

**AGREEMENT BETWEEN  
LUZERNE INTERMEDIATE UNIT  
AND  
LUZERNE INTERMEDIATE UNIT EDUCATION ASSOCIATION  
2005 - 2010**

**I - AGREEMENT**

THIS AGREEMENT, made and executed this 26th day of January, 2005, by and between LUZERNE INTERMEDIATE UNIT, an intermediate unit organized and existing under the laws of the Commonwealth of Pennsylvania, party of the first part, hereinafter called the BOARD.

AND

LUZERNE INTERMEDIATE UNIT EDUCATION ASSOCIATION, being an association of professional employees of the Intermediate Unit, party of the second part, hereinafter called the ASSOCIATION.

WHEREAS, in accordance with the Pennsylvania Public Employees Relation Act of 1970, the professional employees of the Intermediate Unit have organized and entered into negotiations with the Intermediate Unit and enter this written Agreement to evidence agreement reached at such negotiations and to establish mutual rights and obligations of the parties hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties hereto do hereby agree as follows to wit:

**II - RECOGNITION**

The Luzerne Intermediate Unit Education Association PSEA/NEA called the Association, is hereby recognized by the Luzerne Intermediate Unit Board, hereinafter called the Board, as the bargaining agent for the Luzerne Intermediate Unit Education Association PSEA/NEA, hereinafter called the bargaining unit, and for the employees properly included in the bargaining unit under the conditions of the Pennsylvania Law (Act 195) of 1970 and Act 88 of 1992 providing for collective bargaining for public employees.

Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

The ASSOCIATION is recognized as the exclusive bargaining agent of employees of the Luzerne Intermediate Unit having the following classifications:

- |                            |                                       |
|----------------------------|---------------------------------------|
| 1. Classroom teachers      | 7. Librarians                         |
| 2. Itinerant teachers      | 8. Social Workers                     |
| 3. Psychologists           | 9. Case Information Managers          |
| 4. Physical Therapists     | 10. Orientation / Mobility Specialist |
| 5. Guidance Counselors     | 11. Occupational Therapist            |
| 6. School Nurse            | 12. Long-term Substitutes             |
| 13. Transition Specialists |                                       |

A long-term substitute is defined to mean any individual who has been employed by the Board for at least ninety (90) consecutive days or more to perform the duties of a bargaining unit member during such period of time as the bargaining unit member is absent on sabbatical leave, or for any other legal cause authorized and approved by the Board, or to perform the duties of a bargaining unit member(s) who are absent for a combined total of ninety (90) days or more.

### **III - PHILOSOPHY**

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Luzerne County classes the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board and its professional staff.

### **IV - PRINCIPLES**

#### **A. Professional Teaching Personnel**

It is recognized that members of the professional staff require specialized qualifications and that the educational programs Intermediate Unit depend upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

#### **B. Rights of Minorities and Individuals**

The legal rights inherent in the State School Code and in the rulings and regulations of the Department of Education affecting certification of personnel are in no way abridged by this Agreement.

#### **C. Personal Life**

The personal life of an employee is not an appropriate concern or attention of the Board.

#### **D. Citizenship**

Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.

The Board extends equal opportunities to all individuals without discrimination because of race, creed, color, sex, age, national origin or handicap.

#### **E. Just Cause**

No employee shall be reduced in rank or compensation without just cause. All information forming the basis for such action will be made available to the employee(s) and the Association.

#### **F. Required Meetings or Hearings**

Whenever an employee is required to appear before the Executive Director, Board or any committee or member thereof concerning an employee's reduction rank in compensation or dismissal, then he/she shall be given prior written notice of the reason for such meeting and shall be entitled to have a representative of the Association and/or legal counsel present during such meeting.

## **V - AREAS FOR DISCUSSION AND AGREEMENT**

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding according to Act 195. The Board is the legally constituted body responsible for the determination of policies covering all of the Intermediate Unit 18 classrooms and systems.

## **VI - PROCEDURES FOR CONDUCTING NEGOTIATIONS**

### **A. Negotiating Team**

The Board, or designated representative(s) of the Board, with the Executive Director serving as an advisor, will meet with representatives(s) designated by the Association for the purpose of negotiations and reaching mutually satisfactory agreements.

The Board negotiator shall have authority from the Board to make tentative agreements on all substantive matters subject to final approval by the Board, and the Association shall have similar authority as far as the Association membership is concerned.

In the event that negotiations and/or fact-finding meetings are called by the state mediator and/or fact-finder during the working day, the members of the association negotiating team will be granted release time without loss of pay and/or benefits.

In addition, whenever any representative of the Association, or any teacher, at the request of the Administration, participates during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss of pay.

### **B. Exchange of Information**

Both parties and/or the Executive Director shall furnish each other, upon request, available information pertinent to the issue(s) under consideration. In addition, the Board agrees to provide the Association's Secretary with a list of all new professional employees, addresses and school placement, and any resignations or leaves of absence of professional employees within fifteen (15) days from the official action of the Board at a regularly scheduled Board meeting.

### **C. Right to Information**

The Board agrees to furnish to the Association information related to the financial and educational operation of the intermediate unit. Such information will be furnished as soon as possible but not more than thirty (30) calendar days of receipt of request by the Association.

### **D. Committee Reports**

The parties agree that during the period of negotiations, and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the press. Where secrecy would violate the right to know laws and other times either party feels it absolutely necessary to do so, release may be given provided that the party making the release notifies the other party in advance. At the time of impasse this provision is nullified.

## **VI - PROCEDURES FOR CONDUCTING NEGOTIATIONS**

### **E. Printing of Ratified Agreement**

The Board shall type all required and needed copies of the ratified Agreement booklet within thirty (30) days after ratification and print the Agreement booklet within ninety (90) days of the ratified agreement.

## **VII - NEGOTIATIONS OF A SUCCESSOR AGREEMENT**

### **A. Modification**

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

## **VIII – POSTING**

All professional positions either newly created, currently vacant, or anticipated to be vacant shall be posted and sent by direct mail to all bargaining unit members. The following procedure will be followed in filling positions:

1. The posting will include the type of position, its location, and what special qualifications or certifications are needed to fill said positions.
2. All such postings will be posted for a period of ten (10) calendar days after which a placement determination will be made.
3. The posting of vacancies will be made on an ongoing basis as they arise and are made known to the Administration. All such vacancies will be identified as temporary vacancies or vacant positions.
4. A temporary vacancy is one that becomes vacant when a member of the bargaining unit is on a Board-approved leave of absence or on extended sick leave to which bargaining unit member(s) has a right to return to. Only those temporary vacancies which begin and end with the school year will be posted and filled, up to the end of the second work week in September, by bargaining unit members. Thereafter, all temporary vacancies beginning after the end of the second work week in September and ending during the school year, or at its close, will not be posted and will be filled as prescribed by law and/or modified by other sections of this Agreement. A bargaining unit member who successfully bids on a temporary vacancy, as described above, will not have the automatic right to go back to their former position(s) unless it becomes vacant and posted in the future. It is understood that after the posting of all temporary vacancies and subsequent vacancies, which are a result thereof, are posted and filled, a substitute may be hired in a vacant position which is being held for a bargaining unit member on leave or for the bargaining unit member filling the temporary vacancy.
5. A newly created, or vacant position, as defined by the School Code, will be posted as they arise throughout the contract period. In the event a newly created position or a vacancy is declared and posted after the second work week in September, the bargaining unit member who successfully bids on the position will have the newly created or vacant position held for them until the beginning of the following school year. During the interim period, the posted position will be filled as prescribed by law and/or modified by other sections of this Agreement. In the event the position which is being held no longer exists in the new school year, then the successful bidder will have the option of maintaining their previous position, or bidding on any new position that arises at that time. All such vacancies that arise and are posted prior to the end of the second work week in September will be filled on or before that date by the successful bidder.

## VIII - POSTING

6. All temporary vacancies or vacant positions that are posted will be filled by bargaining unit members solely on the basis of seniority. However, in the event the position posted is not a typical classroom position and may require "*special*" qualifications, including but not limited to classroom experience, as in the case of the CSPD, transition specialist and the vocational coordinator, then the candidate with the best qualifications will receive the position. In the event qualifications are equal, then the bargaining unit member with the greatest seniority will receive the position.

Those individual(s) successfully bidding on a position which requires special training at the Board's expense will be barred from bidding on any other position(s) for a period of three (3) years unless released by the employer or, if the position is being eliminated, or if the individual(s) in question is facing realignment as a result of a furlough. In the event no member of the bargaining unit applies for the posted position(s), then the L.I.U.-18 Board can fill such position(s) from outside the unit.

