

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**OCTORARA AREA SCHOOL DISTRICT**

**And The**

**OCTORARA AREA EDUCATION ASSOCIATION, PSEA/NEA**

**JULY 1, 2026 through JUNE 30, 2030**

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**ARTICLE I.**  
**RECOGNITION**

**A. Agent**

The School District hereby recognizes the Association as the exclusive collective bargaining agent for employees of the School District as set forth in a certification of the Pennsylvania Labor Relations Board dated and as amended on Nov. 19, 2012 (PERA U-12-344-E) as follows: All full-time and regular part-time professional and white-collar nonprofessional employees including but not limited to teachers, nurses, counselors, librarians, psychologists, secretaries, clerical support professionals employees, duty aides, instructional aides, instructional assistants, personal care assistants, in school suspension monitors, payroll and accounts payable clerks; and excluding management level employees, supervisors, confidential employees and guards as defined in the act.

Both parties agree 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.

**B. Separability Clause**

In the event any provision of this Agreement is found to be inconsistent with any statute or law, the provisions of such statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

**C. Membership Dues Deduction**

Payroll deductions for Association dues will be provided for all bargaining unit members. Bargaining unit members shall have fifteen (15) equal bi-monthly deductions.

**D. Fair Share**

Each nonmember in the Bargaining Unit represented by the Bargaining Agent shall be required to pay a fair share fee as provided for by Act 84 of 1988.

The Employer and the Bargaining Agent agree to comply with all provisions of said law.

If any legal action is brought against the Employer as a result of any actions it is requested to perform by the Bargaining Agent pursuant to this Article, the Bargaining Agent agrees to provide for the defense of the Employer at the Bargaining Agent's expense and through counsel selected by the Bargaining Agent. The Employer agrees to give the Bargaining Agent immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Bargaining Agent in defense of the case.

The Bargaining Agent in any action so defended, to indemnify and save the Employer and including each individual school board member, harmless against any and all claims, demands, costs, attorney fees, or other forms of liability including back-pay and all court or administrative agency costs that may arise out of or by reason of action by the Employer for the purpose of complying with this Agreement. It is expressly understood that this save harmless provision will not apply to any legal action that may arise as a result of any willful misconduct by the Employer or as a result of the Employer's failure to properly perform its obligation under this article.

**E. Term of Agreement**

The term of this Agreement shall begin on July 1, 2026, and shall continue in full force and effect until June 30, 2030, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

**F. No Strike - No Lockout Provision**

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Relations Act, Act 195, 1970 and Act 88, 1992. As a condition of the various provisions of this Agreement to which the parties have agreed, the Bargaining Agent pledges that members of the Bargaining Unit will not engage in a strike (as that term is defined in Act 195, 1970) or any other interruption of work, during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

**ARTICLE II.  
GENERAL CONDITIONS**

**A. Accuracy**

The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in this Agreement.

**B. Change in Terms**

Any changes in other employee benefits to which the parties may agree, conditioned upon a change in the term of this Agreement, as provided in Section 102.0, shall be evidenced by a revised Section 300, which shall be executed by the parties and attached hereto and made part of this Agreement.

**C. Personnel Files**

Each Bargaining Unit member shall have access to his or her personnel file during the regular working hours at a time mutually agreed upon. The Bargaining Unit member shall have the right to copy the non-confidential contents of the file. The Bargaining Unit member shall have the opportunity to initial all materials prior to placement in the personnel file. Bargaining Unit members have the right to respond to the materials contained in the file.

**D. Grievances**

It is in the interest of the general public, and in the interest of the school children that both the Employer and Bargaining Unit members served, that grievances be reconciled and disposed of as expeditiously as 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 part of this Agreement.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems that arise out of the interpretation of the terms of this contract. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

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

1. Definitions: "Grievance" means a complaint regarding the meaning, interpretation, or application of any provision in this Agreement, affecting the employees covered by this Agreement. "Grievant" means the person(s) making the complaint. "Party in interest" means the employee(s) making the complaint and their representatives. "Days" means workdays.
2. Grievances by Bargaining Unit members shall be presented in accordance with our (4) step process which is described in the following sections:
  - a. Step I - Bargaining Unit member(s) initiating the alleged grievance shall present the grievance in writing and on a form as specified in this Agreement to the building principal or other first level supervisor within twenty (20) school days after its occurrence. The building principal or other first level supervisor shall reply to the grievance within ten (10) school days after initial presentation of the grievance.

- b. Step II - If the action in Step I fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent in writing on the designated form within ten (10) school days after the aggrieved person(s) received a decision from the first level supervisor. The Superintendent shall reply to the grievance within ten (10) school days after the date of the appeal to Step II.
  - c. Step III - If the action in Step II fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Board of Education in writing on the designated form within ten (10) school days after the aggrieved person(s) received a decision from the Superintendent. The Board shall reply to the grievance within thirty, (30) calendar days after the date of the appeal to Step III.
  - d. Step IV - If the action in Step III fails to resolve the grievance to the satisfaction of the Association, the grievance may be referred to binding arbitration (as provided in Section 903 of Act 195 [1970]), in writing on the designated form within thirty (30) calendar days after the aggrieved person(s) received a decision from the Board of Education.
3. A representative of the OAEA and/or PSEA/NEA shall be present at any step of the grievance procedure.
  4. 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.
  5. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
  6. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any of the issues not submitted to him/her.

**E. Supplemental Contracts**

1. Guiding Principles

The supplemental contract positions approved by the Employer are not part of the regular contractual duties of the Bargaining Unit member and shall be filled on a voluntary basis. These positions shall be paid as indicated on the current supplemental contract salary schedule.

Supplemental contracts are awarded for a single school year only. The annual decision to retain specific supplemental contracts shall be at the sole discretion of the Employer. Notice of personnel or position status changes shall be made within sixty days (60) of the completion of assignment or season. The decision not to retain an incumbent in a given supplemental position shall not be considered a demotion under the terms of this Agreement.

2. Administrative Regulations

- a. The Employer shall negotiate the amount of remuneration to be allowed for each supplemental contract. This is to be regarded as pay for extra duty and responsibility and not a part of the tenure contract.
- b. The points to be assigned to any new extra duty position established by the Employer during the duration of this Agreement shall be negotiated.
- c. All pay for extra duty shall be paid separately from a Bargaining Unit member's regular pay utilizing direct deposit. However, any Bargaining Unit member who opts out of direct deposit in accordance with Section 201.10.2 hereinabove may also opt out of direct deposit for purposes of extra duty pay.
- d. The Employer reserves the right to withhold any remuneration for supplemental contract activity upon the Superintendent's recommendation, which is based upon neglect of duty, unsatisfactory work, or failure to fulfill all obligations and responsibilities for the assignment. When such a recommendation is to be made by the Superintendent, s/he will provide the affected Bargaining Unit member with a written list of charges and with an opportunity for a conference to discuss the charges.
- e. Bargaining Unit members holding "School Employees' Supplemental Contract" will be paid as outlined on the supplemental contract, as indicated in Section 3.
- f. Any coach/sponsor who has not already received the "bonus" plan agreed to in the Collective Bargaining Agreement of 1993-1998, shall receive a one (1) point bonus at the end of every five (5) years of coaching, advising, etc., in the same activity or sport to a maximum of five (5) points (i.e., at the end of the fifth year a person shall receive a bonus of one (1) point in addition to their salary per this Agreement. At the end of the tenth year, two (2) points; at the end of the fifteenth year, three (3) points; at the end of the twentieth year, four (4) points; and at the end of the twenty-fifth (25) year, five (5) points of the point value per this Agreement). These bonuses will be paid for the years stated only.
- g. The monetary value for supplemental contract points will be \$620 during the term of this Agreement.

- h. The point value assigned each extra duty position shall be as indicated on the attached schedule under the column heading of "points."
  - i. The Superintendent shall make decisions concerning deductions from supplemental salary for absence in each instance. No payment under supplemental contracts will be authorized during periods when Bargaining Unit members are on sabbatical or maternity leave. Deductions shall be made when a substitute is paid to perform the extra duty; when deductions are made, they shall be made on a per diem basis, based upon the supplemental contract salary. The per diem rate will be determined by dividing the contract salary by the total number of school days during which the activity would normally be in progress.
  - j. Adjustments which may involve transfers within the framework of this schedule or consideration for previous experience shall be as determined by the Superintendent. In general, credit for experience in one sport or activity will not be applicable for salary purposes when transferring to another sport or activity. When an assistant coach/sponsor moves into a head coach/sponsor position in the same sport or activity, the years served, as assistant will count toward proper placement on the point scale.
  - k. Credit for experience as coach/sponsor of a sport or activity applies only to those years for which the Employer approved a supplemental contract.
3. Supplemental Pay Schedule: (Effective July 1, 2022)

a. Athletics

	<u>Head Coach Points</u>	<u>Asst. Coach Points</u>
H.S. Baseball	1 @ 7 points	3 @ 6 points each
H.S. Softball	1 @ 7 points	3 @ 6 points each
H.S. Basketball, Boys	1 @ 10 points	1 @ 9 points
H.S. Basketball, Girls	1 @ 10 points	1 @ 9 points
H.S. Cheerleading, Fall	1 @ 7 points	1 @ 6 points
H.S. Cheerleading, Winter	1 @ 7 points	1 @ 6 points
H.S. Cross Country	1 @ 7 points	1 @ 6 points
H.S. Football	1 @ 10 points	4 @ 7 points each
H.S. Soccer, Boys	1 @ 7 points	2 @ 6 points each
H.S. Soccer, Girls	1 @ 7 points	2 @ 6 points each
H.S. Tennis, Boys	1 @ 7 points	N/A
H.S. Tennis, Girls	1 @ 7 points	N/A
H.S. Track, Boys	1 @ 7 points	2 @ 6 points each
H.S. Track, Girls	1 @ 7 points	2 @ 6 points each
H.S. Indoor Track, Boys	1 @ 7 points	N/A

H.S. Indoor Track, Girls	1 @ 7 points	N/A
H.S. Wrestling, Boys	1 @ 10 points	1 @ 9 points
H.S. Wrestling, Girls	1 @ 10 points	1 @ 9 points
H.S. Field Hockey	1 @ 7 points	1 @ 6 points
H.S. Volleyball	1 @ 7 points	1 @ 6 points
H.S. Golf	1 @ 7 points	N/A
H.S. Intramurals*	\$3,000 Total	
M.S Basketball, Boys	1 @ 4 points	1 @ 4 points
M.S. Basketball, Girls	1 @ 4 points	1 @ 4 points
Field Hockey, Girls	1 @ 4 points	1 @ 4 points
M.S. Cheerleading, Fall	1 @ 4 points	N/A
M.S. Cheerleading, Winter	1 @ 4 points	N/A
M.S. Football	1 @ 6 points	1 @ 4 points
M.S. Cross Country	1 @ 4 points	1 @ 4 points
M.S. Soccer, Boys	1 @ 4 points	1 @ 4 points
M.S. Soccer, Girls	1 @ 4 points	1 @ 4 points
M.S. Wrestling, Boys	1 @ 4 points	1 @ 4 points
M. S. Volleyball,	1 @ points	1 @ 4 points
M.S. Baseball	1 @ 4 points	1 @ 3 points
M.S. Track	1 @ 4 points	3 @ 4 points each
M.S. Softball	1 @ 4 points	1 @ 3 points
M.S. Intramurals*	\$3,000 Total	
E.S. Intramurals*	\$3,000 Total	
*Amt. Paid Sponsor Determined by Supt.		

