasses, unless they are prescribed to be worn at substantially all times.
7. Charges for routine yearly examinations required by an employer in connection with the occupation of the insured individual.
8. Charges to the extent that they are payable out of benefits provided pursuant to any welfare plan or program established by statute.
9. Examinations in a hospital owned or operated by the Federal Government or for any examination for which the individual is not required to pay.
10. Charges for contact lenses unless required after cataract surgery or when visual acuity is not correctable to 20/70 in the better eye except by their use.

Opti-Vision Supplemental Vision Plan

An Opti-Vision Supplemental Vision Plan, at a monthly cost, will be made available to active members at discretion of provider, if plan is available from the provider and if sufficient interest exists among members (with minimum number needed determined by provider).

EXHIBIT "E"

DISABILITY INCOME PROTECTION PLAN

PLAN OF INSURANCE
(Short Term Disability Plan)

ELIGIBLE CLASS

All Bargaining Unit Members.

BASIS OF INSURANCE

This insurance is provided on a non-contributory basis.

EARNINGS FACTOR **

67%

MAXIMUM WEEKLY BENEFIT **

\$600 – with a thirty-nine (39) week limitation

QUALIFYING PERIOD **

Benefits will begin the thirtieth (30th) day of disability due to sickness.

** For more detailed information, please refer to your handbook.

EXHIBIT "F"

PLAN OF INSURANCE

1. **Term Life Insurance Coverage**

The District will provide term life insurance coverage for full-time employees in the following amounts:

First five (5) years in the District - Forty Thousand Dollars (\$40,000.00)

Over five (5) years in the District - Forty-five Thousand Dollars (\$45,000.00).

2. **Accidental Death and Dismemberment Insurance:**

The District will provide Accidental Death and Dismemberment insurance for full-time employees in the following amounts:

Loss of Life: Principal amount same as amount of term life insurance.

Loss of hand, or foot, or sight of eye: One-half (1/2) of the principal amount.

More than one (1) of the above losses: Principal amount.

If the loss of life while fare-paying passenger in common carrier, then total accidental death and dismemberment payment shall be two (2) times the principal amount.

EXHIBIT "G"

PHOENIXVILLE AREA EDUCATION ASSOCIATION
PAYROLL AUTHORIZATION FORM

I hereby authorize the Business Office of the Phoenixville Area School District to deduct professional Association dues (PAEA, PSEA, NEA, PACE) from my gross earnings.

The Association, through its Executive Council, will determine the total amount of the professional Association dues each year. The Association dues will be deducted in equal installments for the number of checks (not more than 26) necessary to deduct the total professional dues. Both the number of checks and the amount deducted from each check will be determined by the Association.

In the event of unpaid leave of absence or severance, I further authorize the Business Office to deduct the balance due the Association.

This authorization will remain in effect unless cancelled in writing to both the Association and the Business Office fifteen (15) days prior to the expiration of the Collective Bargaining Agreement in effect on this date.

Name Signed: _____

Name Printed: _____

Date: _____

Building: _____

EXHIBIT "H"

GRIEVANCE REPORT FORM

Grievance # _____ Phoenixville Area School District

GRIEVANCE REPORT

Distribution:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

Signature Date

C. Disposition by Principal _____

Signature Date

D. Position of Grievant and/or Association _____

Signature
REFERRAL TO STEP II: Superintendent or designee

Date

Grievance # _____ Phoenixville Area School District

GRIEVANCE REPORT

Building Assignment

Name of Grievant

Date Filed

STEP II

A. Disposition by Superintendent or designee: _____

Signature

Date

B. Position of Grievant and/or Association _____

Signature

Date

REFERRAL TO STEP III: Grievance Committee

Grievance # _____ Phoenixville Area School District

GRIEVANCE REPORT

Building Assignment

Name of Grievant

Date Filed

STEP III

A. Disposition by Board of Education: _____

Signature

Date

B. Position of Grievant and/or Association _____

Signature

Date

REFERRAL TO STEP IV: Arbitration