

COLLECTIVE BARGAINING AGREEMENT

for

**TEACHERS AND OTHER
PROFESSIONAL EMPLOYEES**

between the

Pittsburgh-Mt. Oliver Intermediate Unit #2

Pittsburgh, Pennsylvania

and the

Pittsburgh Federation of Teachers #400,

AFTPA, AFT, AFL-CIO

**July 1, 2016
through
June 30, 2018**

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ARTICLE 1 - MUTUAL OBJECTIVES OF THE PITTSBURGH-MOUNT OLIVER IU#2 AND THE FEDERATION

- A. The Pittsburgh-Mount Oliver Intermediate Unit and the Pittsburgh Federation of Teachers mutually recognize and declare that they have the common goal of providing a thorough, efficient and effective system of education and support services for the children who are eligible for same, characterized by educational excellence, equal opportunity, and the continuing improvement and utilization of the special skills, talents, and interests of the educational staff.
- B. The IU shall encourage each school principal to provide such conditions and facilities that will give the teachers and other professional employees represented by the PFT clean, healthful, and safe conditions in which to work.
- C. The parties agree that these conditions are positive influences upon the ability of teachers and other IU staff personnel to teach and/or fulfill their respective duties and responsibilities and upon the establishment and maintenance of a productive educational atmosphere for students.

ARTICLE 2 - UNION RECOGNITION

- A. The Pittsburgh-Mount Oliver Intermediate Unit (IU) recognizes the Pittsburgh Federation of Teachers #400, AFTPA, AFT, AFL-CIO (PFT) as the exclusive representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board at PERA-R-90-167-W on June 4, 1990, and any successor job classifications in accordance with the provisions of Act 195 of 1970.
- B. Employee or teacher as used in this Agreement shall mean any full-time or regular part-time professional employee, including but not limited to remedial teachers, speech therapists, counselors, and psychologists. Employee or teacher shall not include management level employees, supervisors, first level supervisors, confidential employees or guards as defined by Act 195 of 1970.

ARTICLE 3 - DUES DEDUCTION, MAINTENANCE OF MEMBERSHIP, AND FAIR SHARE

A. Dues Deduction

The IU agrees to deduct the dues for the PFT, including both dollar amounts and any percentage amounts, from the salaries of employees in the bargaining unit who are PFT members, as said members authorize PFT membership and payroll deduction. The IU will transmit by check to the PFT the monies deducted no later than the first of the month following the deduction. Any further details applying to dues deductions shall be developed between the Business Office and the PFT as the need may arise with both parties agreeing to work out such matters, if any, in good faith and consistent with the overall spirit of cooperation embodied throughout this Article.

B. Maintenance of Membership

1. The employer agrees that all professional employees who are members of the PFT shall be subject to a maintenance of membership requirement, as maintenance of membership is defined in Article III, Section 301(18) of the Pennsylvania Public Employe Relations Act (Act 195 of 1970).
2. Maintenance of membership means 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 the collective bargaining agreement and its successors, with the provision that a revocation of any membership may only commence immediately following the expiration of any agreement provided timely notice of same is provided to the affected employer and union parties. Revocation of any membership in the PFT can only occur at the conclusion of an Agreement period and only if timely notice of same shall have been submitted to both the IU and the PFT by individual certified letter during a thirty (30) day period running between sixty (60) days and thirty (30) days immediately prior to the expiration date of the involved Agreement.

C. Fair Share

1. The PFT agrees to extend to all unit employees the opportunity to join the PFT.
2. Employees in the bargaining unit who are not members of the PFT on the effective date of this Agreement shall be required to pay to the PFT a fee for services rendered as the exclusive bargaining agent in accordance with all applicable laws. The total "Fair Share" fee to be paid through payroll deduction by each nonmember shall be determined in accordance with the fair share fee definition and procedures of PA Act 84 of 1988.
3. The IU, on or before September 30 of each year, will provide the PFT with a list of the names of all bargaining unit members. The IU will also provide the PFT with the names of any employee hired after September 30, such notice to be provided within thirty (30) days after the date of hire.
4. Any further details applying to fair share deduction shall be developed between the Business Office and the PFT as the need may arise, with both parties agreeing to work out such matters, if any, in good faith and consistent with the overall spirit of cooperation embodied throughout this Article.

D. Other Payroll Deductions

Effective with the term of this Agreement, the IU shall provide payroll deduction for voluntary contributions to the:

1. PFT Political Action Fund
2. PFT QuEST Scholarship Fund

E. Indemnification

The PFT agrees to defend, indemnify, and hold harmless the IU in connection with any cost or litigation arising out of any deductions made pursuant to this Article.

ARTICLE 4 - MANAGEMENT AND UNION RIGHTS

The IU shall retain all of the rights, privileges and authority relative to management of the Intermediate Unit and employees as is provided by law now and in the future and the right to manage, which it enjoyed prior to the certification of the PFT, except as the right to manage set forth above is limited by this Agreement. The right to manage shall include specifically, the right to determine the educational programs, the number of staff, and the right to hire, suspend, discipline, and dismiss employees.

Any working conditions of IU teachers that are proper subjects for bargaining under the provisions of Act 195 of 1970 and its subsequent legal interpretations which are not covered by the terms of the Agreement may not be altered or changed without prior negotiation with the PFT and agreement between the parties.

ARTICLE 5 - RESPONSIBILITIES OF THE PARTIES

A. Mutual Relationships

The IU, including its officers and representatives at all levels, is bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. Neither the PFT nor the IU shall intimidate or coerce employees into joining or not joining the PFT or continuing or terminating their membership therein.
2. There shall be no discrimination, restraint, or coercion against any employee because of membership in the PFT.
3. During the term of this Agreement there shall be no lockouts.
4. The applicable procedures of the Agreement shall be followed for the settlement of all grievances or disputes arising during the term of this Agreement.
5. During the term of this Agreement, there shall be no strikes, work stoppages, or interruptions of impeding of work. No officer or representative of the PFT shall authorize, instigate, aid, or condone any such activities. The PFT shall not be responsible for any violations of these provisions which it has not authorized, instigated, or condoned through its officers or its representatives at all levels.

B. Printing of the Agreement

Copies of this Agreement shall be reproduced at shared costs between the PFT and the IU, after agreement with the PFT on format and captions, within a reasonable time after the Agreement is signed. A copy of the Agreement shall be made available to each professional employee covered by the Agreement.