## IX - TRANSFER OF ALL PROFESSIONAL EMPLOYEES

The term "*transfer*", as used in this Agreement, shall be defined as a change from one (1) teaching assignment, or from a current position or program, to another of the same at a different work location.

1. In the event a bargaining unit member(s) program(s) are being eliminated, reduced, curtailed, merged or re-aligned, which may result in a transfer of a bargaining unit member from their current program or position location to another program or position in the same school(s) or another school in a different school district(s), then the most senior bargaining unit members effected shall have the right to displace the least senior bargaining unit member from their position in the same building(s) from which the more senior bargaining unit member(s) are effected. In the event the effected senior bargaining unit members perform their assignments in more than one (1) building, then the most senior member(s) effected can only displace the least senior member in the multiple buildings to which they are assigned. If the most senior bargaining unit member chooses not to do so, or if there is no one to displace, then the senior bargaining unit member can bid on a new position as they are posted or, if the program from which they are displaced is moved to a new location, then said bargaining unit member can follow the program to the new location. If the option chosen by the most senior member(s) results in the displacement of the least senior member from their current assignment location as described above, then the least senior member will have to bid on a new position or have the right to follow the program(s) that are moved that caused their displacement. If either the senior or junior bargaining unit member chooses to follow the program(s) that cause the displacement, such program(s) will not be posted but automatically filled by either of the above. Failing to follow the programs will cause the programs to be declared open and subject to the bidding process. Bargaining unit members who are on approved leaves of absence such as, but not limited to: maternity leave, disability leave, and sabbatical leave, etc., and who have positions being held for them to return to at the end of same, will only be permitted to bid on one (1) new position during the period of their leave. If they are the successful bidder on the new position, then they give up the right to the position being held for them. If the new position that they successfully bid on is eliminated prior to filling it, then that employee will only be able to bid on those positions that are available to them at that time.

All such transfers shall be made known to the bargaining unit members no later than three (3) weeks before the opening date of school. No bargaining unit member will be transferred thereafter without their consent.

## **X - MATERNITY LEAVE POLICY**

A maternity leave policy is hereby established under authority of law and to become effective July 1, 1976.

All female employees who become pregnant or who are otherwise qualified hereunder are hereby granted a maternity leave for a reasonable period of time.

### **Period of Leave**

A pregnant employee who desires a maternity leave of absence shall submit an official written request for such leave to the Executive Director. Such request shall include a certification of pregnancy from the employee's physician and the beginning and ending dates for said leave. The term of leave shall be no longer than one (1) year. A request for maternity leave shall be submitted at least thirty (30) days prior to the beginning of the requested leave.

Additional leave, not to exceed a maximum of one (1) year may, at the Board's sole discretion, be granted to an employee because the employee is disabled and unable to return to work. Such disability must be verified by the employee's physician, including the additional anticipated beginning and ending dates for said additional leave. The Board will not unreasonably deny the request for an additional year for maternity leave.

Three (3) weeks notice shall be given by the Professional employee prior to returning to work.

### **Eligibility**

Any employee of the school shall be eligible for this leave on the basis of either pregnancy of the natural mother or immediate adoption of a new born infant by the employee.

A male employee will be granted a paternity leave similar to that given a female employee. A request for a paternity (child-rearing) leave shall be submitted at least thirty (30) days prior to the beginning of the requested leave.

### **Benefits While on Leave**

No salary shall be paid said employee, nor shall pension rights accrue during the period of leave. While on maternity leave as herein defined, the employee is entitled to sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, according to guidelines by the Equal Employment Opportunity Commission. Part 1604.10, issued under the Civil Rights Act of 1964.

### **Return from Maternity Leave**

Upon application by the employee on such leave to return to employment following such reasonable maternity leave, the Board shall offer her the job she held before going on leave or a substantially equivalent position. To the extent applicable, this regulation shall be administered in a reasonably consistent way with other leaves of absence as provided under the laws of the Commonwealth of Pennsylvania.

### **Miscellaneous**

The Board may require that request for sick leave while on maternity leave and for return to employment from the maternity leave will be supported by a physician's statement.

## **XI - LEAVES OF ABSENCES**

### **A. Sabbatical**

Any person employed in the public school system of this Commonwealth who has completed ten (10) years of satisfactory service as a professional employee or member of the supervisory, instructional or administrative staff, or as a commissioned officer, or any board of school directors, county board of school directors, or any other part of the public system of the Commonwealth shall be entitled to a leave of absence for restoration of health, or a leave of absence for Professional Development, or, at the discretion of the Board of School Directors, for classroom occupational exchange with the purpose of acquiring practical work experience in Business, Industry or Government, in accordance with the provisions set forth in Section 1166.1 of the Act setting forth the Amendment. At least five (5) consecutive years of such service shall have been in the school district from which leave of absence is sought, unless the Board of School Directors shall, in its discretion, allow a shorter time: Provided, however, that in the case of professional employees of area vocational-technical schools or technical institutes prior service in participating school districts shall be credited toward such service requirement. Such leaves of absence shall be for a half or a full school term, or for two (2) half school terms during a period of two (2) years, at the option of such person: Provided, however, if a sabbatical leave is requested because of the illness of an employee, a leave shall be granted for a period equivalent to a half or a full school term or equivalent to two (2) half school terms during a period of two (2) years: Provided, further that if a sabbatical leave for one half (1/2) school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the employee, upon written request prior to the expiration of the original leave, shall be entitled to a further sabbatical leave for one half (1/2) school term or its equivalent: Provided further, that if a sabbatical leave for a full school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the Board of School Directors may extend such sabbatical leave for such periods as it may determine, but not to exceed one (1) full school term or its equivalent. Thereafter, one (1) leave of absence shall be allowed after seven (7) years of service.

A sabbatical leave granted to a regular employee shall also operate as a leave of absence without pay from all other school activities.

The person on leave of absence shall receive one-half (1/2) of his or her regular salary during the period he or she is on sabbatical leave (Amended July 19, 1996.)

### **B. Military Leave of Absence**

- (a) Any employee of any school district, who shall have been regularly employed by any school district or vocational school district for any period, and who shall volunteer for military service in the armed forces of the United States of America in time of war or during a state of national emergency or who shall be inducted for military service in the Armed Forces of the United States of America at any time, shall within thirty (30) days after the receipt of notice to report for duty, send a copy of such notice to the secretary of the school board by which he/she is employed (subsection (a) amended March 20, 1956, P.L. 1309).
- (b) The secretary of the Board shall verify the information contained in the notice from any employee concerning selection or induction into military or naval service, and upon verification of such facts, shall record the same in the records of the school board and send notice thereof to said employee.

## **XI - LEAVES OF ABSENCES**

### **B. Military Leave of Absence (Continued from the previous page)**

- (c) Without further action by the Board of School Directors, the employee inducted into military or naval service shall forthwith be considered to be upon leave of absence for the entire duration of such service. All rights and privileges shall be reserved to such employee as if he continued in the service of said school board: provided, that no such leave of absence shall be granted unless said employee shall, in writing, agree upon termination of the said leave on return to employment in said school district for a period of not less than one (1) year.

### **C. Reinstatement in Former School Position**

Upon termination of the military service of such an employee, the school board shall immediately return said employee to same position in the same school or schools, from which said employee was granted leave of absence, or, if this is impracticable in the opinion of the board, then to a similar position. (Amended March 20, 1965, P.L. 1309.)

### **D. Rights Preserved During Leave of Absence**

- (a) Whenever a contract is required by law and whenever a contract actually exists between the school board and the employee, the same shall be considered to continue in full force and effect during said leave of absence.
- (b) Increments shall not be abated during said leave of absence, but shall continue to accrue to such employee.
- (c) The Board shall pay into the Public School Employees' Retirement Fund on behalf of each employee, in addition, to the contributions required by law to be made by it, the full amount of the contribution required by law to be paid by the employee, so that such employee's retirement rights shall in no way be affected by such leave of absence. If any such employee resigns, or fails to return to his employment as provided in this act, the amount contributed by the Board under this sub-section shall be deducted from the refund payable to such employee under existing law, and the amount so deducted shall be refunded to the Board by which it was paid. If any such employee shall return within one (1) year from the date of his discharge from military service to school service in any other school district within this Commonwealth, or as an employee of any institution or board, the employees of which are entitled to membership in the Public School Employees' Retirement Association in accordance with the provisions of this act, approved the eighteenth (18) day of July, one thousand nine hundred seventeen (Pamphlet Laws 1045), as amended, he shall be entitled to have full credit for each year he spent in military or naval service upon his restoring to the Public School Employees' Retirement Fund, to the credit of the annuity savings account, his total accumulated deductions in the amount they should have been at the time he resigned from, or failed to return to, the Intermediate Unit from which he entered military or naval service. Such back payments may either be paid in a lump sum or by such monthly payroll deductions as may be approved by the Public School Employee's Retirement Board.
- (d) The period of said leave of absence shall be considered as service to the Board in the matter of seniority rights and credit toward the time necessary for sabbatical leave. Such leave shall not be regarded as a sabbatical leave.