b. Non-Athletics

	<u>Points</u>
H.S. Honor Society	4
H.S. Musical Production	8
H.S. Musical Production Assistant	6
H.S. Dramatics Coach	4/play
H.S. Future Business Leaders Advisor	4
H.S. Newspaper Advisor	6
H.S. Yearbook Advisor	6
H.S. Department Heads	4 each
H.S. Young Farmer Advisor	4
H.S. Class Advisors	2 each/2 persons per class
H.S. Marching Band Director	5

H.S. Band Front Coordinator	3
H.S. Future Farmers of America	4
H.S. Varsity Club	2
Jr. High Team Leaders	4 each
Jr. High Variety Show Coordinator	4
Jr. High Newspaper Advisor	4
Jr. High Yearbook Advisor	4
E.S. Writing Coordinator	2
E.S. Grade Level Chair People	4 each
E.S. Science Coordinator	2
E.S. Math Coordinator	2
E.S. Social Studies Coordinator	2
E.S. Yearbook Advisor	4
OPLC Grade Level Chair People	4 each
OPLC Writing Coordinator	2
OPLC Science Coordinator	2
OPLC Math Coordinator	2
OPLC Social Studies Coordinator	2
OPLC Yearbook Advisor	4
E.S./OPLC Technology Coordinator	4
Academic Competition Advisors	2
Audio-Visual Coordinators	4
Auditorium Stage Manager	4
Gifted Advisors	4
Mentor Teachers/Chairpersons – 2 each	2
Music Directors	2 each/6 positions
Student Council Advisors	6
OIS Yearbook	4
Leo Club Advisor	4
Media Communications Club	4
Skills USA: OACTEP Culinary Arts	4
Skills USA: OACTEP Computer Technology	4

4. Substitutes

- a. A position of Substitute Coordinator shall be established. The building principal secretary shall be assigned this position as a portion of the job duty as building principal secretary.

- b. When the building principal's secretary is out of work for illness, vacation, or other reasons, the building secretary will be required to make substitute calls. The building principal will coordinate this to assure that staff calls the appropriate person. The building secretary will be paid 1.25 times the hourly salary for this duty.
- c. Substitute Coordinators will receive a cell phone for utilization only in calling substitutes and receiving requests for substitutes.
- d. In the event that a bargaining unit member is qualified to perform the duties of a substitute teacher and is requested to do so, said bargaining unit member shall be paid an amount equal to \$17.25 per hour or the total amount that would have been expended by the District to hire a substitute teacher from outside the bargaining unit at the highest daily rate currently paid, whichever is higher.

**F. Waiver**

The parties agree that all items to be negotiated have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any item whether contained herein or not, during the life of this Agreement. This provision does not exclude from negotiations any new items initiated by the Employer during the life of the contract or any item from negotiations for a subsequent contract.

**ARTICLE III.  
PROFESSIONAL EMPLOYEES**

**A. Wages – Professionals**

The parties agree that wages and salaries to be effected by this Agreement are:

2026-2027 Salary increase of 4.75%

2027-2028 Salary Increase of 4.75%

2028-2029 Salary Increase of 4.75%

2029-2030 Salary Increase of 4.75%

The schedule of wages and salaries set forth in Appendix A shall be the schedule that shall remain in force for the period of this Agreement.

- 1. In the event that the term of this Agreement shall be extended as provided in, and in the event that such mutually agreed upon changes result as a condition of such an extension, Appendix A shall be executed by the parties and attached to and made part of this Agreement.
  - a. Salary Schedule Provisions

- (1) Special grants will be given to those Bargaining Unit members receiving additional graduate hours beyond the Bachelor's Degree as indicated by the 9 ½ month salary schedule. Bargaining Unit members who qualify under this provision will be awarded the full advanced preparation increment for the current school year provided qualification is earned before October 1. Teachers who have met the requirements between October 1 and February 1 will be awarded one-half of the advanced preparation increment for that year. Beginning in 2012-13, employees shall be restricted on their movement on the salary schedule to one column every two (2) years.
- (2) For salary purposes, credits must be graduate credits earned at an accredited college or university.
- (3) Only those graduate credits acquired after the Master's Degree has been earned will apply to the salary schedule for columns beyond the Master's. This provision will not apply to courses taken at the written request of the Employer or courses that are specifically pre-approved in writing by the Superintendent or his/her designee as an exception to this provision. This provision will also not preclude salary credit from being granted for graduate courses taken for the purpose of complying with the requirements of Act 48, not to exceed a maximum of six (6) credits every five (5) years, as prescribed by the Act.
- (4) If the Employer finds it necessary in order to employ or retain satisfactory employees, it reserves the right to deviate upward on the salary schedule.
- (5) A valid Master's Equivalency certificate shall be recognized for placement in the Master's Degree Column only. Bargaining Unit members with an MEQ may not continue to earn additional credit increments on the salary schedule columns. (Note: All Bargaining Unit members with a Master's Equivalency as of September 1, 1995 may continue to move on the columns beyond the Master's).
- (6) Bargaining Unit members whose effective date of employment is after July 1, 2002 must earn a Master's Degree in order to progress to the Master's column. A Master's Equivalency certificate shall no longer be recognized for salary purposes for professional and temporary professional employees initially employed after July 1, 2002.

- (7) Salaries for Bargaining Unit members on 12-month contracts will be obtained by taking 121 percent of the salary on the appropriate level of the 9-½ month schedule. Salaries for Bargaining Unit members on 10-month contracts will be obtained by taking 105.3 percent of the salary on the appropriate level of the 9-1/2 month schedule.
- (8) If a Bargaining Unit member works at least half the contracted year they will be credited a full step for salary purposes. If they work less than half the contracted year they will remain on the same step for the following year.

b. Salary Schedules

Appendix A: Professional Salary Schedules for 2026-2027, 2027-2028, 2028-2029, and 2029-2030.

c. Long Term Substitutes

Long-Term substitutes who are scheduled to work over 45 days shall be placed on Step I of the Bachelor's Column of the salary schedule.

d. Professional Pay for Additional Duties

The pay rate for professional work beyond contract requirements shall be based on the current year's salary schedule of the lowest dollar value cell of the bachelor's column divided by 1388 (entry level for most new grads).

**B. Miscellaneous Provisions**

1. The pay dates will be the 15<sup>th</sup> and the last day of the month. Upon completion of the work year, (last pay in June), Bargaining Unit members shall be entitled to receive all monies due in one (1) payment.
2. All pays will be set up for direct deposit into financial institutions designated by the Bargaining Unit member and within capabilities of the payroll computer system. An individual Bargaining Unit member may opt out of direct deposit only for good cause shown. Examples of good cause include but are not limited to legal disputes, court proceedings, identity theft issues, and court ordered support payments.
3. Employees who participate in direct deposit will no longer be provided with paystubs. The District will provide all employees with paystubs through his/her personal District portal. Each building shall have a designated public computer with a confidential printer for printing of the employee's pay stub.

**C. Payroll Deduction**

1. Credit Union Deduction

Bargaining Unit members using the services of the Trumark Credit Union shall have the option of having regular and predetermined amounts deducted from their paychecks and forwarded to the Credit Union. No Bargaining Unit member shall be allowed to change the amount of the deduction more than twice (2) during the fiscal year (July 1 - June 30).

2. Membership Dues Deduction

Payroll deductions for Bargaining Agent dues will be made available to all Bargaining Unit members. Fifteen (15) equal deductions will be made starting with the first pay in October. Monies withheld will be transferred to the Bargaining Agent within one (1) week after the fifth, tenth, and fifteenth deductions. It shall be the responsibility of the Bargaining Agent to enroll Bargaining Unit members who wish to take advantage of this provision.

**D. Leaves**

1. Professional Leaves:

- a. Leave Policies - (Effective July 1, 1997)
- b. Administrative Leave (Code A) - [Administrative Option]
- c. Administrative Leave - Administrative leave may be granted at the request of either the Bargaining Unit member or the Employer for absence to attend meetings of such a nature that will be to the benefit of the Employer.
- d. Death in the Family - School Code, 24 P.S. \_11-1154).
- e. Death in Immediate Family (Code D-I) – Bargaining Unit member shall be granted leave not to exceed three (3) days as defined in 24 P.S. \_11 - 1154(b) of the School Code in the event of the death of his/her "father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resided in same household, or any person with whom employee made his home." The Employer may extend the period of leave with pay if the circumstances should warrant it.
- f. Death of "Near Relative" (Code D-II) – Bargaining Unit member shall be granted a leave, as defined in 24 P.S. \_11 - 1154(C) of the School Code, for day of funeral for the death of his/her "first cousin, grandparent, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchild."

- g. Jury Duty (Code J) - Bargaining Unit members serving on jury duty shall be paid their full salary during their absence. Upon return to active duty, the Bargaining Unit member shall repay to the Employer the total of the per diem reimbursement for jury duty. Failure to do so will result in subsequent deduction of an equivalent sum.
- h. Military Training Leave (Code M) - Not to exceed fifteen (15) days per school year, as in conformance with Section 3301 of the School Code.
- i. Personal Leave
  - (1) Without Deduction (Code P-I) –Employees shall receive two (2) personal days in each year of the Agreement. Personal days may carry over in one given year to the maximum of seven (7) days. Employees with five (5) or more years of service in the Octorara Area School District shall receive three (3) personal days in each year of the Agreement. Employees may not use more than five (5) personal days consecutively. In case of emergency, Sections Article III(D)(1)(i)(a), (b) and (c) shall be waived. All current employees, at the time of ratification, shall have their personal leave days grandfathered and will keep all personal days until which time the total amount of their accumulated days falls below the aforementioned seven (7). Employees shall not be able to accumulate more days than what they have grandfathered at the time of this Agreement. For those members grandfathered, at the end of each school year three (3) personal days will be paid at his or her per diem rate until the number of days accumulated is below seven (7). Any member who has eight (8), nine (9), or ten (10) personal days at the end of any school year shall be paid at his or her per diem rate for all days above seven (7).
  - (2) Not more than three (3) Bargaining Unit members from each building may be granted leave on the same day. Employer is not obligated to grant personal days on the first two student days of school or during the last two student days of school.
  - (3) All requests will be granted on a "first come -- first served" basis as determined by the exact time the request form is handed to either the Superintendent (for district wide Bargaining Unit members), the Secondary School Principal, the Intermediate School Principal, the Elementary School Principal, or the Primary Learning Center Principal.
  - (4) All requests must be turned in at least two (2) school days prior to day of leave.