- C.** The Assistant to the Executive Director of the Intermediate Unit shall meet, if requested, at least once a month with the Federation Liaison Committee to discuss professional concerns and recommendations, such meetings to be held at mutually agreeable times.

ARTICLE 6 - NON-DISCRIMINATION

The IU and PFT agree to act in compliance with state and federal laws, as well as with the terms of this Article, which prohibit discrimination against an employee on the basis of age, race, color, creed, national origin, handicap, marital status, sex, and participation or lack of participation in the activities of the PFT.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definition

A grievance is hereby defined as a complaint regarding the meaning, interpretation, or application of any provision in this Agreement.

B. Procedures

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Informal Conference - Immediate Supervisor

An employee or employees with a prospective grievance shall first discuss it with his/her immediate supervisor within ten (10) days of when the employee knew or reasonably should have known of the event giving rise to the grievance, either directly or through a PFT representative, with the objective of resolving the matter informally.

2. Level One

If the matter is not adjusted in the informal conference, then within five (5) school days following said conference, the complaint shall be reduced to writing on a form agreed upon by the parties and submitted to the grievant's immediate supervisor. The immediate supervisor shall record his/her answer on the form and return it to the PFT and the employee within ten (10) school days.

3. Level Two - Assistant to the Executive Director

If the PFT is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered by the immediate supervisor within ten (10) school days, the PFT may file the grievance with the Assistant to the Executive Director.

4. Level Three – Arbitration

- a. If the PFT is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the close of the conference at Level Two, the grievance may be further

appealed by the president of the PFT within five (5) school days after its receipt to the American Arbitration Association for arbitration under its rules. The arbitrator shall hold a hearing within thirty (30) days after appointment. Ten (10) days' notice shall be given to all parties of the time and place of hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards of the arbitrator requiring legislation by an agency other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.

- b. No arguments or facts may be introduced at an arbitration proceeding unless they have been presented at some previous level of the grievance procedure, or unless they were not reasonably available to the parties prior to the arbitration.
- c. An arbitrator shall not render any decision which conflicts with or alters this Agreement.
- d. The PFT may initiate a grievance, including a group grievance, at any proper level of this procedure. The IU shall have the right to file a grievance against the PFT concerning PFT compliance with this Agreement and process same to arbitration, such a grievance to be initiated at any proper level of this procedure.
- e. Conferences and hearings held under this grievance procedure, except arbitration hearings, shall be scheduled at times either after work hours or when the involved employee(s) is not assigned teaching or other functions, and shall be scheduled in a manner and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.
- f. The PFT may waive participation by any of its listed representatives at the various levels of this procedure, except for the grievant, if any, or may designate alternates for its listed representatives, but appeals to bring the grievance to the next higher level may only be taken by the appropriate PFT representative or by the PFT president.

C. Miscellaneous

1. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Forms

Forms for filing grievances, servicing notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the administration and the PFT and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE 8 - JUST CAUSE PROVISION

- A. No professional employee shall be reprimanded, given disciplinary time off without pay, demoted, or dismissed except for just cause.
- B. A teacher is entitled to be accompanied by a Federation representative at any meeting with an IU representative which could lead to any type of disciplinary action being taken against the teacher. In the event of any such meeting, the teacher shall be given a reasonable opportunity to contact a Federation representative if the teacher elects not to waive Federation representation. If a teacher desires representation by the Federation at such a meeting, the teacher must request Federation representation before the meeting begins or representation shall be presumed waived for that meeting. This Section shall not apply to a rating conference with a teacher.
- C. This Article is intended to provide a professional employee an alternative to more formal, time-consuming legal appeal procedures. It is not intended to provide a separate and additional remedy to other available, non-contractual avenues of appeal. Therefore, an employee who requests a hearing before the IU Board or takes any other appeal in any other forum, including a tenure appeal, shall by such request or appeal, waive the right to grieve and arbitrate the disputed action.

ARTICLE 9 - SENIORITY AND LAYOFF

Suspension, as used within this Article, means layoff. All layoffs shall be on a basis of IU seniority since most recent date of hire, subject to applicable certification criteria as provided below:

- A. The IU operates various programs funded by different sources. Professional employees of the IU continue to be governed by the IU personnel policies, including the IU salary schedule, except as amended by this Agreement. Employees, therefore, may be moved from one program to another, regardless of funding if realignment is necessary. Employees have the opportunity to choose to move from one program to another if open positions exist. Any employee who participates in realignment, by choice or reassignment, must have the proper certification to assume any different position.
 - 1. All available positions in all programs will be posted by July 31 each year, except if the availability of a position(s) is not known by that date. Positions opened after July 31 will be posted no later than the following July 31.
 - 2. If an employee's teaching assignment is lost, he/she will be notified by June 30th, or earlier if possible. Teaching assignments are lost because of program budget cuts, school closings, enrollment declines, or movement of schools from one program to another.
 - 3. All professional employees with the proper certification may bid on any open position. Employees who have lost their assignments may bid if a position is open within their program. Such employees may also bid on open positions in other programs. If no positions are open within a program and an employee who has lost an assignment in that program does not wish to bid on an open position in another

program, that employee may select a position within the program occupied by a teacher with the least seniority in that program.

4. Employees will continue to be considered for a position for which they bid on the basis of experience, seniority, a satisfactory teacher evaluation, and academic background and preparation. All such factors being reasonably equal, seniority will prevail.
 5. Employees still without positions after Subsection 3 above is applied must choose, based on seniority, from one of the remaining open positions.
- B. In the event that it becomes necessary for a cutback in teaching personnel, employees shall be suspended on the basis of certification and seniority within the IU. The last employee with the same certification hired shall be the first to be replaced in his/her position by an employee with more seniority and holding proper certification. Rehiring shall be conducted on a basis that the last to be suspended is the first to be re-employed.

If the IU seniority of two or more teachers is the same, previous full-time substitute service immediately preceding previous regular service in the IU will serve as the first tie-breaker. Previous regular service in the IU will serve as the second tie-breaker. Any other prior full-time service will serve as the third tie-breaker. If none of these tie-breakers apply, seniority rank will be determined by lottery.

In the event that employees must be suspended due to a reduction in staff, they shall be given first priority in filling all full-time substitute positions for which they are properly certified. When a suspended teacher replaces a teacher on approved leave of absence, that individual will be paid at his/her regular salary rate. During the time the employee is serving in this capacity, he/she will retain all rights and benefits of a full-time regular employee.