**XI - LEAVES OF ABSENCES**  
**(Continued from the previous page)**

**E. Payment of Salaries in Cases of Sickness, Injury or Death**

- (a) In any school year, whenever a professional or temporary professional employee is prevented by illness or accidental injury from following his or her occupation, the board shall pay to said employee for each day of absence, the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of twelve (12) days for 12-month employees, eleven (11) days for 11-month employees, and a period of ten (10) days for 10-month employees. Any such unused leave shall be cumulative from year to year in the Luzerne Intermediate Unit of current employment, without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one (1) or more school years. No employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.

Professional and temporary professional employees who sever their employment with one (1) school district and enter into employment with another school district shall be entitled to all accumulated leave not exceeding a maximum of twenty-five (25) working days acquired during their employment in the school districts of the Commonwealth.

The Board may require the employee to furnish a certificate from a physician or other practitioner certifying that said employee was unable to perform his or her duties during the period (three [3] consecutive days) of absences at any one (1) time for which compensation is required to be paid under this section. (Amended July 1, 1969, Act No. 51).

- (b) Whenever a professional or temporary professional employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days. The Board may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his home.
- (c) Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law. (Amended December 22, 1965, P.L. 1180).
- (d) All compensation required to be paid under the provision of this act shall be paid to the employee in the same manner and at the same time said employee would have received his salary if actually engaged in the performance of his/her duties.

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**XI - LEAVES OF ABSENCES**  
**(Continued from the previous page)**

**E. Payment of Salaries in Cases of Sickness, Injury or Death (Continued)**

- (e) Any Board may adopt rules or regulations pertaining to the payment of salaries of employees when absent from duty, extending the period of leave with or without pay in excess of that herein provided, or authorizing leaves with pay for other purposes. This act is not intended to repeal any rule or regulation of any Board of School Directors now in effect which does provide for such additional compensation or additional period of leave with pay. (Amended December 22, 1965, P.L. 1180).

**F. Legal Leave**

Employees in the bargaining unit shall be granted paid leave to appear, or otherwise participate, in legal proceedings where the employee or the student individually are a party, plaintiff or defendant in the proceedings where the litigation is related in some way to the professional employees' employment.

Employment does not relate to work stoppage or litigation between the Board and the employee.

**G. Unpaid Leave**

A member of the bargaining unit who is unable to perform their services because of personal illness and has exhausted all sick leave available shall be granted a leave of absence without pay for a period of one (1) year with any additional leave to be at the discretion of the Board.

**XII - PROFESSIONAL BUSINESS DAYS**

In our rapidly changing society, teachers must constantly review curricular content, teaching methods, and materials, educational philosophy and goals, social change and other topics related to education. The Board and the Association shall support the principle of continuing training of teachers and the improvement of instruction.

- A. Professional business days shall be used for the purpose of:
1. Visitations to view other instructional techniques of programs.
  2. Conventions, conferences, workshops, or seminars conducted by colleges, universities, professional associations, and the Pennsylvania and National Education Association and/or affiliate departments thereof or to visit other schools, media center program or curriculums.
- B. No professional employee shall take more than three (3) professional days during the regular school year. These professional days shall not be three (3) consecutive days unless the three (3) days are used in direct conjunction with a convention, conference, workshop or seminar as set forth in item A.

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## **XII - PROFESSIONAL BUSINESS DAYS (Continued from the previous page)**

- C. Any professional employee shall be granted a professional business day without loss of pay or benefits, at the discretion of the Executive Director and shall not be unreasonably denied. Expenses in excess of the regular salary shall be at the discretion of the Board.
- D. Application for professional business days must be postmarked two (2) weeks prior to the regular meeting of the Board.

## **XIII - ASSOCIATION RIGHTS AND PRIVILEGES**

### **A. Association Days**

The President and/or the representatives of the Association shall be permitted release time with pay to attend a maximum of eighteen (18) man days annually to be used for NEA and/or PSEA affiliated meetings per school year. Whenever possible, the Association shall provide the Board with ten (10) days notice of Association Day(s) utilization.

### **B. Association Official Leave**

Upon application, a leave of absence shall be granted at the sole discretion of the Board to any employee in the bargaining unit for the purpose of serving in an association elective office at the state or national level. Such leave shall be for a period of time not less than the full term of the office held. Said leave of absence may be terminated at any time by the employee upon written notification to the employer.

If possible, upon expiration or termination of leave, the employee shall be returned to the same position in the same building as that held previously. The employee shall be placed on the salary schedule at the step which would have been appropriate had such leave never been taken.

All other rights and benefits shall be restored to the employee as fully as if such leave had never been taken.

Seniority shall accrue during the period of leave.

## **XIV - PERSONAL DAYS**

- A. Each member of the bargaining unit will receive three (3) unrestricted personal days. Whenever possible, prior notice of 24 hours shall be given.

All unused personal days at the end of the school year will be converted to the respective teacher's unused accumulated sick leave for the following school year.

### **B. Religious Holidays**

The Board agrees to provide up to two (2) days per school year for members of the Jewish or Orthodox faith to observe High Holy Days when the observance prevents the teacher from working on such days not provided in the school calendar. The two (2) High Holy Days for those of the Jewish faith are: The First Day of Rosh Hosannah and the First Day of Atonement. The two (2) High Holy Days for those of the Orthodox faith are: Christmas and Good Friday. The Board will establish a procedure to be followed in order to comply with the above.

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## **XIV - PERSONAL DAYS (Continued from previous page)**

### **C. Days Not Charged**

The Board agrees that absences due to injury or contraction of occupational diseases, i.e., mumps, scarlet fever, measles, hepatitis, chicken pox, contagious conjunctivitis (pink eye), impetigo contagiosa, pediculosis capitis (headlice), scabies, tonsillitis, trachoma or favus, in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The above days will be charged against the sick leave bank and subject to the rules and regulations of same.

**Student Referral System:** In the event a student is suspected of having a contagious illness or disease, such student will be immediately removed from the classroom and referred to the employee's immediate supervisor for proper medical referral. If a student has contracted a contagious disease and/or illness, then such child may re-enter school as per Commonwealth's Health Regulations for Communicable and Non-Communicable Diseases, Chapter 27, Section 27.71, Amended January 13, 1979, which states as follows:

*"No person excluded from any public school on account of having, or of being suspected to have, a disease for which isolation is required shall be re-admitted until he or she presents a certificate from a physician stating that the condition for which the person was excluded was not communicable or until he or she presents a certificate from the health authorities indicating release from isolation."*

*"No person suffering from acute contagious conjunctivitis (pink eye), impetigo contagiosa, pediculosis capitis (head lice) pediculosis corporis (body lice) scabies, tonsillitis, trachoma or favus shall be permitted to attend any public school. The teachers of public schools and principals, superintendents shall exclude any such persons from said schools, such exclusions to continue until the case has recovered."*

## **XV - CLASSROOM TEACHER PLANNING**

Each professional employee in the regular classroom and each itinerant teacher shall have one (1) forty-five (45) minute planning period per day free from all classroom activity whenever it is possible during the regular and normal day in the assigned school. As soon as it has been determined that the scheduling of one (1) preparation period per day is a problem, then a committee comprised of four (4) teachers and administrative personnel shall meet to resolve any unresolved planning period problem in a particular building.

In the event there is no resolution to the above problem, the bargaining unit member who does not receive the requisite number of planning periods will be paid for each preparation period not scheduled, the hourly rate paid for summer school employment. All such payments will be made on a regular basis through the bargaining unit members bi-weekly paycheck.

## **XVI - PROFESSIONAL PERSONNEL PROVISIONS**

### **A. Payment of Fringe Benefits**

All fringe benefits including retirement payment, hospitalization, insurance, etc., shall not be paid by the Board during such time as an employee is on maternity leave or any unpaid leave of absence. Employees may continue any or all such benefits by remitting the cost of such benefits to the Board on a pre-pay basis. Payment must be received by the Board prior to the due date of such payment.

Payment of Medical Benefits/Unpaid Leaves: Any member of the bargaining unit who receives an unpaid leave of absence, in order to be eligible for the payment of any or all medical benefits, must work or receive credit for (vacation, sick days, personal days) a minimum of five (5) days in any particular month. The only exception to the above will be in the event the schools are not in session or due to circumstances beyond the control of the I.U. or contributing school districts. This article will not be used as a basis to deny a member of the bargaining unit an unpaid leave as requested.