- (5) Requests for personal leave for any school year will not be accepted prior to July 1 of that school term for which the leave is requested.
- (6) When an employee retires, payment will be made on the last day of the contract year for up to two (2) unused personal days at the bargaining unit member's per diem rate, all other remaining days shall be paid at the existing lowest per diem substitute rate.
- j. With Full Loss of Pay (Code P-II) - All requests for leave not requested in accordance with any other leave policy or not approved by the Superintendent in accordance with any other leave policy shall be with full pay deduction. Deductions for any such absence shall be based upon a per diem rate with reference to the Bargaining Unit member's current contract salary and annual contract in days.
- k. Religious Leave (Code R) - Upon request, Bargaining Unit members may be granted leave to observe certain recognized religious holidays observed by their respective religious faiths in accordance with Section 3705.1 of the School Laws of Pennsylvania.
- l. Sick Leave (Code S) - School Code, par. 1154(a)
  - (1) All Bargaining Unit members shall be entitled to ten days of sick leave per school year; however, such Bargaining Unit members regularly employed in excess of ten months per year shall be entitled to earn in each school year one day per month or fraction thereof; all such unused sick leave to be cumulative from year-to-year without limitation, and any part of such accumulated sick leave may be used in any one or more school years. All other provisions of Section 1154 of the School Laws of Pennsylvania shall apply.
  - (2) Any Bargaining Unit member transferring to the school district from another Pennsylvania school district is entitled to carry with him/her all unused accumulated sick leave not exceeding twenty-five (25) days.
  - (3) After four (4) years of service with the Employer, Bargaining Unit members receive one (1) additional day of sick leave each year. These days are in excess of the ten (10) days that may be earned in any one year and are cumulative.
  - (4) Any Bargaining Unit member who has been absent from duty for a period of five (5) consecutive days or more because of illness shall, upon request of the Employer, present evidence from a physician or other practitioner which shall indicate the Bargaining Unit member is physically able to perform their duties.

- (5) Effective July 1, 2002, Bargaining Unit members may use three (3) days of their accumulated sick leave as family sickness leave for the purposes of caring for a member of their family who is ill or injured.
- m. Witness in Legal Proceedings (Code W) - Bargaining Unit members officially called as witnesses in legal proceedings shall receive pay for the required absence.
- n. Sabbatical Leave - Any Bargaining Unit member who has completed ten (10) years of satisfactory service in Pennsylvania, with at least five (5) years of consecutive service for the Employer, shall be entitled to a leave of absence for restoration of health, professional development, or at the discretion of the Employer for other purposes. Such leave of absence shall be for a half or full school term, or for two (2) half school terms during a period of two (2) years, at the option of the Bargaining Unit member.
  - (1) If a sabbatical leave is requested because of illness of a Bargaining Unit member, a leave shall be granted for a period equivalent to a half or full term or equivalent to two (2) half school terms during a period of two (2) years. If a half school term has been granted and the Bargaining Unit member is unable to return to school service because of illness or physical disability, the Bargaining Unit member, upon written request prior to the expiration of the original leave, shall be entitled to a further sabbatical leave for one-half ( $\frac{1}{2}$ ) school term or its equivalent. Thereafter, one (1) leave of absence shall be allowed after each seven (7) years of service following completion of the sabbatical.
  - (2) A sabbatical leave granted to a Bargaining Unit member shall also operate as a leave of absence without pay from all other school activities.
  - (3) Applications for leave of absence shall be given preference according to the years of service since the previous sabbatical leave of the applicant.
  - (4) The Employer shall not limit the number of leaves of absence granted in any school year to less than ten percent (10%) of the number of Bargaining Unit members eligible for such leave of absence who are regularly employed by the Employer.
  - (5) No leave of absence shall be granted unless the Bargaining Unit member shall agree to return to their employment with the Employer for a period of not less than one (1) school term immediately following such leave of absence.

- (6) No such leave of absence shall be considered a termination or breach of the contract of employment, and the Bargaining Unit member on leave of absence shall be returned to the same position in the same school s/he occupied prior thereto.
- (7) Upon expiration of the sabbatical leave, if the Bargaining Unit member fails to return to school service, unless prevented by illness or physical disability, the Bargaining Unit member shall forfeit all benefits to which said Bargaining Unit member would have been entitled under the provisions of this Agreement for the period of the sabbatical leave.
- (8) Every Bargaining Unit member on sabbatical leave of absence, shall be considered to be in regular, full-time daily attendance in the position from which the sabbatical leave was taken, during the period of said leave, for the purpose of determining the Bargaining Unit member's length of service and the right to receive increments and all benefits due the Bargaining Unit member.
- (9) The Bargaining Unit member on leave of absence shall continue membership in the Public School Employees' Retirement System (PSERS). The Employer shall pay into the PSERS fund on behalf of each such Bargaining Unit member on leave, 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 Bargaining Unit member, as though said Bargaining Unit member was actually in regular full-time daily attendance in the position from which the sabbatical leave was taken, so that such Bargaining Unit member's retirement rights shall be in no way affected by such leave of absence. The amount of contribution, required to be paid by the Bargaining Unit member, shall be deducted from any compensation payable to the Bargaining Unit member while on leave.
- (10) The Bargaining Unit member on leave of absence shall receive one-half ( $\frac{1}{2}$ ) of their regular salary during the period s/he is on sabbatical leave.
- (11) Regular salary includes only the salary consideration for the Bargaining Unit member's assignment during the school term, and does not include extra-duty pay for extracurricular activities.
- (12) The Bargaining Unit member requesting a sabbatical leave of absence for restoration of health shall furnish a physician's certificate.

- (13) The Bargaining Unit member requesting a sabbatical leave for professional development shall present a plan of professional development activities to the Employer. The professional development activities shall include those activities required by regulations of the State Board of Education and by the laws of the Commonwealth for a professional certificate or commission, or to improve the Bargaining Unit member's professional competency.
- (14) The professional development activities shall consist of any of the following combinations thereof: for a half (½) school term, nine (9) graduate credits, twelve (12) undergraduate credits, or one hundred eighty (180) hours of other professional development activities; for a full school term, eighteen (18) graduate credits, twenty-four (24) undergraduate credits, or three hundred sixty (360) hours of other professional development activities.
- (15) The following are examples of professional development activities that may be used in the combination set forth in Section 301.9.14 by the Bargaining Unit member requesting a sabbatical leave for professional development to improve professional competency:
- (16) Professionally Related Coursework - Post-baccalaureate graduate or undergraduate coursework at an accredited institution of higher learning which pertains to the current or anticipated educational programs of the school.
- (17) Pennsylvania Department of Education (PDE) approved in-service courses offered by In-Service Councils as approved by the PDE.
- (18) Curriculum Development Work - School sponsored individual and group work or education program.
- (19) Professional Conferences - Educationally related meetings, seminars and workshops sponsored by groups including professional organizations, government agencies, and commercial sponsors.
- (20) In-service/staff development programs offered through the Employer, including those offered in cooperation with other entities and institutions of higher education.
- (21) Independent Study - Individual pursuit of expertise on a job-related topic.
- (22) Student Enhancement Activities - Examination of locales to gather information, collect pictures, and other materials for use with students.

- (23) Personally Designed Option - An individually created professional development experience.
- (24) Any combination of professional development activities provided in the District's Act 48 Professional Development Plan.
- (25) Upon completion of the sabbatical leave for professional development, the Bargaining Unit member shall provide the Employer with satisfactory evidence that the plan for professional development was complied with during the leave.
- (26) With the exception of illness, all requests for sabbatical leave must be requested in advance.

o. Child Rearing Leave

Bargaining Unit member shall be granted unpaid leave of absence for up to one year for the purpose of childcare or child rearing. Such leave shall be consistent with applicable state and federal laws and/or rules and regulations.

- (1) Leave shall commence on a date determined by the Bargaining Unit member and attending physician. The Superintendent shall be notified of the Bargaining Unit member's intent to begin leave. Notice shall be served within a reasonable period of time in advance of leave.
- (2) The Superintendent shall be notified of the Bargaining Unit member's intent to end leave and return to employment. Notice shall be served within a reasonable period of time in advance of return from leave. (Upon return from leave, the Bargaining Unit member shall be returned to the same position, in the same building, as assigned prior to the leave, as long as the same position is still in effect).

## **E. Insurance**

### **1. Medical**

Where two Bargaining Unit members are covered as a couple, co-payment will be based on the lesser of the total of two single co-payments or couple coverage.

#### **Health Plan**

The proposal offers the HD-HC Plan with the Health Savings Account (HSA) to the Professional Bargaining Unit member. The plan will have the minimum deductible allowed by the IRS with integrated RX. For this plan, the Employer will pay 91% single and 88% family of the required premium with the member paying 9% single and 12% family of the premium in the form of a pre-tax payroll deduction.

- For the term of the contract, the Employer Contribution to Health Savings Account (HSA) each year is three-quarters 75% of the current deductible.
- The Employer will pay the monthly administrative HSA fee from the carrier.
- The Employer will increase the annual contribution by 75% of any IRS increases to the minimum deductible.
- Employer Contributions will be deposited on the 1<sup>st</sup> banking day of July; with the actual deposit posted to the employee's account within 7-10 banking business days due to the banking system's processes. The annual contributions for future years will also follow said schedule.
- Employee voluntary payroll contributions will be permitted on a schedule to be determined by the parties.
- The plan is set at the minimum IRS deductible. If and when the IRS changes the minimum deductible amounts, the new deductible will commence on the first day of the next plan year or as set forth under the IRS.
- New hires will receive a prorated portion of the employer contribution to the HSA.
- If an employee has a status change that affects the coverage level from Single to Family, then the employee will receive a proration of the additional employer contribution dependent upon the date of the change.
  - If the status change occurs during either the 1<sup>st</sup> or 2<sup>nd</sup> quarters following the beginning of the plan year, the employee will receive the additional monies to equal a family employer contribution.

- If the status change occurs during either the 3<sup>rd</sup> or 4<sup>th</sup> quarter following the beginning of the plan year, the employee will receive 50% of the additional monies to equal the family employer contribution
- The deposit into the HSA by the District will be made on the next payroll for which employee voluntary contributions are being processed to the extent that there is sufficient time to do so.
- If at any time, an employee who is enrolled under the QHDHP, becomes ineligible to have an HSA, it will be the responsibility of the employee to notify the District Office of such change. The employee will be permitted to change to a non-qualified plan effective for the first of the next month following the notification. There can be no retroactive enrollment and the employee will have to begin a new deductible under the respective plan chosen.

The Qualified Plan and the Health Savings Account is governed by the IRS as set forth under Title 26 U.S. Code § 223.

<u>Dental</u>		<u>Vision</u>		<u>Prescription</u>	
Single	9%	Single	9%	Single	9%
Family	12%	Family	12%	Family	12%
(% of premium)					

- a. Bargaining Unit Members who retire from employment under the Pennsylvania Public School Employees' Retirement Policies, which is defined as an individual who has taken superannuation retirement and has retired with fifteen (15) or more years of credit service in the Octorara Area School District or has taken disability retirement, may be included in the group offered by the employer to active employees in the same bargaining unit at their expense. The Insurance for the retiree and eligible dependents may continue until the retiree reaches 65 Years of age or until they are covered by another employer sponsored group health plan. The premium shall be paid in advance on a quarterly basis by the retiree to the District Business Office.
- b. Spouses of deceased members who are actively employed by the Employer may purchase the group health plan at the group rate for a period of six (6) years.
- c. If at any time during the term of this contract or before a successor contract is reached it becomes known to the Board that any of the healthcare plans provided by the Board to bargaining unit members will incur the excise tax imposed on employers by the federal government through the Affordable Care Act, then the Board and Association Agree to the following:

- (1) To meet six months prior to the plan implementation to increase co-payments and deductibles until the premiums for the plan will not be subjected to the excise tax.
- (2) If the Board and Association cannot mutually agree upon a new plan within 30 days, district may impose the most similar plan with the lowest possible increased deductible, evenly on both family and individual plans, to avoid said excise tax.

2. Dental Insurance

Delta Dental or its equivalent will include coverage for oral surgery, crowns, inlays, prosthetics, periodontics, implants and orthodontics.

The percentage of coinsurance for crowns, inlays, prosthetics, implants and periodontics shall be 80 percent (80%) of the U.C.R. charges as established by Delta Dental Insurance Company. This provision shall carry an annual maximum of \$2,500 per individual. The percentage of coinsurance for orthodontia shall be 80 percent (80%) and shall carry a \$2,500 lifetime maximum per individual.