- C. Laid-off (suspended) teachers shall continue to receive seniority credit while on layoff but shall not receive salary schedule advancement credit for time on layoff. A teacher who is suspended from active employment through layoff and then subsequently recalled will receive increment (anniversary) credit for the entire month in which he/she is recalled to active employment, irrespective of whether that teacher was recalled for all or only some of the workdays in that month. Such teachers will receive service credit, for increment purposes only, retroactive to the first day of the month in which they are recalled. Any accumulated sick leave days held by the laid-off (suspended) employee at the time of his/her layoff shall continue to be carried over to and credited at the time of recall.
- D. A laid-off (suspended) teacher who is recalled to a full-time position pursuant to the provisions set forth elsewhere in this Article and who refuses said offer of reemployment shall forfeit his/her right to recall as well as to any further coverage by Agreement provisions related thereto. However, a teacher who refuses recall either to a part-time position or to a full-time substitute position shall not forfeit his/her right to recall.
- E. If the IU#2 system seniority of two or more teachers is the same the following tiebreakers will be used to determine which teacher has more seniority.
1. Previous full-time substitute service with IU#2 immediately preceding previous regular service in the IU#2.

2. Previous regular service in the IU#2.
3. Previous public school teaching service (as a Professional Employee or a Temporary Professional Employee).
4. Previous full-time non-public teaching service.
5. If all factors above are identical, a deck of cards (with ace being the highest card) will be used. Cards will be drawn by those bargaining unit members. The highest ranked card will receive the highest ranking on the seniority

(Note: these tie-breakers will take effect for those hired after August 1, 2010. The seniority ranking for those hired before that time remains the same.)

ARTICLE 10 - PERSONNEL PROCEDURES

- A. The IU personnel policies and procedures applicable to items listed below shall continue in effect.
 1. Compensatory time off. (See Appendix E).
 2. Snow and emergency days
- B. Employee Ratings
 1. The Intermediate Unit will comply with applicable law regarding employee ratings. If the Intermediate Unit elects in the future to utilize an optional rating form other than the one mandated by law, it will negotiate with the PFT regarding those changes.
- C. Two teachers who are on job-sharing work schedules shall continue to receive half salaries each. Such teachers shall receive increment credit and salary schedule advancement at the same time and on the same annual time intervals as do all full-time teachers. All other benefit provisions covering job-sharing teachers shall continue as in effect prior to the execution of this Agreement.
- D. In the event any employee works any extra work days/work weeks during the summer, he/she shall continue to be paid pro rata, at the annual salary rate in effect for whatever is the just-completed school year.

ARTICLE 11 - PERSONNEL FILE PROCEDURES

Permanent personnel files shall be maintained under the following conditions:

- A. No material critical of a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.

- B. The teacher shall have the right to answer the material referred to above in writing, and to have his/her answer attached to the file copy.
- C. Upon written request by the teacher to the Assistant to the Executive Director of the IU, made personally or through the mails, the teacher, on proper identification, will be permitted to examine the material in his/her personnel file, such examination to take place at a mutually agreeable time and in the presence of the Assistant to the Executive Director. The teacher shall not ask to examine any pre-employment information contained in the file. The teacher shall indicate in writing that he/she has examined his/her file.
- D. Normally no examination of personnel files will be requested during the two (2) weeks immediately preceding the opening of school in September, during the week preceding and the week following the close of the first semester, and during the first two (2) weeks and the last two (2) weeks of the school year.
- E. No anonymous communication shall be placed in the personnel file of any teacher.

ARTICLE 12 - WORKYEAR AND HOURS OF WORK

A. Workyear

The workyear consists of 180 instructional days and 9 non-instructional days for a total of 189 days. The IU and the PFT will “meet and discuss” the school calendar prior to adoption by the Board of Directors each school year. Variations are made to accommodate individual schools, but they will continue to not exceed 180 school days and 189 total teacher days. Such variations are planned with the appropriate Supervisor and approved by the Assistant to the Executive Director. The Federation shall receive prior notification of any such school year calendar variation(s).

B. Snow Days

Procedures involving snow days and make up time, if any, will continue as has been practiced prior to the negotiation and completion of this Agreement.

C. Workday

Staff normally works 8 a.m. to 3 p.m. Morning drive time is additional. Variations in starting time and ending time may occur, depending on the schedule of the school or schools assigned. Under no circumstances are staff members required to stay in a school building which is closed.

D. Lunch Time

Staff are permitted one (1/2) half-hour each day for lunch.

E. Preparation Time

Each staff member shall have one-half (1/2) hour per day or two and one-half (2 1/2) hours per week preparation time. Adjustments to this are made on an individual basis when the school schedule or the teacher's schedule justifies such an adjustment.

ARTICLE 13 - WORKING CONDITIONS AND RELATED MATTERS

- A. The parties agree that during the term of this Agreement they will jointly review and discuss all matters related to the items listed below:
1. Class size/case loads
 2. Program design changes
 3. Scheduling
 4. Paperwork

Such discussions do not require agreement to be reached before changes may be implemented. But the parties agree to pursue these discussions in good faith and to implement those improvements or changes in the above where mutual agreement is achieved.

- B. Teachers who have been employed at least three (3) years, may be required as a condition of continued employment, no more than once every three (3) years, to obtain and submit clearances under Acts 34 and 151. These clearances will be maintained in the teacher's personnel file. The cost of obtaining the clearances shall be borne by the IU.

ARTICLE 14 - LEAVES OF ABSENCE

- A. Leaves with Loss of Pay
1. Educational Leave

An Educational Leave of Absence, without pay, may be granted upon the recommendation of the Executive Director and approval of the IU Board, upon application and submission of a preplanned or established course of professional study. Educational Leaves are for the purpose of engaging in study at an accredited college, university or any other IU-approved educational or training institution/program. Any employee who has completed two years of satisfactory employment with the IU is eligible for such a leave.

2. Temporary Disability Leave

Any employee who is unable to perform the normal functions and duties of his/her position because of personal illness or disability, and who has exhausted all of his/her accumulated sick leave, shall submit a physician's statement verifying said illness or disability to the IU Assistant to the Executive Director. Included in the statement from the physician will be the date that the physician estimates that the employee will be able to resume his/her normal duties. Prior to the employee returning to full-time

employment, the physician shall verify that the employee is capable of returning to employment.