### **B. Teacher's Records**

The Board shall keep all pertinent teacher's records, including health records, in the Intermediate Unit office. An individual's file will be available for his or her inspection. Each professional employee shall initial his/her records when he/she reviews his or her files. The individual shall have the opportunity to prepare a response which will be initialed by the Executive Director and attached to the individual's file.

### **C. Vacations**

Any professional employee having an eleven (11) month contract shall be entitled to five (5) weeks vacation. Vacations are to be taken from June 15<sup>th</sup> to September 1<sup>st</sup> or any other time at the discretion of the Executive Director. It is understood that the week of the Fourth of July Holiday is one (1) of the five weeks. Four (4) of the five (5) weeks are not to be included in the eleven (11) month work period. Eleven (11) month employees shall follow the school calendar to which they are assigned from the beginning of school to the ending of school, thereafter they will follow the adopted summer calendar of the Intermediate Unit.

### **D. Maintenance of Membership**

Article III, subsection 18, Act 195. That all employees who have joined an employee organization, or who join the employee organization in the future, must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee or employees may resign from such employee organization during a period of fifteen (15) days prior to the expiration of any such agreement.

**(Continued)**

**XVI - PROFESSIONAL PERSONNEL PROVISIONS (Continued from the previous page)**

**E. Fair Share**

1. The Association will extend, to all non-members, the opportunity to join the Association.
2. Each non-member in the bargaining unit represented by the Association shall pay a fair share fee in the amount specified to the Board by the Association through payroll deductions. The amounts deducted shall be transmitted to the Association monthly.
3. If any legal action is brought against the Board 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 Board at the expense of the Pennsylvania State Education Association (P.S.E.A.) and through counsel selected by the PSEA. The Board agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in defense of the case.
4. The Association agrees, in any action so defended, to indemnify and hold the Board harmless for any monetary damages the Board might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the Board, or as a result of the Board's failure to properly perform its obligations under this Article.
5. The Board and the Association agree to comply with all provisions of said law.

**F. Jury Duty Leave**

A professional employee who is selected for jury duty shall be compensated at his or her per-diem rate, less the amount received for jury duty.

**G. Reimbursement for Travel Expense**

Professional employees who use their personal vehicles in the performance of their duties shall be reimbursed on the rate to be determined based on the IRS allowance as of the beginning of each contact period with this figure to remain constant for that contract year subject to applicable state laws. Employees shall be compensated at the rates provided above from where their work day begins to where their work day ends as prescribed by their prepared schedule and assignment, provided that those miles are actually traveled. It is further understood that the above employee will sign in at the school office where their work day begins and sign out at the school or office where their work day ends.

Classroom teachers assigned to make home visits as a part of In-Service Activities, and for which credit for an In-Service Day is allowed, shall be reimbursed for any such travel at the rate established above per mile. Payment will be made following the submission of the Travel Reimbursement Request Form to the proper supervisor for his/her approval. The Travel Reimbursement Request Form shall list the date of travel, mileage and name and address of the pupil. Mileage shall be computed from school to the first home visited to the last home on the day's schedule and then to the school (point of origin). Schedules of home visits must be pre-approved by the Director of Special Education or his/her designated agent in order to qualify for travel reimbursement.

**(Continued)**

## **XVI - PROFESSIONAL PERSONNEL PROVISIONS (Continued from the previous page)**

### **H. Post Regular Day Assignments**

Parental conferences which cannot be scheduled during the regular instructional day, specifically as it applies to the writing of individualized educational programs (IEP), will be scheduled beyond the regular day. Conferences shall be mutually scheduled by the parent and the teacher. The employee, for the first five (5) hours of post regular day conferences, shall receive compensatory release time. Such conferences beyond five (5) hours shall be compensated at the same hourly rate paid for summer school hours.

### **I. Summer Employment**

The Board agrees to continue and maintain its past practice of filling summer teaching positions for the duration of this agreement.

Summer School - The summer school rate will be determined by the average of the summer school rates paid by the twelve (12) member school districts.

### **J. Absorbing Other Employee Assignments**

Any teacher, who in addition to performing their own duties/class assignments, is required to cover or teach a class or assume duties for a teacher who is absent and when it is not possible, practical or feasible to provide a substitute teachers shall receive compensation time, which when accumulated, will be taken in one-half (1/2) day or one (1) day(s) block(s) of time. The administration staff shall secure and maintain a list of volunteers who desire to assume this responsibility. However, in the event there are no volunteers available for covering the aforementioned assignments, the administrative staff shall then assign personnel to this responsibility. Every effort shall be made to rotate assigned personnel to this responsibility.

### **K. Seniority-Rights Furlough**

1. In the event a member of the bargaining unit is to be suspended for any of the causes enumerated in Section 1124 of the Public School Code of 1949, as amended, such suspensions will be in conformity with Section 1125.1, as amended by Act 97, 1979, of the Public School Code.

In the event of a suspension/furlough, any person identified for furlough shall be retained in his/her position if, through realignment of other employees in areas for which they are certified, a less-senior employee can ultimately be furloughed.

In the event a furlough is attributed to a transfer of entities, the Board and the Association will, once the notice of the transfer of entities is made known, meet immediately thereafter to see what can be done to facilitate an orderly transfer of the programs and/or the effected/furloughed teachers.

## **XVI - PROFESSIONAL PERSONNEL PROVISIONS (Continued from the previous page)**

### **K. Seniority-Rights Furlough**

2. **Floating Teachers:** The Board agrees to create the position of "*Floater Teacher*" which will be filled by bargaining unit members who are suspended and not recalled to fill the positions of bargaining unit member(s) on approved leaves. Bargaining unit members filling such a "Floater" position in their areas of certification will not suffer a demission of salary and/or benefits provided by the Agreement.

A mutually agreeable plan will be developed by the Board, the Administration and the Association governing the utilization of Floater Teacher.

3. **Ratings / Evaluations:** If a professional employee is rated or evaluated, they shall be rated or evaluated as being satisfactory or unsatisfactory. In the event an evaluation is less than satisfactory, it must be accompanied by written specific recommendation for improvement with a commitment for direct assistance in implementing such recommendation by the evaluator.

Employees shall be given a copy of any class visit or evaluation report prepared by the evaluator. Such copy will be provided not later than seven (7) work days after the observation, but not less than two (2) days prior to the conference to discuss it. A mutually agreeable conference date and time to discuss the report will be scheduled as soon as possible. The employee shall have the right to submit a written response to the evaluation which shall be attached to the file copy.

### **L. Position on Salary Schedule**

In addition to the current salary column titles, a professional employee who has met the state requirements in the area of teaching and/or work assignment currently performed will be placed on the appropriate salary schedule based on the baccalaureate degree held, the state certification or state license in their field, as well as being issued a permit by the Pennsylvania Department of Education for their position in the Intermediate Unit.

It is further agreed that the professional employee who has met the above requirements will also be eligible for additional columnar salary increases based on the number of credits earned beyond their state certification or license.

### **M. Individualized Educational Programs**

1. Release time for the preparation of I.E.P. and conferences. The Board shall provide those classroom teachers assigned to prepare Individual Educational Prescriptions and the concomitant conferences associated with said prescriptions with release time as follows:
  - a. The preparation of and conference for Individual Educational Prescriptions for fourteen (14) or less students, two (2) work days or the equivalent of two (2) work days.
  - b. For the preparation of and conference for Individual Educational Prescriptions for fifteen (15) or more students, three (3) work days or the equivalent of three (3) work days.
2. Classes shall be covered by substitutes during the release time and there will be no double coverage required unless there is an emergency.

## **XVII - PROFESSIONAL NOTIFICATION**

1. The Board shall notify each professional employee in writing, within thirty (30) days after the ratified agreement, of the following:
  - a. Salary for the following year.
  - b. List of accumulated sick days up to the end of that school year.
2. Minutes shall be made available at the Intermediate Unit office at the convenience of the secretary.

## **XVIII - PUBLIC RECORDS**

Public records shall be made available in total for inspection at the administrative office at a time mutually convenient to both parties and the Board shall supply photostatic copies to the Association of those portions which deal exclusively with personnel.

## **XIX - INSURANCE AND HOSPITALIZATION AND RETIREMENT**

The Board will pay full yearly coverage on all benefits as described below for all professional employees:

- A. Term Life Insurance:** Increase the current term life and Accidental Death and Dismemberment policy as follows:

**2005-2010 -- \$50,000.00**

If possible, the Board will provide an optional conversion from term life insurance to whole life insurance in the second year (1991-92) of the agreement. This provision is subject to the acceptance and conditions of the insurance carrier.