3. Prescription Drug Plan for Employees Opting out of the Medical Plan

The Prescription Drug Program will be subject to limitations and exclusions listed in the CVS Caremark Managed Pharmacy Benefit Services Agreement. The prescription deductible will be \$5 for generic drugs and \$35 for brand name drugs. There will be mandatory mail order provision for maintenance drugs. For ninety-day (90) supply the employee shall pay double the deductible stated above. The District plan will provide contraceptive coverage.

The Prescription Drug program will include a Step Therapy provision with one generic.

4. Spousal Language

Any insured member whose spouse has benefits through a Federal Agency, the PA State government, a PA County Government or traditional PA public school will not be covered under the District's health plan. Additionally, any member who voluntarily removes his/her self, spouse or dependents is eligible for a payment of 20% of the premium savings.

5. Vision Insurance Plan

The Vision Plan will be equal to the current plan administered by School Claims Services, LLC.

6. Group Life Insurance

- a. The Employer agrees to pay 100 percent (100%) of the cost of a term life insurance policy, including A.D. & D. for each Bargaining Unit member equal to the contract salary of the Bargaining Unit member, rounded to the next higher \$1,000. The amount of the life insurance policy shall not exceed \$50,000. If the IRS raises the cap from \$50,000 the policy will increase to a maximum of \$70,000. Bargaining Unit members will have the option of purchasing additional life insurance at the group rate and pay the excess premium for that insurance via payroll deduction.
- b. Bargaining Unit members will have the right to purchase group life insurance for their spouses and dependents at the group rate and pay the entire premium via payroll deductions (dependents also included).

7. Long Term Disability

The Employer agrees to pay 100 percent (100%) of the cost of a Long Term Disability Plan. The Long Term Disability Plan will provide for two-thirds (2/3) of the Bargaining Unit members' salary until age sixty-five (65). The Disability Plan will have an elimination period of sixty (60) consecutive calendar days. Any payment under this plan will be reduced by any amount of any income received or eligible to be received by an insured Bargaining Unit member (i.e., social security, PSERS, earnings from Employer or self-employment). Bargaining Unit members receiving Long Term Disability benefits are not entitled to sick leave benefits (Section 301.7)

8. Part-Time Bargaining Unit Member Benefits:

- a. Part-time Bargaining Unit members and Bargaining Unit members classified as temporary professional employees and long-term substitutes are entitled to all rights and privileges of the Agreement, on a pro rata basis, unless otherwise specifically excluded. Part-time Bargaining Unit members may elect the various benefit coverage and will be given a pro rata share of each selected coverage with the obligation that they pay the difference in cost between their pro rata share and the full cost. Bargaining Unit members who were working under the conditions of the contract prior to January 1, 2003, will continue to receive benefits coverage as agreed.
- b. By June 1st of each year of the term of this Agreement and prior to implementation of any rate change, the Employer shall provide to the Bargaining Agent all information relevant to the formulation of said rate change.

**F. Tuition Reimbursement**

1. An accredited college or university must officially designate all reimbursable courses as graduate level courses. In exceptional cases, the Superintendent may approve special undergraduate courses for reimbursement.

2. The Superintendent must approve prior to registration all courses for which a Bargaining Unit member will request reimbursement as stipulated by conditions within this Agreement.
3. For reimbursement, graduate classes taken in the area of the Bargaining Unit member's current professional assignment will be approved for reimbursement after review and approval by the Superintendent. These classes will count for columnar movement. If the graduate class is not in the area of the Bargaining Unit member's current professional assignment, the Superintendent may approve the class based on his/her review of course.

Upon approval the Employer shall reimburse for the class and have that class count toward columnar movement. If the class is not in the area of the Bargaining Unit member's current professional assignment and the Superintendent does not approve the class there will be no reimbursement for the class and there will be no columnar movement based on the credits earned from the class. The Superintendent may request additional information from the Bargaining Unit member to determine whether or not the course should be reimbursed based on the needs of the Employer.

4. Reimbursement will be paid within forty-five (45) days after a certified institutional transcript and a receipted invoice (or tuition bill accompanied by proof of payment) showing actual tuition costs incurred are received by the Human Resources Department or designee. Payment for credits earned will be at the rate prevailing during the school fiscal year in which the course was begun.
5. Any reimbursement paid does not become part of contract salary.
6. Reimbursement will be made only for approved credits earned after the Instructional I Certificate is earned.
7. Reimbursement for approved credits will be made for the actual cost per credit, or at the cost per credit at West Chester University, whichever is lower, to a maximum reimbursement for twelve (12) credits per year.
8. Reimbursement will be paid only for tuition costs per credit and not for other fees, books, supplies, equipment, or travel expense.
9. Reimbursement will be paid only for credits earned in courses for which the Bargaining Unit member received a grade of "B" or better. In a "pass - fail" or "satisfactory - unsatisfactory" situation, "pass" or "satisfactory" shall be considered as "B" or better.
10. Credits earned under a fellowship, scholarship, or similar program, for which there is no tuition expense for the Bargaining Unit member, are not reimbursable.
11. Bargaining Unit members on study sabbatical leave are considered active employees and will receive reimbursement on the same basis as active Bargaining Unit members.

12. No tuition reimbursement will be paid unless the Human Resources Department, or designee, receives the official transcript and receipted invoice within a three (3) month period after the completion of the course, barring any extenuating circumstances. A copy of a tuition bill accompanied by the proof of payment for the tuition payment will be accepted in lieu of a receipted invoice.
13. If a bargaining unit member leaves the District for any reason other than retirement or the following "life changing events": spousal relocation for employment that is further than 75 miles away, major change in employee's health, or death of a spouse, the bargaining unit member shall reimburse the District for tuition received within one year of separation.

**G. Termination of Service**

1. Upon termination of employment and provided that s/he has completed fifteen (15) consecutive years of employment with the Employer immediately prior to termination, a Bargaining Unit member shall be eligible for a severance bonus equivalent to 3/10 of one percent (.003) of the salary for the last completed school year, times the number of years of satisfactory service with the Employer or its previous components up to a maximum of \$2,500.
2. All leaves authorized by the Employer shall be construed as not breaking the continuity of consecutive service for the purpose of meeting the minimum consecutive fifteen (15) year provision.
3. All satisfactory years of employment with the Employer or its previous components, for which the Bargaining Unit member is eligible to earn retirement credit, shall be counted for the computation of the severance bonus.
4. The Employer shall make a non-elective employer contribution to the Bargaining Unit member's 403(b) TSA in an amount equal to the severance bonus. The Bargaining Unit member shall have no cash payout options.
5. Upon resignation or retirement, after fifteen (15) consecutive years of service with the Employer, Bargaining Unit members will be compensated for unused sick leave days at the rate of 13% per diem rate per day.

**H. Hours of Work & Other Conditions of Employment**

1. Changes in Hours

Changes in hours of work or other conditions of employment to which the parties may agree, conditioned upon a change in the terms of this Agreement, shall be evidenced by a revised Sections 200 and 400 that shall be executed by the parties and attached hereto and made part of this Agreement.

2. Work Year

- a. The work year of Bargaining Unit members employed on a ten (10) month basis shall not exceed two hundred (200) days, inclusive of a two (2) 5 hour in-service days.
- b. The work year for Bargaining Unit members employed on a nine and one-half (9½) month basis shall not exceed the equivalent of one hundred ninety (190) days inclusive of a two 5-hour In-Service Days. All days beyond the scheduled student school year shall be used according to the terms described in this contract. Three half-days will be given for early dismissal (to compensate for evening parent/teacher conferences: the day before Thanksgiving, the day before the Christmas break, and a day following spring conferences.)
- c. The work year of Bargaining Unit members employed on a twelve (12) month basis shall include all days of the nine and one-half (9 ½) month Bargaining Unit members and a five (5) day work week for the remainder of June and all of July and August, except for two-week vacations and all holidays granted to the professional staff by the Employer.
- d. The work year of a School Psychologist employed on a twelve (12) month basis shall include all days of the nine and one-half (9 ½) month Bargaining Unit members and when scheduled by the District, four (4) day work week that equates to the same amount of time as a five (5) day work week, inclusive of a 30 minute lunch and 45 minutes of planning for the remainder of June and all of July and the days in August which lead up to the beginning of the next school year, except for two week vacations and all holidays granted to the professional staff by the employer. The District reserves the right not to schedule a four (4) day summer work schedule based on the needs of the District.
- e. All Counselors assigned to the Octorara Primary Learning Center, the Octorara Elementary School, and the Octorara Intermediate School will work 10 months or 200 days.
- f. Counselors assigned to the Octorara Middle or Senior High Schools will work 10.5 months or 210 days.
- g. Counselors assigned to the Octorara Middle or Senior High Schools who works 10 months or 200 days may transition to 10.5 months or 210 days should the individual choose to do so.
- h. Intervention Specialists can have, as approved by their building principal, up to ten (10) flex days in the course of a year. Flex days will be considered days worked during traditional summer months in exchange for days not worked during the 190-day schedule for teachers.

3. In-Service Time

This section is intended to clarify the use of the days beyond the student school year in the Agreement for In-Service Time utilization.

a. Utilization of 4 Days

Reserve 4 days, to be designated as the first Friday after the last day of each of the first three marking periods and the Friday preceding the last day of school as In-Service/Classroom-Clerical days.

b. In-Service/Classroom-Clerical Days Defined

8:00 a.m. – 11:00 a.m.      In-Service Time

In-Service Time is defined as time for administratively organized activities.

The Bargaining Agent has the option of planning for up to two (2) hours of the twelve (12) hours of “In-Service Time”.

11:00 a.m. – 12:20 p.m.      Lunch

12:20 p.m. – 3:20 p.m.      Classroom-Clerical Time

Classroom-Clerical Time is defined as time set out for teachers to work on tasks that are not assigned by the administration. It is believed that the placing of time directly at the end of the marking period will provide staff time to work on end-of-marking period grades and reports. However, staff is not required to work solely on these items.

c. Utilization of 4 Days

Three (3) days will be developed into the calendar immediately preceding the first student day of the school year. The first of these days will be for administratively scheduled activities. One of the remaining days will be designated strictly for classroom/clerical time for staff. The remaining day will be split evenly between administrative and classroom/clerical time.

One (1) day, the 4<sup>th</sup> day, will be scheduled within the defined school year before the last student day at the administration’s discretion and used for administratively scheduled activities.

d. Utilization of two 5-Hour In-service Days

There will be one 5-hour in-service day (from 7:30-12:30) to be held on election day each year. No additional mandatory meetings will be scheduled beyond the contracted day on this day.

The other 5-hour day will be scheduled within the defined school year at

the administration's discretion and used for administratively scheduled activities

- e. Bargaining Unit members new to the District may be required to attend up to two (2) additional days for orientation without extra pay.

4. Work Hours

- a. Bargaining Unit members shall be on duty in their respective assigned areas twenty (20) minutes before the scheduled student day unless otherwise excused by the Employer. Bargaining Unit members shall be on duty a maximum of seven (7) hours and twenty (20) minutes per workday, inclusive of thirty (30) minutes, duty-free lunch period.

- b. Work day for half time Bargaining Unit members will be defined as follows:

Elementary:

8:25 a.m. -12:05 - p.m. OR 12:05 p.m.-3:45 p.m.