3. Leaves for Serious Personal Reasons

Leave without pay for serious personal reasons may also be granted, subject to Board approval.

4. Childbearing Leave

Childbearing Leave shall be granted under the same terms and conditions that apply to Leaves of Absence for Temporary Disability.

All female teachers who are employed in regular full-time positions, regardless of length of service, shall continue to be entitled to Childbearing Leave in accordance with the provisions of this Agreement and with IU policy in effect at the time of the execution of this Agreement.

Pregnancy will not have any bearing on the application for, or the continuation of, Sabbatical Leaves for any female teachers who are eligible for Sabbatical Leaves. Premature termination of pregnancy shall continue to be covered under Sick Leave provisions.

5. Parental Leaves

a. Child Care Leave

Employees shall be provided with an unpaid Child Care Leave for up to one year. Although a Child Care Leave will generally not exceed one year, up to an additional year may be granted by the IU.

b. Adoption Leave

Leave shall be available to employees, if requested, in the event of the placement for adoption and subsequent adoption of a child.

6. Leaves for Other Purposes

An employee who has completed two years of satisfactory employment with the IU may be granted Leave for Other Purposes which include, but are not limited to: research fellowships, Peace Corps, Teacher Corps, and social, community and governmental work. Application for this leave must be submitted to the Assistant to the Executive Director no later than April 1 for leaves beginning the first semester of the following school year and October 1 for leaves beginning the second semester of the same school year.

7. Military Leave

Military Leave shall be provided irrespective of the number of years of service with the IU. Policies and procedures regarding fringe benefits, if any, during such leaves, shall

be in accordance with applicable state and federal laws and/or as may be negotiated by the parties.

B. Leaves of Absence with Pay

1. Sick Leave

- a. Sick Leave days are accumulated annually and are counted from the effective date of appointment as recorded in the IU Board Minutes. Ten-month employees are entitled to twelve (12) days of sick leave per year.
- b. A maximum of five (5) of the total allotment of twelve (12) sick leave days per year may be used for the serious illness of a teacher's child (16 years of age or younger) or a teacher's parent. The provisions for the use of sick leave will apply to these five (5) days (i.e., same requirements for a physician's certificate as provided under Subsection e. of this Article.)
- c. Days not used during the year's period are carried over for the possibility of use in the next period of time. Days used over and above the accumulated number result in loss of pay. At an employee's request, up to twenty-five (25) unused days may be carried over from another Pennsylvania school district.
- d. Full-time Substitutes receive six (6) sick leave days per semester. These are non-cumulative.
- e. A physician must verify illness if the employee is absent on both a Friday and the following Monday, or for three or more consecutive workdays, or for both the day immediately preceding and the day immediately following a holiday, or at other times when the Assistant to the Executive Director judges there to be an excessive use of sick days. Ordinarily, a physician's verification will be requested if an employee has completely utilized all accumulated Sick Leave days.
- f. When an employee finds it necessary to take an accumulated Sick Leave day, the procedure is as follows:
 - 1) Call the IU office answering service prior to 7:30 A.M. on the day of the illness. The IU office will respond by notifying the school or schools to which the employee is assigned that day. Failure to call the IU office prior to 7:30 A.M. on the day of absence will be considered absence from duty without notification and may result in loss of pay.
 - 2) Return the completed absence certificate to the IU office immediately upon returning to work. Failure to do so within ten (10) days from the date of illness may result in loss of pay.

2. Personal Days

Employees are allowed up to two (2) days per year personal leave beginning with the third year of continuous service. Personal Leave days are defined as leave for the purpose of meeting urgent personal responsibilities. A request for a Personal Leave

day ordinarily must be made in advance on the form provided by the IU office. No reason shall be required unless the request occurs during the first or last week of school, the first or last day of the week, a day preceding or following a holiday or vacation day, when two or more consecutive days are requested, or when due to unforeseen circumstances, an application for Personal Leave has not been requested in advance. At times when a reason must be stated, the following reasons are accepted as "urgent personal responsibilities."

- a. Serious illness in the family or serious family emergency.
- b. Legal business
- c. Physical checkups
- d. Activity in which a child or close relative is participating, such as a graduation, employee's wedding, or wedding of a close relative or friend.
- e. Religious holidays.
- f. Other urgent personal responsibilities similar in significance to the types of matters referred to above.

3. Leave Due to Death in Family

- a. Employees shall be paid full salary for absence not to exceed four (4) workdays on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such a relative was a member of the employee's household or not. Pay for absence not to exceed four (4) workdays will also be made on account of the death of any other relative who was a permanent member of the household in which the employee has made his or her home.
- b. Employees may also be paid full salary or wages for absence not to exceed one (1) day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, stepmother, stepfather, stepbrother, stepsister, half brother, or half sister. These relatives listed for one (1) day funeral absence shall include those who are relatives of the employee's spouse. Death leave applies to the period of time of death and funeral, and it will be approved only for consecutive workdays. Not more than one (1) day may be taken before death, and all days of leave must be within a calendar period of six (6) days.
- c. Employees shall notify the IU office of the death in family through the answering service if the death occurs during the night. Employees shall make special arrangements through a call to the immediate supervisor concerning their respective responsibilities for the leave period.

4. Jury Duty

- a. An employee who is subpoenaed as a witness in court or called to jury duty shall submit a copy of the notice to the Assistant to the Executive Director who

makes special arrangements concerning the employee's responsibilities during the period of jury duty. Employees shall notify the IU office of their jury duty through the answering service prior to 7:30 A.M. on the first and last day of jury duty.

- b. Employees shall continue to be excused for jury duty without loss of pay. During the period of time the employee is on jury duty, the employee is paid his/her regular salary. At the end of jury duty, the employee gives to the IU Business Manger the slip from the court that indicates the amount of reimbursement the employee received from the court for jury duty and attaches a check to reimburse the IU for the same amount. Should an employee not have a checking account, he/she will pay the IU in cash. All payments shall be tendered to the IU within a week of the employee's return to work. This requirement shall continue not to be applicable when such service or duty occurs on a snow day or other emergency day that is subsequently to be rescheduled (made up) under the Snow and Other Emergency Days provision.

5. Professional Leave

An employee may be excused without loss of pay for five (5) days for the purpose of attending professional conferences and conventions, summer school, and for other professional purposes. Application must be completed and approved by the Assistant to the Executive Director prior to taking Professional Leave.