- B. Health Insurance:** Blue Cross - 365 day hospital coverage and Blue Shield (for doctor's charges) with Major Medical Insurance coverage of \$1,000,000.00 with an annual 80% / 20% co-insurance to the first \$2,000.00 and with 100% payment from \$2,000.00 to \$1,000,000.00. The number of Major Medical family deductibles has been reduced to one (1). The current Mental/Nervous conditions life-time maximums will be \$50,000.00. The current coverage includes dependent full-time students to age 23.

**(Continued)**

**XIX - INSURANCE AND HOSPITALIZATION AND RETIREMENT  
(Continued from the previous page)**

**B. Health Insurance (Continued):**

1. Any employee hired on or after the effective date of this agreement will receive individual health, dental and vision coverage. If the employee wishes to apply for a plan to cover their spouse and/or children, they will be responsible for the difference in premium between the individual plan and the plan selected. At the end of the three (3) year period, the employee is eligible for dependent coverage as enumerated above.

**C. Dental Insurance:** The Board shall provide dental insurance for all professional employees and their dependents which includes: a 100% UCR Basic, 100% UCR Supplemental Basic Coverage. The dental program will be expanded in the first year of the Agreement to provide 50% UCR Prosthetic, Periodontic and Orthodontic Coverage. The coverage is limited to a maximum of \$1,000.00 per individual per calendar year and Orthodontics coverage is limited to a maximum of \$800.00 per individual lifetime maximum. The expanded dental insurance will only be provided to the bargaining unit member with his/her right to purchase dependent coverage at their expense on an annual basis subject to the carrier's policies.

**D. Payment for Unused Sick Leave:** Upon reaching retirement age, a member of the bargaining unit will be paid for each unused sick day at the time of retirement. The amount to be paid in each year of the Agreement will be determined as follows: The amount that each contributing district(s) pays for unused sick leave will be totaled and divided by that number of districts to receive a simple average.

In order to qualify, notice of intent to retire must be given to the Board by the bargaining unit member on or before March 1<sup>st</sup> of the school year preceding the school year of retirement. This benefit will be made part of their final salary.

**E. Early Retirement Incentive Policy**

1. Any full-time professional employee who is eligible for early or normal retirement under the Public School Employees Retirement System (PSERS) and/or State Employees Retirement System and who has completed ten (10) years of full-time employment in the Intermediate Unit shall be eligible for the following retirement incentive program.
2. Upon retirement eligible professional employees shall receive an incentive payment based on the employee's age at the time of retirement and calculated as a percentage of their last full year's salary, not including any incentives or salary for co-curricular positions, according to the table below.

<u>YEARS OF SERVICE</u>						<i>Incentive</i>
<i>NOW</i>	<i>1<sup>ST</sup></i>	<i>2<sup>ND</sup></i>	<i>3<sup>RD</sup></i>	<i>4<sup>TH</sup></i>	<i>5<sup>TH</sup></i>	<i>% of Last Years Salary</i>
<i>25-30</i>	<i>25-29</i>	<i>25-28</i>	<i>25-27</i>	<i>25-26</i>	<i>25</i>	<i>75</i>
<i>31</i>	<i>30</i>	<i>29</i>	<i>28</i>	<i>27</i>	<i>26</i>	<i>74</i>
<i>32</i>	<i>31</i>	<i>30</i>	<i>29</i>	<i>28</i>	<i>27</i>	<i>73</i>
<i>33</i>	<i>32</i>	<i>31</i>	<i>30</i>	<i>29</i>	<i>28</i>	<i>72</i>
<i>34</i>	<i>33</i>	<i>32</i>	<i>31</i>	<i>30</i>	<i>29</i>	<i>71</i>
<i>35</i>	<i>34</i>	<i>33</i>	<i>32</i>	<i>31</i>	<i>30</i>	<i>70</i>
<i>36</i>	<i>35</i>	<i>34</i>	<i>33</i>	<i>32</i>	<i>31</i>	<i>69</i>
<i>37</i>	<i>36</i>	<i>35</i>	<i>34</i>	<i>33</i>	<i>32</i>	<i>67</i>
<i>38</i>	<i>37</i>	<i>36</i>	<i>35</i>	<i>34</i>	<i>33</i>	<i>65</i>
<i>39</i>	<i>38</i>	<i>37</i>	<i>36</i>	<i>35</i>	<i>34</i>	<i>63</i>
<i>40</i>	<i>39</i>	<i>38</i>	<i>37</i>	<i>36</i>	<i>35-36</i>	<i>61</i>
<i>41</i>	<i>40</i>	<i>39</i>	<i>38</i>	<i>37-38</i>		<i>49</i>
<i>42</i>	<i>41</i>	<i>40</i>	<i>39-40</i>			<i>42</i>
<i>43</i>	<i>42</i>	<i>41-42</i>				<i>34</i>
<i>44</i>	<i>43-44</i>					<i>25</i>
<i>45</i>						<i>15</i>

## **XIX - INSURANCE AND HOSPITALIZATION AND RETIREMENT**

### **E. Early Retirement Incentive Policy (Continued from the previous page)**

3. Retiring employees will normally receive their incentive payments in three (3) equal installments payable before January 31 of each year after retirement. If the retiring employee should die in the year of retirement and/or during the payment period, the incentive payment shall be paid to the employee's designated PSERS beneficiary.
4. The retiring employee shall continue to receive the health insurance benefits provided in Article XIX, Section B, C, and G. of this Agreement for the individual employee until the employee attains the age of 65 or becomes eligible for Medicare, whichever is sooner, providing the insurance carrier permits retired employees to be included in the group policy. Subject to the policy of the insurance carrier, the retired employee may purchase similar health insurance coverage for members of his or her family. If coverage comparable to said insurance program is made available without cost by the employer of the retired employee's spouse, or by another employer of the retired employee, the Board shall be relieved from providing said coverage to the retired employee as long as that coverage is available.

All retirees, new and existing, if they qualify for reimbursement, shall pay the first One Hundred Dollars (\$100) per month (\$1200 per year) of the premium towards the cost of the health insurance on retirement provided herein as a condition of continued receipt of the health insurance benefit on retirement. This rate will be set by the state and/or PSERS reimbursement rate.
5. Employees wishing to take advantage of the Early Retirement Incentive program must notify the Executive Director in writing of their intention by April 1st, for those planning to retire prior to the opening of or during the next school year. The Board may limit the number of employees receiving the Early Retirement Incentive in any one year, based on budget constraints; in which case, applicants with the greatest amount of seniority within the Intermediate Unit will be granted the retirement incentive.
6. Employees who have retired may apply for part-time substitute teaching positions.

### **F. Sick Leave Bank**

A total pool of forty-five (45) days per fiscal year shall be placed in a sick leave bank for unusual and extended illness of professional employees to be determined and reviewed by a committee composed of the Executive Director, the President and the Secretary of the Luzerne Intermediate Unit Board of School Directors and the President and Secretary of the Teacher's Association or as otherwise specified in the Collective Bargaining Agreement. Any such unused sick leave from the forty-five (45) days per fiscal year shall be cumulative from one fiscal year to another fiscal year in the Intermediate Unit provided the sick leave bank shall not exceed one hundred five (105) days at the beginning of any fiscal year including the forty-five (45) days allowed for the beginning of the fiscal year upon which prior unused sick leave has been accumulated.

- G.** A Blue Cross/Blue Shield Vision Care Program will be provided for each employee and his or her dependents. The current Blue Shield Vision Care Program will be improved to include coverage to students to age 23 and following increase in payment schedule:

Contact lenses when medically necessary - hard \$150.00 - soft - \$200.00. Not medically necessary - \$50.00.