Includes 45-minute planning period per day.

Does not include a scheduled lunch period.

Secondary:

7:57 a.m. - 11:30 a.m.

Includes 9 class periods and 3 duty periods per 4-day cycle with a 30 minute planning period per day.

Does not include a homeroom or a scheduled lunch period.

**OR**

10:30 a.m. - 2:32 p.m.

Includes 9 class periods and 3 duty periods per 4-day cycle with a 30 minute duty-free lunch and a 30 minute planning period per day.

Does not include after school dismissal duty.

Variances to this schedule based on special scheduling situations will be reviewed and agreed upon collaboratively by the Bargaining Agent and the Employer prior to August 15 each school year.

- c. Bargaining Unit members shall be available to attend administrative meetings immediately following the defined workday. No single extension of the defined workday shall exceed one and one-half (1 ½) hours. In addition to the above, each Bargaining Unit member shall be available for a maximum of three (3) school related events per school year. Two (2) of the days shall be assigned by the Employer and one (1) of the days shall be at the discretion of the Bargaining Unit member. Each Bargaining Unit

member will also schedule, on days of his/her choice, at least three (3) help classes per month for students, extending for thirty (30) minutes before or after the regular teacher work day. The total time required for these administrative meetings, school related events, and help classes shall not exceed twenty-five (25) hours per school year. The two (2) school related events shall be designated by the Employer. The Employer agrees to give reasonable advance notice to Bargaining Unit members of these responsibilities.

- d. Bargaining Unit members recognize that their professional responsibilities may from time to time require them to meet with parents and/or administrators to discuss matters of concern to all parties before or after the defined workday at a mutually agreeable time and location. Bargaining unit members recognize that these meetings shall be for no additional pay.
- e. Bargaining Unit members may leave the building at any time during their duty-free lunch period. The school office must be verbally notified of both their departure and return to the building.

**I. Planning Time**

The District will provide every professional employee with at least 45 minutes of uninterrupted preparation time during the instructional day and at least 270 minutes per 5 day week. Such preparation time will not be provided on full in-service/clerical days or full professional development days on or off campus. On abbreviated days, (true half days, early dismissals, weather delays) preparation time will be determined by the professional employee's schedule.

**J. Flexible Instructional Days**

- 1. When the District applies for and is granted Flexible Instruction Days (FID), scheduling and utilization of FIDS shall be at the sole discretion of the District.
- 2. The District will endeavor to provide as much prior notice as the circumstances reasonably permit.
- 3. Any additional school closings after the use of five (5) Flexible Instructional Days will be used as Weather Make Up Days and/or added to the end of the school calendar as written into the calendar.
- 4. All professional staff bargaining unit members will have prepared at least three instructional activities (one for each of the first three potential Flexible Instructional Days). Professional staff bargaining unit members will be provided two hours during the "In-Service" time between 8-11 a.m. on the first Clerical/In-service
- 5. These hours will count as the Bargaining Agent's option of planning for their two hours of "In-Service Time".

6. Professional staff bargaining unit members will be responsible for copying and distributing instructional activities to students.
7. During the first FID, if used, one hour of the professional staff bargaining unit member's contracted day will be dedicated to preparing instructional activities for the next potential Flexible Instructional Day. This planning time will also be provided during corresponding Flexible Instructional Days.
8. The District will provide each student with a FID folder with the student's name and FID on a label to hold all his/her instructional activities.
9. During FIDS, professional staff bargaining unit members will not be required to report to their buildings for work.
10. Professional staff bargaining unit members will continue to be compensated at their present salary on all FIDS.
11. Professional staff bargaining unit members will make learning activities and assignments available to learners asynchronously via the District's approved Learning Management Systems on all FIDS.
12. Professional staff bargaining unit members will be available to assist and respond to learners between the hours of 9:00 a.m. and 11:00 a.m. and 1:00 p.m. and 3:00 p.m. using the messaging tools in the District's approved Learning Management Systems or the District email system.

**K. Posting of Vacancies**

1. Bargaining Unit members interested in being transferred to other positions in the Octorara Area School District should express this interest in writing to the Superintendent. Such letters of interest will be considered valid for a three (3) year period. After posting a vacancy, Bargaining Unit members will be given serious consideration to transfer within their area of certification.
2. The Employer agrees to post notice of professional vacancies on the District website and transmit such notices to all Bargaining Unit member's email addresses via District email, unless an emergency requires immediate action. A vacancy that the Employer intends to fill through administrative reassignment of existing personnel shall not be governed by this contract provision.
3. Supplemental contract vacancies will be posted in all buildings and advertised in the community simultaneously in order to expedite the hiring practices and to seek the best qualified candidate possible for every position. It is agreed that all things being equal, Bargaining Unit members will be hired to fill these positions. Emergency situations may require a supplemental contract position to be filled without posting the vacancy.

**L. Teacher and Management Rights and Responsibilities**

1. Except as otherwise provided in this Agreement, the formulation of policy, determination of function and programs of the Employer, the preparation and drafting of the budget, utilization of technology, and the selections of personnel are vested exclusively in the Employer.
2. No Bargaining Unit member shall be discharged, suspended, issued a written reprimand, verbally reprimanded, or disciplined in writing without proper cause. The arbitrator shall have exclusive jurisdiction to determine whether proper cause exists, and if the penalty is appropriate.
3. Bargaining Unit members and administrators will refrain from making critical comments of any staff members in the presence of students, colleagues, parents, or at public gatherings.
4. If a Bargaining Unit member is required to meet with one or more supervisors, s/he shall be notified in advance as to the nature of the meeting and the parties involved. If the meeting concerns a matter that could result in a recommendation for dismissal, the Bargaining Unit member shall have the right to be represented.
5. The President and Vice President of the Bargaining Agent will meet with the Superintendent and/or appropriate designees six (6) times during the school year to discuss topics of interest or concern.
6. The agenda will be set one week prior to the meeting. The President and Vice President of the Bargaining Agent will each be given one preparation day to prepare for the meeting. The preparation day must be scheduled one week in advance.
7. The Employer acknowledges that timely communication in providing feedback to students and Bargaining Unit members as related to the disposition of discipline referrals is a necessary part of an effective discipline policy in a school building. It is reasonable for Bargaining Unit members to expect a written response to a properly completed referral within eight workdays of the submission of such a referral. Referral submission procedures will be provided to Bargaining Unit members at the start of each year.
8. The Employer and the Bargaining Agent recognize the importance of a safe and secure work environment. Both parties agree to reasonably work toward providing that environment.

9. The parties recognize that the assignment, transfer, and promotion of personnel is a management function, vested exclusively in the Board and that nothing in this Agreement shall be construed to derogate from the power and responsibility of the Board in regard to such matters. However, transfers, where practical, will be made on a voluntary basis. When an involuntary transfer or reassignment is necessary, the Bargaining Unit Member so affected may request and shall be granted a conference with the Superintendent, or designee concerning the need for such change. Normally, the Bargaining Unit member to be involuntarily transferred shall be notified by June 1 of the school year prior to the transfer, unless a position becomes vacant after June 1 and there is a need to fill said position with a transfer or reassignment of a Bargaining Unit Member.

**M. Dual Enrollment**

1. If a class is offered at the Octorara Area School District, the students must enroll in the course offered by the District and are precluded from taking a course off campus.
  - a. A class is considered “off campus” if it is taught at another facility, including on-line, by non-Octorara employees.
2. Students may enroll for dual enrollment for courses that are not offered by the Octorara Area School District.
3. A student may petition the District for the ability to take a course off campus which is offered by the Octorara Area School District for extenuating circumstances. These will be discussed jointly by the District and the Association on a case-by-case basis, however the final decision rests with the Superintendent based on the educational needs of the student.
4. Administration may cap the number of credits that may be taken off campus.

**N. Job Securities and Job Progression**

1. The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of employees. The parties hereby aver that said provisions shall govern the manner in which the job security, job progression, and reduction in force practices shall be affected with respect to members of the Bargaining Unit.
2. In the event that additional provisions not inconsistent or in conflict with those enumerated in the School Code shall be agreed upon by the parties with respect to job security, job progression and reduction in force, such provisions shall be made a part of this Agreement.

3. The parties agree that in the event the Employer determines the furloughing of Bargaining Unit members is necessary, said action shall be accomplished in accordance with current §1124 of the PA School Code of 1949, as Amended. In the event, during the term of this Agreement, the requirements for furloughing are modified to include different reasons and procedures for furloughing Bargaining Unit members currently not found in §1124 of the PA School Code, the Employer and the Bargaining Agent agree to meet and discuss those alternatives. Should the parties be unable to agree on an alternative process for furloughing Bargaining Unit members, the Employer shall abide by the PA School Code as Amended; provided, however, that all Bargaining Unit members shall be furloughed in reverse order of seniority, with the least senior appropriate certified Bargaining Unit member being furloughed first.

**ARTICLE IV.**  
**NON-PROFESSIONAL EMPLOYEES**

**A. Wages**

Yearly Wage Increases

- 2026-2027 – 4.75%
  - 2027-2028 – 4.75%
  - 2028-2029 – 4.75%
  - 2029-2030 – 4.75 %
1. Should a Classroom Aide be assigned and accepts to be a Substitute for a Personal Care Aide position (which is contracted through the CCIU), then those employees shall be paid \$20.00/hr.
  2. Bargaining unit members hired as Instructional Assistants that have received approved credits for a change in job classification will receive a 75 cents (.75) per hour adjustment to their hourly rate. Bargaining unit members shall submit in writing, to be approved by the Superintendent of Schools such request. The bargaining unit member shall provide documentation showing courses and credits received from an accredited school.
  3. Bargaining unit members whose annual evaluation results in rating of “Does not meet the requirements of the job” will have their salary maintained at the current level. If the “DM” (Doesn’t Meet) bargaining unit member subsequently receives a six (6) month evaluation of “meets the requirements of the job,” he/she will receive an increase prorated from the date of the most recently completed evaluation.

4. Bargaining unit members hired on or before January 31 of any fiscal year will be eligible for annual increase on July 1 of the subsequent year. Bargaining unit members hired after January 31 of any fiscal year will move to the subsequent year starting salary of the job classification for which they were hired.
5. Overtime:
  - a. Bargaining unit members may be required to work overtime at the discretion of the District. No overtime shall be worked except as authorized by the appropriate administrator.
  - b. Bargaining unit members who are required to perform work in excess of forty (40) hours in any calendar week shall be compensated according to the applicable wage and hour laws.
  - c. There shall be no duplication or pyramiding of any premium pay provided under this Article or any other Article of this Agreement. Payment of overtime rates and compensatory time as provided in this Article shall be in lieu of the payment of any other differential or premium rate provided in this Agreement.

**B. Miscellaneous Provisions**

1. The pay dates will be the 15th and the last day of the month. Upon completion of the work year, (last pay in June), Bargaining Unit members shall be entitled to receive all monies due in one (1) payment.
2. All pays will be set up for direct deposit into financial institutions designated by the Bargaining Unit member and within capabilities of the payroll computer system. An individual Bargaining Unit member may opt out of direct deposit only for good cause shown. Examples of good cause include but are not limited to legal disputes, court proceedings, identity theft issues, and court ordered support payments.
3. Employees who participate in direct deposit will no longer be provided with paystubs. The District will provide all employees with paystubs through his/her personal District portal. Each building shall have a designated public computer with a confidential printer for printing of the employee's pay stub.