All IU employees covered by this Agreement shall be reimbursed for their expenses incurred as a result of attending or participating in IU approved conferences or workshops. The employee shall submit an itemized accounting of all conference workshop expenses to the Assistant to the Executive Director in accordance with IU procedures for prompt reimbursement. The IU shall continue to budget each year up to \$100 per teacher per year for conferences and/or workshops when budgets allow.

6. Sabbatical Leave

Sabbatical Leave shall be granted in conformity with the Pennsylvania School Code, as amended, without any limitation on the discretion of the Board as provided therein.

ARTICLE 15 - PROVISIONS APPLYING TO LEAVES OF ABSENCE

A. Approved Leaves of Absence Without Pay

1. Employees on approved leaves of absence without continuation of salary will continue to receive advancement on the salary schedule if they work at least one-half (1/2) year during the school year in which they are on unpaid leave. If the employee works less than one-half (1/2) year, then the employee shall not receive credit for any part of that school year insofar as salary schedule advancement is concerned.
2. When the employee returns from a leave without pay, he/she will be placed in the same position or its equivalent, but not necessarily at the same school(s).
3. An employee shall accrue full seniority during the time of unpaid leave.

4. Employees on unpaid Educational Leave or unpaid Leave for Other Professional Purposes shall be considered to be in regular full-time daily work attendance for pension eligibility and contribution purposes and have the right to continue their membership and make contributions, including payment by the employee of any employer share, to the Pennsylvania Public School Employees' Retirement System, subject to applicable requirements of said Retirement System.
5. Sick leave and personal days do not accrue during the time of unpaid leave.
6. Employees on approved leaves may continue to participate in applicable fringe benefit programs provided by the IU under the same conditions that would be in effect during regular employment up to a maximum of sixty (60) consecutive workdays in any school year, except that Temporary Disability Leaves, including those for childbearing, shall continue benefits for a maximum of twelve (12) consecutive calendar months.
7. Employees scheduled to return from leave near the close of a school year or school semester may have the leave continued for the balance of the school year or school semester by mutual agreement between the employee and the IU.
 - a. When extending a leave to one (1) year or less, the IU shall continue to assume the cost of fringe benefits for the period of the extension.
 - b. When extending a leave beyond one (1) year, the employee shall continue to assume the costs of any fringe benefits which the employee wishes continued for the period of the extension.

B. Special Provisions Regarding Leaves of Absence with Pay

1. Returning from Approved Leaves of Absence

- a. An employee returning from an approved leave of absence must work ten (10) months (or the appropriate corresponding number of months that would constitute that employee's normal workyear) before sick days and/or personal days are updated.
- b. Employees returning from such leaves will have their update month changed to the first day of the month following the tenth month (or the corresponding month that completes their normal workyear) after their return (e.g. if an employee's tenth month is completed in October, then that employee's new anniversary date would be November 1).

2. Provisions Related to Various Leaves and Leave Days

It is not the intention of this Agreement to duplicate benefits for the same days. For example, paid sick leave shall not be paid concurrently with Workers' Compensation paid days, except as specifically provided in Article 19, Workers' Compensation.

3. Family and Medical Leave

This Agreement shall not be interpreted to diminish the prerogatives of this IU or the rights of any employee under the Family and Medical Leave Act of 1993.

ARTICLE 16 - SPECIAL PROVISIONS REGARDING SICK LEAVE

A.

1. Full-time employees absent as a result of assaults suffered while in the performance of their assigned teaching duties will be excused without loss of pay or sick leave for the duration of confinement under a physician's care, starting with the third consecutive school day of such absence, but not for a period to exceed twenty (20) school days of such compensation.
2. At the end of that period, the provisions of Article 17, Fringe Benefits, Section A.1., Workers' Compensation, shall be effective.
3. The IU may request the teacher to undergo a medical examination as may be directed by the IU consulting physician. This is in connection with any claim for compensation under this Section.

B. Employees absent as a result of contracting in the course of employment childhood diseases such as mumps, scarlet fever, measles, or chicken pox shall be excused without loss of pay or loss of sick leave for the duration of confinement under a physician's care.

C. When an employee is physically able to perform his/her duties but is prevented from doing so solely because of quarantine, he/she will be paid full salary only for the shortest period of time necessary for release from the quarantined premises or as may be directed by the IU consulting physician. When an employee is ill with a contagious disease and a quarantine is established because of such illness, he/she will be paid for absence as provided in this Section.

ARTICLE 17 - FRINGE BENEFITS

A. The following legally-mandated benefits are available as provided by law to all unit employees. The parties agree that the IU continues to enjoy the full discretion allowed it by the laws providing these legally-mandated benefits, except to the extent its authority or discretion is specifically limited by this or any subsequent Agreement:

1. Unemployment Compensation
2. Pensions
3. Social Security
4. Consolidated Omnibus Budget Reconciliation Act (COBRA)

B. All insurance benefit programs, including carriers and coverages, will remain in effect, with premium payments for health care insurances to be made as provided under Subsection 1. immediately below. Health insurance carriers may be changed or the Intermediate Unit may participate in a health insurance consortium, but only by mutual agreement of the parties.

1. Health Care Plans --- PPO and Indemnity:

- a. Employees wishing to elect coverage in the Preferred Provider Organization Program (PPO Blue) will continue to pay, in premium contributions, the amount they were paying in the 2013-2014 school year. In addition to these contributions, effective with any increases in premium experienced after June 30, 2014, employees shall contribute twenty-five (25%) percent of any increase in premiums, on a cumulative basis, utilizing the 2013-14 rates as a base year. (In other words, employees will pay the contributions required in 2013-14 plus 25% of all increases that occur thereafter. For example, assuming an insurance premium cost of \$1,000.00 in 2013-14 and subsequent increases of \$100.00 for 2014-15 and \$100.00 for 2015-16, the employee would pay \$50.00 in 2013-14, would pay \$75.00 in 2014-15, and \$100.00 in 2015-16.) Premium decreases, if any should occur, shall be handled on this same contribution ratio.
2. Matters Related to Health Care Plans and Coverages:
 - a. Premium conversion shall continue as currently in effect.
 - b. Employee contributions, if any, toward health care plan premiums will continue to be deducted each pay, with the deduction each pay reflecting the twelve-month contribution amount prorated over a ten-month period.
 - c.
 3. Dental Insurance
 4. Vision Insurance
 5. Life Insurance
 6. Liability Insurance