## **XIX - INSURANCE AND HOSPITALIZATION AND RETIREMENT**

### **H. Benefit Waiver Policy**

1. All bargaining unit members may reduce or waive coverage for hospitalization, medical-surgical, major medical, dental and vision insurance coverages offered in four (4) available combinations.
  - A. Hospitalization, medical-surgical, major medical, dental & vision.
  - B. Hospitalization, medical-surgical, major medical.
  - C. Dental.
  - D. Vision.
2. All eligible bargaining unit members waiving health insurance benefits will be reimbursed thirty-five percent (35%) of the premium cost of the affected coverage.
3. To exercise waiver of benefits, an employee must submit a completed Request For Employees Benefit Waiver to the Business Office for review and approval. The waiver must be submitted no later than May 15th for implementation in the proceeding school year.
4. The benefit waiver period begins July 1st of each fiscal year and terminates June 30th of the proceeding year.
5. Payment to the employee for waiver of health benefits will be made on December 1st and on June 1<sup>st</sup> of the same school year. Payment will be separate from the employee's base pay. Employees hired after July 1st of the school year, and who elect to waive health benefits, will receive a pro-rated reimbursement for the period.
6. The request to waiver health benefits will be ongoing unless discontinued by the employee. Such discontinuance must be done at the end of each benefit period (June 30th) unless discontinued earlier for emergency situations as listed below.
7. Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the Business Office. Reinstatement of the affected benefits will occur on the first day of the month proceeding the date of approval. Payment for the waived period of benefits will be pro-rated.
8. An emergency is defined as an unforeseen change in an individual's circumstances.
9. In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health insurance benefits provided to all other Bargaining Unit employees.
10. In no event will the waiver policy be used to circumvent any rights an employee or their dependent may have under any state and/or federal rules, regulations, or law.
11. To be eligible for this benefit, the employee must be enrolled in the LIU benefit plan as of September 1, 2005, or thereafter.

## **XIX - INSURANCE AND HOSPITALIZATION AND RETIREMENT**

### **H. Benefit Waiver Policy**

**Health Insurance Re-opener:** In the event that seven (7) of the twelve (12) school districts comprising the LIU are successful in negotiating with their respective professional employee bargaining units a form of “*premium cost sharing*” towards the purchase of health insurance similar to or better than such benefits received by the Luzerne Intermediate Unit Education Association bargaining unit member, said bargaining unit members shall be obligated to pay an amount which would occur, then and only then will the parties to this agreement reconvene to determine the “*appropriate amount*” of cost sharing for those receiving health insurance coverage. In the event the parties to this agreement cannot agree on what is the “*appropriate amount*” within sixty (60) work days from the beginning of said negotiations then either party can have the matter referred to “*last best offer*” arbitration under the rules and regulations of the Pennsylvania Bureau of Mediation. It is expressly understood that the decision of the Arbitration is “*final and binding*” on both parties.

## ARTICLE XX - GRIEVANCE PROCEDURE

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

The parties agree that grievances which arise out of the interpretation of this Agreement, shall be resolved in accordance with the grievance procedure described in Appendix "B" attached hereto and made a part of this Agreement.

### A. Definition

A grievance is a claim by any professional employee, or group of professional employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

**Level One** - Information discussion with their immediate Program Director or the grievant's immediate supervisor.

**Level Two** - If the action in Level One fails to resolve the grievance, the grievant may invoke the formal grievance procedure on the forms provided by the Association within thirty (30) days of the occurrence of the grievance. If the grievance involves more than one school building, it may be filed with the Executive Director or his/her designee.

**Level Three** - Within five (5) school days of the receipt of the grievance, the Program Director shall meet the Association designated representative(s) and/or the grievant in an effort to resolve the grievance. The Director shall indicate his or her disposition within five (5) school days of such meeting. A copy of this disposition shall be furnished to the President of the Association and the grievant after the school day.

**Level Four** - If the action in Level Three fails or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Executive Director. Within five (5) school days, the Executive Director and his/her designee shall meet with the Association designated representative(s) and/or the grievant and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting. A copy of the disposition shall be furnished to the President of the Association and the grievant.

**Level Five** - If the action in level Four fails to resolve the grievance, and if the Association is not satisfied with the disposition of the grievance, the Association may transmit the grievance to the Intermediate Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board no later than its next regular meeting or two calendar weeks, whichever shall be later may hold a hearing on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter, with or without a hearing. A copy of the disposition shall be furnished to the President or the Association and the grievant.

**Level Six** - If the action in level Five fails to resolve the grievance, the Association may submit the grievance(s) to binding arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the Bureau of Mediation in accord with Act 195, Article IX, Section 903. The time limits in this procedure shall be observed but may be extended by written agreement by the parties. In the event a grievance is filed after May fifteenth (15), of any year, and strict adherence to the time limits may result in hardships to any parties; the Board and the Association and/or grievant may agree to establish new time limits. If no agreement can be reached on the time limits, strict adherence to the time limits set forth in the grievance procedures will be followed.

The Association designated representative(s) and a reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure without loss of pay or benefits.

## **XXI - NO STRIKE OR LOCK OUT**

As a condition of the various provisions of the Agreement to which the parties have agreed, the Association pledges that members of the Association will not engage in a strike of any kind for any reason during the terms of the AGREEMENT, and the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this Agreement.

## **XXII - DEDUCTIONS**

### **A. Dues**

The Board agrees to deduct dues from the payroll checks of a member of the Association upon receipt of executed authorization from the member of the Association in accordance with the form attached to this agreement marked Exhibit (A).

### **B. Payroll Deductions**

The Board agrees to have payroll deductions for savings bonds and credit unions upon receipt of executed authorization from the member of the Association.

## **XXIII - APPROPRIATION OF REVENUE**

1. It is clearly understood that any contract negotiated for any Intermediate Unit professional employee for any fiscal year is contingent on the Pennsylvania Department of Education or the federal government's appropriation of said revenue or contracts effected will be renegotiated. Any negotiations required if unresolved following forty-five (45) days of negotiations shall be submitted to binding arbitration with the understanding that this contingent provision applies to this section only.
2. However, before the above clause is enacted, the Board of Directors agrees to make every effort permissible within the limits of law to preclude the renegotiation of this contract.
3. If after the Board of Directors have made every effort permissible within the law and if this contract must be renegotiated and if the consensus is that a reduction in the negotiated salaries is necessary during the 1982-1985 contract years, such decreases will, if necessary, be prorated over all Intermediate Unit employees.

## **XXIV - MEET AND DISCUSS**

The Board agrees that its administration consisting of a four (4) member committee and the Luzerne Intermediate Unit Teachers Association of a committee of four (4) members will meet and discuss on policy matters, affecting wage, hours and terms and conditions of employment as well as impact thereon upon request by public employee representatives at a time to be agreed by both parties.

## **XXV - THIRTY MINUTE LUNCH PERIOD**

Professional and temporary professional employees shall be allowed a lunch period free of supervisory or other duties of at least thirty (30) minutes.

## XXVI - WORKING CONDITIONS

### A. Unsafe Working Conditions

No professional employee shall be required to work in any unsafe working condition.

### B. Reasonable Force

A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil as is sanctioned by state law.

### C. Assault

**Legal Assistance:** The Board shall give full support including legal advice and other assistance for any assault upon the teacher while acting in the discharge of his/her duties.

### D. Reporting Assaults

**To principal or immediate supervisor.** Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

**Program Director.** Such notification shall be immediately forwarded to the Program Director who shall comply with any reasonable request from the teacher for information in the possession of the superintendent and/or Executive Director relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

### E. Reimbursement for Loss and Damage

If permissible by law, the Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher due to an assault by a student or parent, while on duty in the school, on the school premises, or on a school-sponsored activity which is verifiable beyond a reasonable doubt.

### F. Worker's Compensation

1. All employees are covered by Worker's Compensation Insurance for injuries sustained while on duty. All accidents shall be reported on the proper forms which will be supplied the employees' immediate supervisor or the Intermediate Unit Office.

#### 2. Absence Due to Injury

Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave. The Board shall pay such employee the full amount of his/her salary from the sick leave bank until he/she is eligible for Worker's Compensation Benefits provided under no circumstances shall the employee receive money in excess of their salary rate arising out of any particular incident.

(Continued)

## **XXVI - WORKING CONDITIONS (Continued from the previous page)**

### **G. Medication**

No employee shall be required by the employer to dispense or administer medication or perform any other medical functions except for school nurses as provided for in the School Code of 1949, as amended.

In a life threatening situation/emergency when a nurse is not available, an employee should use their best discretion in aiding the child.

### **H. Provisions for the handicapped Student**

When a student handicapped to the extent that special care is required is assigned to an employee, the Intermediate Unit will attempt to provide an appropriate consultant to advise the employee as to how to handle day to day emergency situations involving the handicapped student. The Intermediate Unit shall defend and indemnify an employee from and against any and all liability, claims or suits arising out of the implementation of the above instructions or if the employee exercises good judgment and common sense in handling of a situation not covered by prior instruction through the Board's liability insurance carrier.

### **I. Contagious/Communicable Diseases**

Employees of the Board, by the very nature of their assignments, are exposed to students and environmental contacts which increase their susceptibility to contacting diseases above the norm.

Therefore, the Board agrees to provide at no expense to the employee the opportunity to receive the necessary inoculation immunizing them from contacting such contagious/communicable diseases as determined by the Pennsylvania Department of Health as set forth in Section 27.71 of the Department of Health Regulations dealing with communicable diseases in school children with the addition of hepatitis and aids when and if a vaccine is available.