**C. Payroll Deductions**

1. Credit Union Deduction - Bargaining Unit members using the services of the TruMark Credit Union shall have the option of having regular and predetermined amounts deducted from their paychecks and forwarded to the Credit Union. No Bargaining Unit member shall be allowed to change the amount of the deduction more than twice (2) during the fiscal year (July 1 - June 30).

2. Membership Dues Deduction - Payroll deductions for Bargaining Agent dues will be made available to all Bargaining Unit members. Fifteen (15) equal deductions will be made starting with the first pay in October. Monies withheld will be transferred to the Bargaining Agent within one (1) week after the fifth, tenth, and fifteenth deductions. It shall be the responsibility of the Bargaining Agent to enroll Bargaining Unit members who wish to take advantage of this provision.

**D. Support Staff Leaves**

1. Sick Day

- a. Hourly

- (1) Sick leave allotments shall be accrued for hourly bargaining unit members at the rate of one (1) day's worth of hours for every twenty (20) scheduled workdays. Hourly bargaining unit members hired prior to 7/1/12 will accrue one (1) day per every eighteen (18) scheduled workdays. All previously accrued sick days will be converted into hours based on the number of hours worked in the year the sick day was earned.
- (2) Hourly bargaining unit members shall be able to use up to three (3) sick days per fiscal year for family sick leave.
- (3) The District reserves the right to require a doctor's certificate for any absence due to illness. Absences for illness during a bargaining unit member's probationary period will require a physician's statement before payment will be made for such absence.
- (4) Upon resignation or retirement, after fifteen (15) years of consecutive service in the District, bargaining unit members will be compensated for all unused accumulated sick leave at the rate of \$22.50 per day.
- (5) Hourly bargaining unit members may use sick time in hourly increments.

- b. Salary (Full time/12 month)

- (1) Sick leave will be granted at the rate of twelve (12) days per year for full-time bargaining unit member on a twelve-month schedule, cumulative without limit. Bargaining unit members having been granted one (1) extra day prior to 8-1-00 will be grandfathered with that extra day.

- (2) Sick leave allotments shall be accrued for salaried bargaining unit members at the rate of one (1) day per month. Salaried bargaining unit members will be forwarded six (6) sick leave days in September and the remainder of the allotted sick leave days in January. (Bargaining unit members receiving 13 days per year will receive the extra day at the beginning of the school-year.) Under extenuating circumstances, and by written request of the bargaining unit member, the superintendent can allow the bargaining unit member to borrow sick leave that the bargaining unit member will earn during the school year up to the maximum number of days that can be earned in one year per said bargaining unit member. During the first whole or partial fiscal year of employment, sick leave will accrue for full-time bargaining unit members at the rate of one (1) day for every month of employment.
- (3) Salaried bargaining unit members shall be able to use up to five (5) sick days per fiscal year for family sick leave.
- (4) The District reserves the right to require a doctor's certificate for any absence due to illness. Absences for illness during a bargaining unit member's probationary period will require a physician's statement before payment will be made for such absence.
- (5) Upon resignation or retirement, after fifteen (15) years of consecutive service in the District, bargaining unit members will be compensated for all unused accumulated sick leave at the rate of \$22.50 per day.

## 2. Bereavement Leave

### a. Hourly

- (1) The District will grant a leave of absence with regular pay up to three (3) work days to an hourly bargaining unit member in the event of a death in the immediate family of the bargaining unit member. Members of the immediate family shall be defined as husband, wife, father, mother, brother, sister, son, daughter, parent-in-law or near relative who resides in the bargaining unit member's household.
- (2) An hourly bargaining unit member shall be granted a one (1) day paid leave of absence on the day of the funeral in the event of the death of a near relative. A near relative shall be defined as a first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (3) Each "day" is the equivalent of the regular number of hours worked by the hourly bargaining unit member.

b. Salaried

- (1) Salaried bargaining unit members will be afforded a leave with regular pay in the event of a death in the family according to the following:
  - Five (5) days - Spouse, Child, Brother, Sister, Parent
  - Three (3) days – In-laws, step relations, Grandparent and Grandchildren
  - One (1) day – Aunt, Uncle, Niece, Nephew, First Cousin

3. Personal Leave

a. Hourly

- (1) Hourly bargaining unit members may be granted time off when it is necessary to conduct personal affairs. Prior supervisory approval after a request is presented in writing is necessary for such absence. Bargaining unit members are required to inform their supervisors at least twenty-four (24) hours in advance of use of a personal day unless there is an emergency. A maximum of two (2) days per year shall be granted, and unused personal days will be cumulative. After five (5) years of service in the Octorara Area School District, a maximum of three (3) days per year shall be granted. In any event, the Superintendent or designee may deny requests for personal days if the total number of requests exceeds one (1) per building or two (2) employees in the District on the same day.

b. Salaried

- (1) Salaried employees may be granted time off when it is necessary to conduct personal affairs. Prior supervisory approval after a request is presented in writing is necessary for such absence. Employees are required to inform their supervisors at least twenty-four (24) hours in advance of use of a personal day unless there is an emergency. A maximum of two (2) days per year shall be granted, and unused personal days will be cumulative. After five (5) years of service in the Octorara Area School District, a maximum of three (3) days per year shall be granted. In any event, the Superintendent or designee may deny requests for personal days if the total number of requests exceeds one (1) per building or two (2) employees in the District on the same day.

4. Vacation

a. Salaried

- (1) All full-time salaried bargaining unit members shall be granted vacation in accordance with the following schedule:

Continuous service credit as of:

June 30 of any current year = Vacation Eligibility

Less than 1 year of service = 0.84 day credit for each full month worked not to exceed ten (10) days

1 through 5 years of service = 10 days of vacation

After 5 through 12 years of service = 15 days of vacation

After 12 years of service = 20 days of vacation

All full-time salaried bargaining unit members hired after June 30, 2014 shall be granted vacation in accordance with the following:

- (2) All vacation periods will be governed by administrative regulation in order to provide for efficient operations. Prior supervisory approval is necessary before any vacation may be taken.
- (3) No more than three (3) vacation days may be carried to the following fiscal year. Under extenuating circumstances and by written request of the bargaining unit member, the superintendent can allow the bargaining unit member to carry more than three (3) vacation days into the following fiscal year.
- (4) Bargaining unit members who break service and return to the District are considered new employees. Previous time worked in the District will not count toward vacation.
- (5) A bargaining unit member who was employed full-time, changes to part-time (990 hours or more), and then returns to a full-time position will be calculated as follows:
- Full credit toward vacation for full-time years worked.
  - .50 credit for years worked at 990 hours or more.

- (6) Employees shall accrue vacation time during their probationary period: however, employees shall not be eligible for use of vacation time until they have completed their probationary period unless they receive prior employer consent. Additionally, employees terminated during their probationary period shall not be eligible for payment for accrued vacation time.

5. Child Rearing Leave

a. All Support Staff

- (1) A bargaining unit member who is expecting the birth, adoption or placement of a foster child, and who wishes to continue employment, may be granted a child rearing leave of absence without pay.
- (2) Requests for approval of such leaves of absence without pay must be made, in writing, to the Superintendent with as much advance notice as possible, but at least sixty (60) days prior to the requested effective date of the leave.
- (3) The written request for child rearing leave shall specify the expected date of birth, foster placement or adoption of the child and shall specify the proposed inclusive dates of the leave.
- (4) The effective date requested shall be the expected date of birth or adoption of the child or a date reasonably prior or subsequent thereto.
- (5) Approval of a request for child rearing leave of absence shall be at the sole discretion of the District. Notification, in writing of the District's disposition of a request for child rearing leave will be given not later than thirty (30) days prior to the requested effective date of the leave. The notification will specify an approved effective or beginning date and an approved termination or ending date for the leave.
  - i. The maximum period of the leave shall be a period of one (1) year after the leave has begun.

- ii. A bargaining unit member who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child rearing leave must be made in writing to the Superintendent at least sixty (60) days prior to the new termination date requested. The reasons for requesting an early termination must be stated in the request. A bargaining unit member who has been granted a period of child rearing leave must give notice of intention to return to work to the Superintendent no later than sixty (60) days prior to the date of return.
- iii. Upon termination of the leave the District shall reinstate the bargaining unit member to the job held prior to the leave, or to a substantially equal position if such jobs are vacant and available, which shall include jobs held by long-term substitutes. If such jobs are not vacant and available, the District may offer the bargaining unit member any other available position for which the bargaining unit member is eligible. A bargaining unit member returning from child rearing leave shall not forfeit any seniority or any of his/her rights based on length of service accrued prior to the leave, but such rights shall not continue to accrue during the leave.
- iv. Bargaining unit members granted child rearing leave may be allowed to remain a member of District group insurance plans during the leave at their own expense, subject to approval of the carriers, if they request that they be allowed to remain a member of the plans at the time that they request child rearing leave. The District requires that such bargaining unit member prepays to the District the first month premium for their participation in the plans one (1) month prior to the effective date of the leave and every month thereafter.

6. Jury Duty

a. All Support Staff

- (1) A bargaining unit member who is summoned for jury duty shall make request for a leave of absence immediately upon receipt of notice of jury duty service. Such leave shall be granted with pay upon proper application for a period not to exceed ten (10) consecutive workdays.

- (2) A bargaining unit member granted leave for jury duty shall be paid his regular salary provided that the compensation for jury service received from the court has been turned over to the District. Prior to receipt of payment the employee shall be required to present a statement issued and signed by the Clerk of Court stating the number of days the bargaining unit member was on jury duty and the compensation paid.

7. Religious Leave

a. All Support Staff

Upon request, bargaining unit members may be granted leave without pay to observe certain recognized religious holidays observed by their respective religious faiths.

8. Family and Medical Leave

a. All Support Staff

- (1) The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). Neither the District nor the bargaining unit member waives the right to exercise any prerogative or right under the Act.
- (2) A year for FMLA purposes shall be deemed to be a rolling year calculated for each individual bargaining unit member.

**E. Insurance**

1. Medical Insurance

Where two Bargaining Unit members are covered as a couple, co-payment will be based on the lesser of the total of two single co-payments or couple coverage.

**Health Plan**

The proposal offers the HD-HC Plan with the Health Savings Account (HSA) to the Bargaining Unit member. The plan will have the minimum deductible allowed by the IRS with integrated RX. For this plan, the Employer will pay 91% single and 88% family of the required premium with the member paying 9% single and 12% family of the premium in the form of a pre-tax payroll deduction

- For the term of the contract, the Employer Contribution to Health Savings Account (HSA) each year is three-quarters 75% of the current deductible.
- The Employer will pay the monthly administrative HSA fee from the carrier.

- The Employer will increase the annual contribution by 75% of any IRS increases to the minimum deductible.
- Employer Contributions will be deposited on the 1<sup>st</sup> banking day of July; with the actual deposit posted to the employee's account within 7-10 banking business days due to the banking system's processes. The annual contributions for future years will also follow said schedule.
- Employee voluntary payroll contributions will be permitted on a schedule to be determined by the parties.
- The plan is set at the minimum IRS deductible. If and when the IRS changes the minimum deductible amounts, the new deductible will commence on the first day of the next plan year or as set forth under the IRS.
- New hires will receive a prorated portion of the employer contribution to the HSA.
- If an employee has a status change that affects the coverage level from Single to Family, then the employee will receive a proration of the additional employer contribution dependent upon the date of the change.
  - If the status change occurs during either the 1<sup>st</sup> or 2<sup>nd</sup> quarters following the beginning of the plan year, the employee will receive the additional monies to equal a family employer contribution.
  - If the status change occurs during either the 3<sup>rd</sup> or 4<sup>th</sup> quarter following the beginning of the plan year, the employee will receive 50% of the additional monies to equal the Family employer contribution.
  - The deposit into the HSA by the District will be made on the next payroll for which employee voluntary contributions are being processed to the extent that there is sufficient time to do so.
- If at any time, an employee who is enrolled under the QHDHP, becomes ineligible to have an HSA, it will be the responsibility of the employee to notify the District Office of such change. The employee will be permitted to change to a non-qualified plan effective for the first of the next month following the notification. There can be no retroactive enrollment and the employee will have to begin a new deductible under the respective plan chosen.