The IU shall maintain liability insurance protection for employees covering any actions or occurrences in accordance with the terms of the existing policy.
 7. Conversion of Unused Personal Leave to Sick Leave

Personal Leave days that are not used by an employee during a school year (or qualifying twelve-month anniversary period) shall convert automatically to additional Sick Leave days on the last day of the employee's anniversary month.
 8. Parking Reimbursement
 - a. All IU employees covered by this Agreement shall be reimbursed for authorized parking fees involved in carrying out their responsibilities.
 - b. The employee shall submit an itemized accounting of all such parking fees to the Assistant to the Executive Director for reimbursement at the end of each semester.
 9. Severance Pay (Terminal Leave)

a. Definitions of “retirement” and “retiree:”

- 1) The term “retirement” shall mean retirement under the provisions of the “Public School Employes’ Retirement Act” and the “Recodification of 1975,” including “early retirement” after twenty-five (25) years of service, any disability retirement, and any retirement falling under the “retiree” definition contained in Subsection 2) of this Section.
- 2) The term “retiree” shall mean any teacher who retires and begins collecting his/her annuity following:
 - a) At least twenty (20) years of credited service to the Pennsylvania Public School Employes’ Retirement System and having reached at least age fifty-five (55); or
 - b) At least ten (10) years of credited service to the PSERS and having reached at least fifty-five (55); or
 - c) Having reached at least age sixty-two (62), with at least one (1) year of credited service to the PSERS; or
 - d) At least five (5) years of credited service to the PSERS and having been placed on disability retirement following certification by a physician to be either physically or mentally incapacitated for the continued performance of duty.

b. Retirees

Employees who retire with one (1) or more years of continuous service with the IU shall be paid for unused sick and personal days as follows:

- 1) Employees shall, for the first fifty (50) days of unused accumulated sick and/or personal leave days, receive seventy dollars (\$70) per day.
 - 2) For sick and personal leave days unused in excess of fifty (50) days, but not to exceed a total of two hundred fifty (250) days, employees shall receive eighty dollars (\$80) per day.
- c. Should a teacher die while in active service, the employee’s estate shall be entitled to payment of \$65.00 per day for three-fourths (3/4) of his or her unused sick and personal leave if the employee, at the time of death, was not eligible for retirement. If at the time of death, the employee was eligible for retirement, the estate shall receive payment for the employee’s unused sick and personal leave as if the employee had retired. Consideration as a retiree will be applicable if the employee is eligible for superannuation retirement, withdrawal allowance, or disability retirement.
- d. Severance pay may be withdrawn by retiring employees over a three-year period if they so elect.

- e. The School Code of Pennsylvania which allows professional employees to transfer into or from a school district twenty five (25) or fewer sick leave days shall be applied in the following manner for purposes of severance pay eligibility:
 - 1) Any newly hired or rehired professional employee who transfers twenty-five (25) or fewer sick leave days into the IU at the time of new employment or reemployment shall have that number of sick leave days fully credited for purposes of subsequent severance pay eligibility.

ARTICLE 18 - COMPENSATION

A. Salary Schedule

The basic salaries of employees covered by this Agreement are as set forth in Appendices A through C.

B. Full-Time Substitutes and Other Unit Positions

- 1. Full-Time Substitutes (i.e. employees hired to fill a vacancy of one semester or more), shall be paid at the first step of the appropriate salary schedule and receive all fringe benefits. A Full-Time Substitute shall receive salary schedule credit for any two consecutive semesters worked as a Full-Time Substitute.
- 2. Employees hired to fill a unit position of less than one semester shall be paid at the first step of the appropriate salary schedule, but receive no paid leave or other fringe benefits not mandated by law. If a substitute hired to fill a unit position of less than one semester works continuously in the same position for a full year, then the employee shall receive salary schedule credit for the year so worked.

C. Advanced Study/Advanced Degrees Salary Credit

| | |
|---|------------------|
| Master's Degree/Master's Equivalent +10 credits | -----add \$ 200 |
| Master's Degree/Master's Equivalent +20 credits | -----add \$ 400 |
| Master's Degree/Master's Equivalent +30 credits | -----add \$ 600 |
| Master's Degree/Master's Equivalent +40 credits | -----add \$ 800 |
| Master's Degree/Master's Equivalent +50 credits | -----add \$1000 |
| Master's Degree/Master's Equivalent +60 credits | -----add \$1200 |
| Earned Doctorate | -----add \$1600 |
| NBPTS Certification | -----add \$2600* |

Credits must be from an accredited college/university or any other IU-approved educational training institution or center, including up to ten (10) inservice credits earned from Intermediate Units, and must be earned after the Master's Degree has been awarded. However, credits earned beyond ten (10) must be from an accredited university or college. An official transcript must be presented to the IU by September 1 of each school year for an increment to be effective that school year. Increments will be awarded once each year, beginning with the first paycheck of the school year.

Master's Degrees which require sixty (60) credits or more as evidenced on an official transcript shall be treated as a Master's Degree + thirty (30) credits (for example, Psychologists).

An overall "B" average is required for a block of courses to qualify for Advanced Study Credit, but no grade lower than "C" is acceptable.

Each employee will be placed on the foregoing Advanced Study salary schedule according to degree or credit status and credited years of experience as of August 31 of each year of the contract. The employee shall be responsible for submitting satisfactory evidence of degrees or credits earned. Credited years of experience are determined by the number of continuous years of local experience, plus years of experience negotiated and agreed upon with the Assistant to the Executive Director at the time the individual begins or returns to teaching in the IU.

*Effective September 2003

Note: If NBPTS certification is acquired, the NBPTS salary differential is added to the basic Master's Degree, Master's Equivalent, Bachelor's+30 Credits Salary Schedule. It is not additional to any other advanced study or advanced degree differentials.

ARTICLE 19 - WORKERS' COMPENSATION COVERAGE

A teacher who is injured on the job is eligible to receive Workers' Compensation insurance payments as provided by Pennsylvania's Workers' Compensation laws.