The decision to receive these inoculations shall be at the sole discretion of the employee.

### **J. Classroom Facilities**

In keeping with the Board of Directors duty to provide necessary and suitable facilities, (schools and classroom) comparable to those provided non-special education students, instructional space (classrooms) will be provided that are equipped to meet the special needs of special education students attending Intermediate Unit operated classes. Such classrooms will be furnished equipped, and maintained in a proper manner to facilitate the instructional process and implementation of the student's Individualized Educational Program. Suitable provisions shall be made for adequate heating, ventilating, acoustical treatment, lighting and sanitary conditions so that every pupil in such classroom shall have proper and healthful accommodations.

Itinerant teachers and specialists shall be provided with the same suitable and appropriate space for working with their exceptional school-aged persons individually or in small groups within a school building.

The Board will make every effort to accomplish the above for the benefit of the student, the professional and non-professional employee in compliance with existing law.

## **XXVI - WORKING CONDITIONS (Continued from the previous page)**

### **K. Non-Teaching Duties**

The Board and Association acknowledge that the teacher's primary responsibility is to teach and every effort will be made to minimize the non-teaching duties that have no educational value and where the authority of a professional employee is not required and that his/her energies should, to the greatest extent possible, be utilized to his/her profession. Whenever possible, bargaining unit members should not be given non-instructional responsibilities.

## **XXVII - WAGES AND SALARY PROVISIONS**

The salary schedule for bargaining unit members will be computed as follows:

1. A final average salary scale for a Bachelor's Degree and a Master's Degree will be computed by using the B.S. and M.S. salary scales in effect between December 1st and February 1st of each year for each of the twelve (12) member districts as specified in Section 5 of this article. A special education differential will then be added to the Average of each step. The special education differential will be increased according to the average of the special education differentials of the twelve (12) contributing school districts having their own special education classes. In no event will the special education differential be less than that of the previous year.
2. If any of the twelve (12) contributing districts have steps in excess of those used in computing the salary schedule, those steps will be average in computing the additional steps above the Intermediate Unit scale, e.g. steps 20, 25 or 30. In no event will the salary on these additional steps be less than the preceding step.
3. The current salary schedule of B.S., B.S.+12, B.S.+24, M.S./M.E., M.S./M.E.+12, M.S./M.E.+18, M.S./M.E.+24, M.S./M.E.+30, M.S./M.E.+36, M.S./M.E.+48 has been increased to include the M.S./M.E.+54 and the M.S./M.E.+60 salary columns. Professional employees will be placed on the proper classification (column) upon proof of transcripts for credits beyond the B.S. and M.S./M.E. Degree by December 1 of each year. The salary differences (retroactive amount) will be paid in a separate check by March 1 of each year along with any additional retroactive salaries due because of formula adjustments.
4. The differential in salary between the B.S. and M.S./M.E. and beyond the M.S./M.E. salary classifications will be allocated equally between the number of classifications or columns between the B.S. and the M.S./M.E. scale and beyond the M.S./M.E. scale, e.g. Bachelor's Step 1=\$10,685, Master's Step 1=\$11,325, this is a differential of \$640. The \$640 will be allocated equally between the B.S.+12, B.S.+24 and M.S./M.E., scale or a \$213.33 differential between classifications (columns). The same differential will be allocated equally between all salary column classifications beyond the MS/ME Column.

**(Continued)**

## XXVII - WAGES AND SALARY PROVISIONS (Continued from the previous page)

5. In the event that any of the twelve (12) contributing districts have not settled their contracts prior to September 1 of each year, estimated salaries will be determined by taking a simple average of each step and dividing by twelve (12) or by the number of districts having that step of the contracts that have settled prior to September 1 and or by February 1 of each year or by averaging all of the salary schedules in use as of those dates to see which method provides the highest average. In any event, the method providing the highest average will be used for determining the "Initial" salary schedule as well as the "Final" average salary schedule as specified in Section 1 of this article. The estimated salaries at the beginning of the school year will be used solely for cost projections as well as establishing the "Initial" salary schedule for payroll purposes. However, a "Final" average salary schedule will be compiled by February 1 of each year by using the method outlined in this section.

It is agreed to and understood that the "Initial" as well as the "Final" average salary schedule is developed and based solely on the printed salary schedule(s) of the contributing districts and not on the salaries received or step placement on those scales as negotiated for the employees in the contributing districts.

All retroactive payments will be made as specified in Section three (3) of this agreement.

6. **Longevity Increment:** A longevity increment of Three Hundred Dollars (\$300.00) will be provided to bargaining unit members attaining their fifteenth (15<sup>th</sup>) year of service or more during the second (2<sup>nd</sup>) year (September 1, 1991) of the Agreement; a Three Hundred Dollar (\$300.00) longevity increment upon attaining the twentieth (20<sup>th</sup>) year of service or more in the third (3<sup>rd</sup>) year (September 1, 1992); and a final Three Hundred Dollar (\$300.00) increment upon attaining the twenty-fifth (25<sup>th</sup>) year of service or more in the fourth (4<sup>th</sup>) year (September 1, 1993) of the Agreement.
7. The S-3 Psychologist salary will be determined by taking the salary increase at each step of the highest M.S./M.E.+ classification, multiplying by one hundred and ten (110%) percent and adding the results to the existing S-3 scale in each year
8. Any professional employee having been employed for less than seventy-five (75) instructional days prior to September 1 of each contract year shall remain on the identical step for the following fiscal year and only receive the difference between their starting salary and the new established salary for their respective step but not to exceed the amount received by a professional employee moving from step one (1) to step two (2).
9. **Horizontal Movement:** Professional employees shall be eligible for horizontal columnar compensation beyond the Bachelor's and Master's Degree, or Master's Equivalent upon completion of, or current credit of undergraduate, graduate and/or in-service courses approved by the Pennsylvania Department of Education. Columnar movement is limited to not more than twelve (12) credits per year of the contract. The number of LIU In-Service credits permitted for horizontal columnar movement is limited to three (3) in-service credits for each column of credits earned. The remaining credits needed for movement between columns must be graduate credits.

Approval will be given generally for any graduate course relating to the area of teaching assignment and/or for college and in-service courses approved by the Pennsylvania Department of Education where the Board will benefit.

**(Continued)**

**XXVII - WAGES AND SALARY PROVISIONS (Continued from the previous page)**

- 10. Reimbursement for Credits:** Bargaining unit members will be entitled to credit reimbursement for graduate and undergraduate courses at the following rates:

Undergraduate Credits:	60% of Credit Cost limited to \$200 per credit
Graduate Credits:	70% of Credit Cost limited to \$250 per credit
LIU In-Service Credits:	0% reimbursement

Bargaining unit members who terminate employment, with the LIU for any reason, except retirement, transfer of entity, or program elimination within one (1) year upon completion of the course taken and submitted for tuition reimbursement shall pay back 75% of the reimbursement. Bargaining unit members who terminate employment, with the LIU for any reason, except retirement, transfer of entity, or program elimination within two (2) years upon completion of the course taken and submitted for tuition reimbursement shall pay back 50% of the reimbursement. Collection of monies shall not be the responsibility of the Association. Any and all such reimbursements not paid within two (2) weeks of board approval of their resignation will be taken from the bargaining unit members remaining paychecks.

A maximum of twelve (12) credits will be reimbursed during any school year. The reimbursement is applicable only if there are incurred tuition charges. Prior approval must be received from the Executive Director.

Approval will be given generally for any graduate course relating to the area of teaching assignment and/or related thereto or for college courses whereby the Intermediate Unit will benefit. Members of the bargaining unit who are seeking pre-approval from the Executive Director, must provide in writing, how the course(s) are related to their teaching or job assignment and would be a direct benefit to them and/or be an integral part of a graduate program in their area of certification or job assignment.

Tuition reimbursement will not be provided to bargaining unit members that seek to expand their area(s) of certification in another field or certification; e.g., administration, law degree, etc., unless they are taken at the request of, or with prior approval of the Executive Director. The only exception will be for courses taken as a condition of an Emergency Certificate and/or Act 97 Waiver which would save a bargaining unit member from being furloughed.

- 11. Pay Periods:** Each professional employee covered by the provisions of the Agreement shall receive twenty-six (26) pay periods. Whenever there is a need for twenty-seven (27) pay periods, e.g., the professional employee will be without a pay for two or more weeks, the Board will be authorized to implement this procedure provided each employee is informed before the procedure is instituted. The annual salary of the professional employee for that particular fiscal year shall be divided by twenty-seven (27) pay periods in place of the twenty-six (26) pay periods. Every pay period will be the second Friday of each month of the year: and/or if the employee so desires upon request, shall receive his/her salary for June, July and August in the last payment of June for the salary earned during the previous school year.