- The Qualified Plan and the Health Savings Account is governed by the IRS as set forth under Title 26 U.S. Code § 223.

All bargaining unit members will have access to the Swift MD program currently provided by the District.

Yearly Bargaining Unit Member Contribution for Various Insurance Options

<u>Dental</u>		<u>Vision</u>		<u>Prescription</u>	
Single	8%	Single	8%	Single	8%
Family	11%	Family	11%	Family	11%

- a. Bargaining Unit Members who retire from employment under the Pennsylvania Public School Employees’ Retirement Policies, which is defined as an individual who has taken superannuation retirement and has retired with fifteen (15) or more years of credit service in the Octorara Area School District or has taken disability retirement, may be included in the group Health Plan with the Employer. The eligible employee and their eligible dependents have the option of continuing coverage in the Group Health Plan to which the eligible employee belonged at the time of their retirement. The Insurance may continue until the retiree reaches 65 Years of age or until they are covered by another plan. The premium shall be paid in advance on a quarterly basis by the retiree to the District Business Office.
- b. Spouses of deceased members who are actively employed by the Employer may purchase the group health plan at the group rate for a period of six (6) years.
- c. If at any time during the term of this contract or before a successor contract is reached it becomes known to the Board that any of the healthcare plans provided by the Board to bargaining unit members will incur the excise tax imposed on employers by the federal government through the Affordable Care Act, then the Board and Association Agree to the following:
  - (1) To meet six months prior to the plan implementation to increase co-payments and deductibles until the premiums for the plan will not be subjected to the excise tax.
  - (2) If the Board and Association cannot mutually agree upon a new plan within 30 days, district may impose the most similar plan with the lowest possible increased deductible, evenly on both family and individual plans, to avoid said excise tax.

2. Dental Insurance

Delta Dental or its equivalent will include coverage for oral surgery, crowns, inlays, prosthetics, periodontics, implants and orthodontics.

The percentage of coinsurance for crowns, inlays, prosthetics, implants and periodontics shall be 80 percent (80%) of the U.C.R. charges as established by Delta Dental Insurance Company. This provision shall carry an annual maximum of \$2,500 per individual. The percentage of coinsurance for orthodontia shall be 80 percent (80%) and shall carry a \$2,500 lifetime maximum per individual.

3. Prescription Drug Plan for Employees Opting out of the Medical Plan

The Prescription Drug Program will be subject to limitations and exclusions listed in the CVS Caremark Managed Pharmacy Benefit Services Agreement. The prescription deductible will be \$5 for generic drugs and \$35 for brand name drugs. There will be mandatory mail order provision for maintenance drugs. For ninety-day (90) supply the employee shall pay double the deductible stated above. The District plan will provide contraceptive coverage.

The Prescription Drug program will include a Step Therapy provision with one generic.

4. Spousal Language

Any insured member whose spouse has benefits through a Federal Agency, the PA State government, a PA County Government or traditional PA public school will not be covered under the District's health plan. Additionally, any member who voluntarily removes his/her self, spouse or dependents is eligible for a payment of 20% of the premium savings.

5. Vision Insurance Plan

The Vision Plan will be equal to the current plan administered by School Claims Services, LLC.

6. Group Life Insurance

a. The District agrees to pay one hundred percent (100%) of the cost of a term life insurance policy, including accidental death and dismemberment for each full-time salaried bargaining unit member equal to the contract salary of the bargaining unit member, rounded to the next higher \$1,000. The amount of the life insurance policy shall not exceed \$50,000. If the IRS raises the cap from \$50,000 the policy will increase to a maximum of \$70,000. Bargaining Unit members will have the option of purchasing additional life insurance at the group rate and pay the excess premium for that insurance via payroll deduction.

b. Part-time bargaining unit members are covered by a term life insurance policy in the amount of \$3,000 while actively employed by the District.

7. Long Term Disability

- a. The District agrees to pay one hundred percent (100%) of the cost of a long-term disability plan for bargaining unit member working 1,500 hours or more a year. Part-time bargaining unit member will become eligible if working 1,000 hours or more and at the completion of the 5<sup>th</sup> year of employment on their anniversary date. The part-time bargaining unit member will pay a prorated share of the cost depending on the percentage of time worked based on 1,500 hours being full time. The part-time bargaining unit member must submit in writing a request to participate.
- b. The long-term disability plan will provide for two-thirds (2/3) of bargaining unit member's salary until age sixty-five (65). The disability plan will have an elimination period of sixty (60) consecutive calendar days. Any payment under this plan will be reduced by any amount of any income received or eligible to be received by an insured bargaining unit member (i.e., social security, PSERS, earning from employer or self-employment). Bargaining unit members receiving long-term disability benefits are not entitled to sick leave benefits.

8. Work Related Injuries

- a. Support Staff
  - (1) The District agrees to maintain in force during the term of this Agreement Workers' Compensation insurance as required by law.
  - (2) Bargaining unit members suffering injuries during the course of their employment shall immediately report such injury to the building principal.
  - (3) The workers' compensation insurance benefits as provided in this Article shall be coordinated with the sick leave and other paid leave and insurance benefit provisions of this Agreement and with other disability benefits provided by law, including Social Security disability benefits, such that no bargaining unit member shall receive compensation to exceed the amount of the bargaining unit member's regular base salary.
    - i. A bargaining unit member receiving workers' compensation may, where applicable, use sick leave limited to the difference between workers' compensation and regular sick pay.
    - ii. The bargaining unit member shall have the option to receive full sick leave and return all workers' compensation insurance payments to the employer.
    - iii. In either event, sick leave utilized shall be deducted from accumulated sick leave on a prorated basis.

- (4) Bargaining unit members shall notify the District of payments received pursuant to workers' compensation insurance and/or disability insurance benefits within a reasonable time after receipt thereof.
  - (5) The District shall have the right to post panels of medical practitioners in accordance with current law.
- b. Part-Time Bargaining Unit Member Benefits:
- (1) Part-time Bargaining Unit members and Bargaining Unit members classified as temporary professional employees and long-term substitutes are entitled to all rights and privileges of the Agreement, on a pro rata basis, unless otherwise specifically excluded. Part-time Bargaining Unit members may elect the various benefit coverage and will be given a pro rata share of each selected coverage with the obligation that they pay the difference in cost between their pro rata share and the full cost. Bargaining Unit members who were working under the conditions of the contract prior to January 1, 2003, will continue to receive benefits coverage as agreed.
  - (2) By June 1st of each year of the term of this Agreement and prior to implementation of any rate change, the Employer shall provide to the Bargaining Agent all information relevant to the formulation of said rate change.

**F. Tuition Reimbursement**

1. Tuition Reimbursement for undergraduate or graduate credits will be granted for bargaining unit member whose scheduled number of hours meet or exceed 990 hours per year. Such bargaining unit member will receive reimbursement for approved credits at the actual cost per credit, or at the cost per undergraduate credit at West Chester University, whichever is lower, to a maximum reimbursement for nine (9) credits per contract year including online courses. Reimbursement for graduate level courses, if directly related to the bargaining unit member's job description or in an approved course of study will be reimbursed at the undergraduate or graduate level of the actual cost per credit, or at the cost per credit at West Chester University, whichever is lower, to a maximum reimbursement for nine (9) credits per contract year.
2. For reimbursement, courses must be taken from a regionally accredited institution and must be an approved course of study or directly related to the bargaining unit member's job performance unless specifically approved by the Superintendent. If a bargaining unit member currently holds a Bachelor's Degree in Education, courses will only be reimbursed if directly related to current position and previously approved by Superintendent. The Superintendent must approve prior to registration

all courses for which a bargaining unit member will request reimbursement as stipulated by conditions

3. Reimbursement will be paid within forty-five (45) days after a certified institutional transcript and a receipted invoice (or tuition bill accompanied by proof of payment) showing actual tuition costs incurred are received by the District Office. Payment for credits earned will be at the rate prevailing during the school fiscal year in which the course was begun.
4. Any reimbursement paid does not become part of contract salary.
5. Reimbursement will be paid only for tuition costs per credit and not for other fees, books, supplies, equipment, or travel expense.
6. Reimbursement will be paid only for credits earned in courses for which the bargaining unit member received a grade of "B" or better. In a "pass-fail" or "satisfactory – unsatisfactory" situation, "pass" or "satisfactory" shall be considered as "B" or better.
7. Credits earned under a fellowship, scholarship, or similar program, for which there is no tuition expense for the employee, are not reimbursable.
8. No tuition reimbursement will be paid unless the Human Resources Department or their designee receives the official transcript and receipted invoice within a three-month period after the completion of the course barring any extenuating circumstances. A copy of a tuition bill accompanied by the proof of payment for the tuition payment will be accepted in lieu of a receipted invoice.
9. If a bargaining unit member leaves the District for any reason other than retirement or the following "life changing events": spousal relocation for employment that is further than 75 miles away, major change in employee's health, or death of a spouse, the bargaining unit member shall reimburse the District for tuition received within one year of separation.

**G. Termination of Service**

1. Upon termination of employment for retirement purposes and provided that s/he has completed fifteen (15) consecutive years of employment part-time or full-time, with the District immediately prior to termination, a bargaining unit member shall be paid a severance bonus equivalent of 3/10 of one percent (.003) of the salary for the last completed school year, times the number of years of satisfactory service within the District or its previous components up to a maximum of \$2,500. The provisions of this section shall only apply to those individuals that have applied for and have been approved for normal retirement through the Pennsylvania School Employee Retirement System, (PSERS).

2. All leaves authorized by the District shall be construed as not breaking the continuity of consecutive service for the purpose of meeting the minimum consecutive fifteen (15) year provision.
3. The District shall make a non-elective employer contribution to the bargaining unit member's 403(b) TSA in an amount equal to the severance bonus. The bargaining unit member shall have no cash payout options.
4. Reimbursement for Personal Days and Vacation Days will be paid at 100% of the per-diem rate.

## **H. Hours of Work and other Conditions of Employment**

### **1. Changes in Hours**

Changes in hours of work or other conditions of employment to which the parties may agree, conditioned upon a change in the terms of this Agreement, shall be evidenced by a revised Sections 200 and 400 that shall be executed by the parties and attached hereto and made part of this Agreement.

#### **a. Work Day - Salaried**

- (1) The hours of work for each classification of bargaining unit member covered by this Agreement will be determined by the Administration in accordance with the needs of the District. Work schedules indicating the hours of work for each bargaining unit member or bargaining unit member classification will be promulgated annually in writing by the appropriate building or District level administrator. The Association will be notified at least one month prior to changes in hours of work.
- (2) Salaried bargaining unit members on a twelve (12) month contract will work 230 days per fiscal year. Included in these days are days worked, sick days, personal days and vacation days. All other school closings are non-paid days. The work day will consist of two (2) paid 15 minute breaks and one (1) thirty minute unpaid lunch. Bargaining unit member may combine breaks with lunch for a combined total lunch time of up to one (1) hour.
- (3) "Summer Hours" – Salaried bargaining unit member will work four days per week for the weeks immediately following the last student week of school and immediately preceding the return of the teaching staff. There is one exception. The week after the 4<sup>th</sup> of July will be a three day week. The work day will consist of seven paid hours of work, inclusive of two fifteen minute paid breaks, and one unpaid thirty minute lunch. The lunch break and the fifteen minute breaks may be taken together for a one hour lunch or to allow for a late start

or early dismissal.