- A. A teacher injured on the job may forego use of available sick leave days while absent from work due to a work-related injury and only receive Workers' Compensation insurance payments as provided by law. Service credit time in the retirement system (PSERS) for this unpaid leave can be applied for in accordance with PSERS regulations.
- B. A teacher injured on the job may elect to utilize full sick leave days while absent from work due to a work related injury. Such a teacher may also collect his/her Workers' Compensation insurance payments.
 - 1. Service credit time in the retirement system will continue to be reported as normal during the period of this full-sick-leave-days paid absence.
 - 2. A teacher may, upon reasonable notice, at any time prior to exhausting all sick leave days, elect to stop usage of sick leave days and receive Workers' Compensation insurance payments only.
- C. The above provisions are subject to current Pennsylvania's Workers' Compensation laws, the Public School Employees Retirement System regulations, and any changes to these laws or regulations that may occur in the future.

ARTICLE 20 - MILEAGE ALLOWANCE

The mileage reimbursement rate shall be the prevailing Commonwealth of Pennsylvania mileage reimbursement rate.

ARTICLE 21 - PAYROLL DEDUCTIONS

IU policies and procedures applicable to payroll deductions and related provisions for those items listed below shall continue in effect, except as may be amended by this or any subsequent Agreement:

1. Auto/Homeowners' Insurance
 2. Disability Insurance
 3. Tax-sheltered Annuities
 4. Credit Union
- A. Credit Union Summer Savings and Loan Payment Plans

The Intermediate Unit, upon proper authorization of the individual employee, shall continue to allow payroll deduction for the following purposes:

1. participation in a summer savings plan.
2. repayment of Credit Union loans.
3. participation in a Credit Union-sponsored Twelve Month Pay Club, the purpose of which is to provide checks to participants during the summer. The Twelve Month Pay Club, which commenced with 1992-93 school year, shall continue to remain in effect.

The details covering the implementation of this provision, which were developed and placed into operation prior to the 1992-94 Agreement, shall remain in effect during the term of this Agreement.

ARTICLE 22 - SAVINGS AND INTEGRATION

- A. This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties, and obligations of the IU, the PFT, and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision.
- B. The parties to this Agreement acknowledge that during the course of the collective bargaining leading to this Agreement they had the opportunity to negotiate on all matters presented for negotiations and which constituted proper subjects for collective bargaining, and the parties further agree that during the course of this Agreement there shall be no further duty to bargain insofar as this Agreement is concerned.

Notwithstanding the above, the parties may by mutual agreement at any time during the life of this Agreement amend same pursuant to a written instrument executed by both parties.

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall run through June 30, 2018.

EXECUTION AND SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2016

**PITTSBURGH-MT. OLIVER INTERMEDIATE
UNIT #2**

**PITTSBURGH FEDERATION OF TEACHERS
#400, AFTPA, AFT, AFL-CIO**

DR. REGINA HOLLEY
BOARD PRESIDENT

NINA ESPOSITO-VISGITIS
PRESIDENT

DR. ANTHONY HAMLET
EXECUTIVE DIRECTOR

WALT M. MICHALSKI
STAFF REPRESENTATIVE
AFT PENNSYLVANIA

LINDA M. BAEHR
ASSISTANT TO THE EXECUTIVE
DIRECTOR

HAROLD GRANT
PARLIAMENTARIAN / PFT STAFF

SANDY UHLYAR
DIRECTOR OF BUSINESS SERVICES

CHRISTINE BELLESIS
PMOIU#2 REPRESENTATIVE

MICHAEL A. PALOMBO
SPECIAL LABOR COUNSEL

APPENDIX A

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT
SALARY SCHEDULES FOR IU TEACHERS
(TEACHERS, PSYCHOLOGISTS, COUNSELORS, THERAPISTS)
2016-2017 Through 2017-2018 School Years

BACHELOR'S DEGREE

| | 9/2016 | 9/2017 |
|---------|---------------|---------------|
| Step 1 | \$39,089 | \$39,339 |
| Step 2 | \$40,511 | \$40,761 |
| Step 3 | \$41,932 | \$42,182 |
| Step 4 | \$44,775 | \$45,025 |
| Step 5 | \$47,629 | \$47,879 |
| Step 6 | \$50,472 | \$50,722 |
| Step 7 | \$53,315 | \$53,565 |
| Step 8 | \$56,158 | \$56,408 |
| Step 9 | \$59,012 | \$59,262 |
| Step 10 | \$61,855 | \$62,105 |
| Step 11 | \$64,698 | \$64,948 |
| Step 12 | \$67,540 | \$67,790 |
| Step 13 | \$70,395 | \$70,645 |
| Step 14 | \$73,237 | \$73,487 |
| Step 15 | \$84,306 | \$85,306 |

APPENDIX B

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT
SALARY SCHEDULES FOR IU TEACHERS
(TEACHERS, PSYCHOLOGISTS, COUNSELORS, THERAPISTS)
2016-2017 THROUGH 2017-2018 SCHOOL YEARS

**MASTER'S DEGREE, MASTER'S EQUIVALENT,
BACHELOR'S DEGREE + 30 CREDITS**

| | 9/2016 | 9/2017 |
|---------|---------------|---------------|
| Step 1 | \$40,701 | \$40,951 |
| Step 2 | \$43,046 | \$43,296 |
| Step 3 | \$45,391 | \$45,641 |
| Step 4 | \$47,221 | \$47,471 |
| Step 5 | \$49,029 | \$49,279 |
| Step 6 | \$50,814 | \$51,064 |
| Step 7 | \$56,416 | \$56,666 |
| Step 8 | \$57,926 | \$58,176 |
| Step 9 | \$59,421 | \$59,671 |
| Step 10 | \$63,155 | \$63,405 |
| Step 11 | \$66,261 | \$66,511 |
| Step 12 | \$70,206 | \$70,456 |
| Step 13 | \$71,314 | \$71,564 |
| Step 14 | \$74,537 | \$74,787 |
| Step 15 | \$88,997 | \$89,997 |

APPENDIX C

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT
SALARY SCHEDULES FOR FULL-TIME SUBSTITUTES
(TEACHERS, PSYCHOLOGISTS, COUNSELORS, THERAPISTS)
2016-2017 THROUGH 2017-2018 SCHOOL YEARS

| | 9/2016 | 9/2017 |
|--------|---------------|---------------|
| Step 1 | \$39,089 | \$39,339 |
| Step 2 | \$40,511 | \$40,761 |
| Step 3 | \$41,932 | \$42,182 |

APPENDIX D

Step Movement

One step every September, except as otherwise provided in this Agreement.

Longevity Increment

1. \$1,100 after completion of 22 years of public school teaching service, including at least fifteen (15) years with the IU.
2. Effective February 1, 2003, this longevity increment increases to \$1,300.
3. Effective February 1, 2004, this longevity increment increases to \$1,500.