## **XXVII - WAGES AND SALARY PROVISIONS (Continued from the previous page)**

- 12. Hours:** The normal work day, work week, and work year for the bargaining unit members will be contingent upon the work day, work week, and work year of the school(s) or building(s) to which they are assigned. The work year is 185 days plus one (1) additional in-service day scheduled by the LIU #18 Board, which will be scheduled prior to the beginning of the school year and when no other district is in session.

Psychologists shall follow the school calendar(s) to which they are assigned from the beginning of the school year to the end of school. Thereafter, they will follow the adopted summer calendar of the Intermediate Unit. The psychologists will be required to work a maximum of Two Hundred (200) days. It is understood that the assignment of the number of days beyond One Hundred Eighty-five (185) days (before and/or after the beginning or end of the school year) will be determined based on the services needed by the Intermediate Unit.

Social Workers shall follow the school calendar(s) to which they are assigned from the beginning of the school year to the end of school. Thereafter, any additional work that may be needed, will be offered to them on a voluntary basis with the right of refusal. If they agree to provide same, they will be paid at the summer school rate.

Members of the bargaining unit who do not perform their duties in the Intermediate Unit office, public schools, private schools, and/or parochial schools, and whose Holiday calendar differs from those of the public schools system will have their Holiday vacations governed by the calendar of the public school system where their assigned place of work is located. Such Holidays are, but not limited to: Thanksgiving, Christmas, and Easter.

## **XXVIII - SEPARABILITY**

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law: but all other provisions or applications shall continue in full force and effect.

It is further agreed that within ten (10) days of receipt of notification of the court's actions, negotiations shall commence, during which a new agreement on such matter shall be reached.

In the event agreement is not reached within twenty (20) days after negotiations have begun, the matter shall be referred to binding arbitration under the rules and regulations of the American Arbitration Association.

All understandings and agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

## **XXIX - STATUTORY SAVINGS**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as may exist under the public school code of 1949 as amended or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

## **XXX - DURATION OF AGREEMENT**

**A. Effective Date**

This Agreement shall be effective as of September 1, 2005, and shall continue in effect until August 31, 2010 subject to the Association's right to negotiation over a successor Agreement as provided in ARTICLE I. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**B. Ratification**

IN WITNESS whereof the Association has caused the Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

**LUZERNE INTERMEDIATE UNIT EDUCATION ASSOCIATION**

By \_\_\_\_\_ **President**

By \_\_\_\_\_ **Secretary**

**LUZERNE INTERMEDIATE UNIT BOARD OF EDUCATION**

By \_\_\_\_\_ **President**

By \_\_\_\_\_ **Secretary**

**EXHIBIT "A"**

**AUTHORIZATION TO DEDUCT  
ASSOCIATION MEMBERSHIP DUES**

**Name** \_\_\_\_\_

**Social Security  
Number** \_\_\_\_\_

**School  
Building** \_\_\_\_\_

**District** \_\_\_\_\_

**To the Secretary of the Luzerne Intermediate Unit Board of Education, I hereby request and authorize the above disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of the yearly membership dues as certified by the organization indicated in equal payments from each pay check received by me.**

**I agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year.**

**The disbursing officer on a monthly basis will transmit to the Luzerne Intermediate Unit Education Association treasurer a check in the amount of all deductions received. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all its officers from any liability therefore.**

**I designate the Luzerne Intermediate Unit Education Association, the Pennsylvania State Education Association and the National Education Association as my duly authorized representatives.**

**This authorization shall remain in effect and in compliance with the Maintenance of Membership Provision, Article XVI, Section E of the Collective Bargaining Agreement, so long as I am an employee of the Luzerne Intermediate Unit unless revoked in writing by me as specified in the Collective Bargaining Agreement.**

\_\_\_\_\_  
**Name**

*APPENDIX "A"*

**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Date: \_\_\_\_\_

**Grievance Initiated**

By: \_\_\_\_\_

Grievant's Work Place: \_\_\_\_\_

Date the Alleged Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relief**

Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

GRIEVANCE REPORT FORM

PAGE - 2 -

Grievance # \_\_\_\_\_

LEVEL ONE: Informational discussion with the  Special Education Director OR  
 Immediate Supervisor: \_\_\_\_\_ on  
\_\_\_\_\_ Name  
Date

LEVEL TWO: (PROCEDURAL)

LEVEL THREE: DISPOSITION BY DIRECTOR OF SPECIAL EDUCATION

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\_\_\_\_\_  
Signature Date

POSITION OF GRIEVANT: \_\_\_\_\_

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\_\_\_\_\_  
Signature Date



**GRIEVANCE REPORT FORM**

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Grievance # \_\_\_\_\_

**LEVEL FIVE: DISPOSITION OF THE L.I.U.-18 BOARD OF DIRECTORS:**

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**POSITION OF THE ASSOCIATION: \_\_\_\_\_**

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**LEVEL SIX: ARBITRATION**

**MEMORANDUM OF UNDERSTANDING  
TRANSITION SPECIALIST  
CONTRACTUAL RIGHTS  
SEPTEMBER 2, 1999**

The Memorandum of Understanding by and between the Luzerne Intermediate Unit-18 Board and the Luzerne Intermediate Unit-18 Education Association is specifically limited to the inclusion of the Transition Specialists into the Professional Employees Bargaining Unit as well as their terms and conditions of employment. The following represents the understanding of the parties:

**Recognition**

- A. The classification of Transition Specialist will be added to the recognition clause and will be entitled to all contractual rights and benefits enumerated in that Agreement except as limited below:
- B. **Salaries:** Transition Specialist will have their respective salaries phased in over a three (3) year period beginning with the 1999-2000 contract year. The salary for each of the three (3) years will be developed for those working toward Special Education Certification as required by the Department of Education's CSPG #106. This will be accomplished by taking their respective 1998-99 salary and subtracting it from the 1999-2000 Special Education salary, dividing the difference by three (3) and adding that amount to their 1998-99 salary which will then become their 1999-2000 transition period salary. This process will be repeated in each of the three (3) year phase-in period. For those transition specialists having three (3) years of service as of 1998-99, their current scale will be subtracted from Step 3 of the Bachelor's Salary Special Education 1999-2000 scale in the first year and be credited with one (1) step in each successor year. While those who have four (4) years of service will have their 1998-99 salaries adjusted by using step four (4) of the Special Education Bachelor's Salary column. When a Transition Specialist becomes Special Education Certified, then he or she will have their salary immediately preceding Special Education certified adjusted by using the appropriate Special Education Salary Scale Column to determine their salary for each year thereafter. The adjustment will take place at the beginning of the school year after attainment or during the salary schedule adjustment period as provided in the Collective Bargaining Agreement. It is expressly understood that by the beginning of the fourth year, from the date of the agreement, all Transition Specialists will have or will be in the process of completing their Special Education Certification and that each will have been placed on the appropriate step/column as per this agreement and as provided by those provisions governing horizontal movement.
- C. **Emergency Certificates:** Emergency certificates will be acquired for all Transition Specialists who are not Special Education certified. It will be the obligation of the holder of that certificate to meet the requirements for its continuance in each year until Special Education Certification is acquired. Such Emergency Certification is not to be treated the same as Special Education Certification and will not bestow upon such individual those rights under law or the Collective Bargaining Agreement that are reserved for those professional or temporary professional employees who are properly certified or licensed to perform the duties to which they were hired.

**MEMORANDUM OF UNDERSTANDING  
TRANSITION SPECIALIST  
CONTRACTUAL RIGHTS  
SEPTEMBER 2, 1999**

- D. **Seniority:** Transition Specialist will not have their seniority diminished as a result of the transfer from the support staff bargaining unit to that of the professional employees bargaining unit. However, their special education seniority will only begin and be credited with the beginning of the 1999-2000 school year. Only those transition specialists that are properly certified as Specialist Education teachers as referenced in Section C may exercise "*bumping*" rights under contract or law.

It is expressly understood that the above Understanding pertains to those Transition Specialists that are being transferred from the non-professional employees bargaining unit to that of the Professional Employees Bargaining Unit and that all new hires will be required to have Special Education Certification as well as such other qualifications as deemed appropriate by the LIU-18 Board.

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**President, Luzerne Intermediate Unit-18  
Board of Education**

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**President, Luzerne Intermediate Unit-18  
Education Association**

**AGREEMENT**

**BETWEEN**

**LUZERNE INTERMEDIATE UNIT**

**AND**

**LUZERNE INTERMEDIATE UNIT  
EDUCATION ASSOCIATION**

**2005 – 2010**

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