Anniversary Date

1. For all employees will be September, except as otherwise provided in this Agreement.
2. Employees who are hired during the school year and who work at least one-half (1/2) year will receive a full year's credit on the salary schedule for increment/anniversary purposes. Employees who are hired during the school year and who work less than one-half (1/2) years will not advance on the salary schedule for the immediately following September, but shall receive their increments each September thereafter, except as otherwise provided in this Agreement.

Workshop Hourly Rate

2001-02 school year and summer --- \$20.00/hour

2002-03 school year and summer --- \$20.75/hour

2003-04 school year and summer --- \$21.50/hour

APPENDIX E

Compensatory Time

1. All compensatory time must be taken within the semester.
2. It can be taken before / after holidays if assigned school is not in session.
3. It can be taken other days when school is in session, but services will not be expected due to a special / pre-planned school event (such as “Fun-Day”), including evidence of such event.
4. Email notification will suffice for pre-notification when possible and comp time cannot be unreasonably denied. Comp Time can include the following:
 - a. Remedial, Speech or Psychologist parent meetings/workshops
 - b. Psychological, Speech or Remedial Staffing
 - c. SAP meetings
 - d. One Open house * at each assigned school (unless other are pre-approved)
 - e. Other special circumstances or events must be pre-approved
5. Parents must sign-in on a white sheet specifically designed for PMOIU #2 by the teachers and administration. This form will include Parent/Student name – parent signature, time and date.
6. School Psychologists may take compensatory time on any day when direct services to students are not scheduled.

*Open House, parent meetings, workshops and events will include the time itself, not the time between the end of the school day to the end of the event (example 6:00 – 8:00 pm = two (2) hours for this event.

Post-Retirement Health Care Coverage Program [PRHCCP]

Commencing with qualifying retirements occurring at the conclusion of the 2001-02 school year or at any time thereafter, retiring PMOIU#2 teachers/professionals shall be eligible for a PMOIU#2-provided Post-Retirement Health Care Coverage Program [PRHCCP], starting at the time of their retirements and extending for a period of five (5) full years beyond retirement for each participating retiree.

This Post-Retirement Health Care Coverage Program [PRHCCP] shall include the benefits described below and shall be subject to the following terms and stipulations:

1. Upon any qualifying PSERS retirement, the teacher/professional retiree shall continue in the PMOIU#2 active-employee group health care plan on the same basis as during his/her active service. PMOIU#2 shall pay [for individual or family coverage, whichever applies] the same premium share --- including its share of any post-retirement yearly increases in total premium costs --- that it would pay if the teacher/professional retiree were still actively employed by the PMOIU#2.
2. Participation in the PRHCCP for all eligible retirees shall be limited to five (5) full years and shall be subject to the provisions and conditions specified in Sections 3. through 9. of this Article.
3. In order to participate in the PRHCCP, a retiree must have retired and be without any further health care coverage, i.e., he/she must not be covered by, nor be eligible to be covered by, any private or public health care plan, including through a spouse or under Medicare.
4. In the event that a retiree who is participating in the PRHCCP should become covered by some other health care plan at some point during his/her retirement, then the retiree shall not continue in the PRHCCP while he/she has such other health care coverage. Should such coverage lapse or cease, then the retiree shall be able to resume immediately his/her active participation in the PRHCCP for whatever balance of the five (5) year PRHCCP period remains for said retiree. The total duration of participation in the PRHCCP for any retiree shall be limited to five (5) consecutive years, starting at the time of retirement, irrespective of any length of time during which the retiree may have had non-PMOIU#2-provided health care coverage.
5. The five (5) year PRHCCP period shall include any and all Consolidated Omnibus Budget Reconciliation Act [COBRA] rights to which a teacher/professional may be entitled following his/her retirement. Therefore, no purchase under COBRA may be made by the retiree for further continuation in the PMOIU#2 group health care plan beyond the conclusion of his/her five (5) year participation in the PRHCCP.
6. Effective June 30, 2015 current employees eligible for post-retirement health care shall be required to contribute to the cost of the coverage they continue to receive upon retirement in the amount that an active employee is paying for that level of coverage at the time of the employee's retirement and, in addition, shall be responsible for the payment of forty (40%) percent of any increase in the premium occurring after the employee retires, on a cumulative basis. (In other words, the employee would pay the amount they pay at the date of retirement plus forty (40%) percent of any premium increases experienced after the date of retirement utilizing the date of retirement as a base year for such calculation. For example, assuming an employee retires in January 2016 when the employee contribution required from

employees under the above calculation is \$50.00 and the premium subsequently increases \$100.00 for 2016-17 and \$100.00 for 2017-18.) In addition, effective July 1, 2014, the spouse of any current employee eligible for post-retirement health care shall not be eligible for coverage after the employee retires if they have coverage available elsewhere through a private or public health care plan including Medicare. It is also understood and agreed that, for all purposes in applying the language of the current agreement, the insurance marketplace available under the Affordable Care Act shall not constitute a "public health care plan" as that term is used in the language of the Post-Retirement Health Care Coverage Program. Employees hired after June 30, 2014 shall not be eligible for post-retirement health care.

7. PMOIU#2 shall be entitled to offset its annual employer premium payment for a retiree by the amount of the Act 23 of 1991 state reimbursement, if any, to which the retiree is annually entitled, but with this offset reduced by the amount of the retiree's annual employee premium payment, if any. The retiree, provided he/she qualifies for the Act 23 reimbursement, shall always be billed at least that amount each year by the PMOIU#2, even if he/she is enrolled in the PPO plan or, at some future point, in an HMO plan. The billings shall be made semi-annually each year. [The Act 23 annual reimbursement is \$100/month, i.e., \$1200/year, effective January 1, 2002.]
8. Since active teachers/professionals are covered annually in the active-employee group health care plan through the month of September on the basis of group health care plan premium payments made throughout the previous school year, each year for a retiree in the PRHCCP shall commence in October and run through the following September, provided that the retiree is a June/summer retiree.
9. PSERS retirements which qualify for participation in the PRHCCP shall be limited to the following:
 - a. 25-years-of-service/age-55 "early-withdrawal" retirements
 - b. All superannuation retirements
 - c. "Early-retirement-window" retirements
 - d. PSERS-approved disability retirements --- coverage is limited to five (5) years or to age 65, whichever first occurs

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