	<u>School Year Hours</u>	<u>Summer Hours</u>
Elementary	8:00 – 4:30	8:00 – 3:30
Secondary	7:30 – 4:00	8:00 – 3:30
Pupil Services	7:30 – 4:00	8:00 – 3:30
District Office	7:30 – 4:00	8:00 – 3:30

- (4) The half student days preceding Thanksgiving break and winter break and one half student day in the spring semester (usually attached to spring break or conferences) are designated as “Early Dismissal” days. Full-time bargaining unit members that work as office personnel will work a 4.5 hour day. These bargaining unit members will stagger coverage in the office, adjusting start and end times to assure the office is open according to the hours listed below:

	<u>School Year Hours</u>
Elementary	8:00 – 1:30
Secondary	7:30 – 1:00
Pupil Services	7:30 – 1:00
District Office	7:30 – 1:00

b. Work Week

- (1) The normal work week during the school year will be five (5) days, Monday through Friday.

c. Work Day – Hourly

- (1) The hours of work for each classification of bargaining unit member covered by this Agreement will be determined by the Administration in accordance with the needs of the District. Work schedules indicating the hours of work for each bargaining unit member or bargaining unit member classification will be promulgated annually in writing by the appropriate building or District level administrator. The Association will be notified at least one month prior to changes in hours of work.
- (2) Hourly bargaining unit members will be given the opportunity to make up any missed time related to 2-hours delays and unscheduled early dismissals during the same pay period or the next pay period. Two exceptions to this provision include providing one extra pay period for hours missed in the month of December and for extenuating circumstances as agreed to and approved by the superintendent and the Association.
- (3) The work day for hourly bargaining unit member will consist of

forty minutes planning time (time pro-rated for less than 6.5 hour per day employees) to be utilized for gathering/preparing materials and preparing specific individual/small group lessons and one (1) unpaid thirty-minute lunch period.

- (4) The District will provide every aide who directly supports instruction, as determined by the building principal, with at least 20 minutes of uninterrupted preparation time during the instructional day per 5 day week. Such preparation time will not be provided on full in-service/clerical days or full professional development days on or off campus. On abbreviated days, (true half days, early dismissals, weather delays) planning time will be determined by the aide's schedule

d. Work Week

- (1) The normal work week will be five (5) days, Monday through Friday.

e. Flexible Instructional Days

- (1) The first five (5) days school is closed for any reason (i.e. weather, facility issues) may be used as Flexible Instructional Days if the decision to declare a FID is timely for students and staff to be prepared.
- (2) Any additional school closings after the use of five (5) Flexible Instructional Days will be used as Weather Make Up Days and/or added to the end of the school calendar as written into the calendar.
- (3) During FIDS, support staff bargaining unit members will not be required to report to their buildings for work.
- (4) Support staff bargaining unit members will be provided with options for making up hours lost to FIDS.

- i. Instructional assistants, lunch and playground aides, and library aides may: use a personal day, vacation day or sick day; take the day off without pay; seek approval from their building principal or supervisor to make up their time by coming in early or staying later than required during the school day; or performing work for the reading specialists or other education professionals during the afternoon of in-service/clerical days.

- The District will make forms available for support staff bargaining unit members who wish to make up their time. Only support staff bargaining unit members who properly complete and submit such forms, with supervisor approval, will be eligible for compensation for make-up time.
  - Support staff bargaining unit members choosing to make-up their time must first receive approval from their immediate supervisor as to the proposed date(s) and hour(s) on which they propose to make-up their missed time. Only make-up time approved in advance by the immediate supervisor will be compensated.
  - Support staff bargaining unit members choosing to make-up their time must do so in hourly increments as soon as possible, no later than the end of the second full pay period occurring after the FIDS. Any hours not made up after the conclusion of the second succeeding full pay period will be ineligible for compensation, except in the case of extreme weather events.
- f. Year-round support staff and building secretaries may: use a personal day, vacation day or sick day; take the day off without pay; seek approval from their building principal or supervisor to make up their time by coming in early or staying later than required during the school day; or work from home provided the supervisor or building principal confirms there are projects the employee can complete remotely.
- (1) The District will make forms available for year-round support staff bargaining unit members who wish to make up their time. Only support staff bargaining unit members who properly complete and submit such forms, with supervisor approval, will be eligible for compensation for make-up time.
  - (2) Year-round support staff bargaining unit members choosing to make-up the time must first receive approval from their immediate supervisor as to the proposed date(s) and hour(s) on which they propose to make-up the missed time. Only make-up time approved in advance by the immediate supervisor will be compensated.

- (3) Year-round support staff bargaining unit members choosing to make-up the time must do so in hourly increments as soon as possible, no later than the end of the second full pay period occurring after the FIDS. Any hours not made up after the conclusion of the second succeeding full pay period will be ineligible for compensation; exceptions will be made for special circumstances as approved by the superintendent.
- (4) Year-round support staff bargaining unit members may telework and must be available to assist supervisors and building principals between 9:00 a.m. and 12:00 p.m. and 1:00 p.m. and 3:00 p.m. Such telework must conform with school board policy #309.1: "Telework."

**I. Posting of Vacancies**

1. A notice of vacancy shall be posted in a central location in each of the buildings unless an emergency requires immediate action. A vacancy that is to be filled through administrative reassignment of existing personnel shall not be governed by this contract provision.
2. All bargaining unit members may apply for vacant positions.
3. When a bargaining unit member voluntarily changes from their current position to a new position the following procedures will be followed:
  - a. Midway through the first year, the supervisor will meet with the bargaining unit member to review their performance in the new position. (If the supervisor does not meet with the bargaining unit member at this time, it will be understood that the bargaining unit member meets the requirements of the new position and a final end-of-year evaluation will be conducted.)
  - b. When the evaluation is completed and if the bargaining unit member meets the requirements of the new position, a final end-of-year evaluation will be conducted.
  - c. After the first year in the new position, and under normal circumstances, the bargaining unit member will return to the regular procedure and will be evaluated one (1) time per school year by June 30th.
4. If there is sufficient and reasonable evidence that the requirements of the new position are not being met, the supervisor will:
  - a. Meet with the bargaining unit member and an Association representative to review specific areas of difficulty.
  - b. The supervisor will submit a list of recommendations to improve deficient performance.

- c. At this point, the bargaining unit member will be put on probation for a period not to exceed one (1) year, but generally six (6) months (Length of time to be determined by supervisor).
- d. During the probationary period, the bargaining unit member will be evaluated every two (2) months.
- e. Dates and times for future meetings will be set to determine if the bargaining unit member has been successful in meeting the requirements of the position.
- f. Two (2) consecutive overall ratings of “Does Not Meet Requirements of Job” will result in immediate dismissal.
- g. Two (2) overall ratings of “Does Not Meet Requirements of Job” may result in dismissal.
- h. If successful – the bargaining unit member will return to the regular procedure.

**J. Support Staff Miscellaneous**

- 1. Definitions
  - a. The term “bargaining unit members” shall mean all members of the Association.
  - b. The term “full-time bargaining unit member” shall mean all bargaining unit members who are regularly scheduled to work a minimum of 1,500 or more hours per fiscal year.
  - c. The term “part-time bargaining unit member” shall mean all bargaining unit members who are regularly scheduled to work less than 1,500 hours per school year.
  - d. Either full-time or part-time bargaining unit members may be employed on a daily or monthly basis at the discretion of the District.
  - e. The term “Association” shall mean the Octorara Area Education Association, its authorized officers and representatives and, where applicable, its affiliate, the Pennsylvania State Education Association, and its officials and representative.

**K. Seniority, Layoff and Recall**

- 1. Seniority shall be defined as a bargaining unit member’s length of continuous service with the District since the bargaining unit member’s most recent date of hire

in a bargaining unit job. Seniority for part-time bargaining unit members will be prorated.

2. In the event of a layoff or reduction in force, layoffs within a job classification shall be on the basis of seniority, provided that the remaining bargaining unit members are qualified and physically able to perform the work. Recalls from layoff will be in inverse order of seniority.
3. A bargaining unit member whose job is eliminated may bump the least senior bargaining unit member in the same job classification or in another lower rated classification whose skills are wholly encompassed within the bargaining unit member's current classification. A bargaining unit member who bumps into a lower classification shall maintain his/her current salary provided they are paid no more than the highest paid bargaining unit member in the lower classification. A lower rated classification means one with a lower starting salary. A part-time employee may not bump a full-time employee, but may only bump into a part-time job with an equal or lower number of hours. Job assignment subsequent to the bumping process shall be at the discretion of the District.
4. Bargaining unit members who are laid off shall retain their seniority for a period of one (1) year following the date of layoff.
5. A bargaining unit member for any of the following reasons shall lose seniority and all rights under this contract:
  - a. Voluntary quit or resignation.
  - b. Discharge.
  - c. Failure upon recall by certified mail from layoff to report to work within one (1) week.
  - d. Retirement.
  - e. Failure to return from an approved leave of absence.
  - f. Remaining on layoff status for period in excess of one (1) year.
  - g. Absence for three (3) consecutive days without notifying the District unless failure to do so is beyond the employee's control.
  - h. The District shall provide the Association with updated seniority lists no later than September 30<sup>th</sup> and by no later than the first full week of school in January of each school year. Lists will include each bargaining unit member's name and seniority date.

**L. Union Activity During Working Hours**

1. No bargaining unit member shall engage in organizational activity, grievance activity, or any other Association related activity on the premises of the District during work hours of the bargaining unit member except with the express prior agreement of the District.
2. No member, official or representative of OAEA or PSEA shall interfere with or interrupt the work activities of any bargaining unit member during the work hours of the individual without the express prior agreement of the bargaining unit member.
3. Duly authorized representatives of the Association shall be permitted to transact official Association business on the District property before or after the workday and/or lunch periods.

**M. Management Rights**

1. The District hereby reserves to itself the authority conferred upon it by law. Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.
2. It is understood and agreed that the District possesses the right, in accordance with applicable laws, to direct, manage and control all operations of the District including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the employer, to determine the employment, classifications, and initial and subsequent assignment of employees, the types of work to be performed, the shifts, schedules and hours of work, the number of employees, and to make, apply and enforce rules and regulations, provided that such rights shall not be exercised by the employer in violation of the express provisions of this Agreement. One month notification will be provided by District related to any changes to the hours of work.
3. Matters of inherent managerial policy are reserved exclusively to the District. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the District, standards of service, the overall budget, utilization of technology, the organizational structure and selection and direction of personnel.
4. The listing of specific rights in this Article is not intended to be nor shall be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the District in the past.
5. An exercise by the District of its discretionary rights under this Article or under the law shall not create a precedent or establish a binding practice, even if repeatedly exercised over a period of time in a similar manner, but shall remain a matter of discretion.

6. The District agrees to internally post all vacant positions. The District reserves the right to interview the applicants and award the position to a candidate of its choosing. Positions that are increased in hours are not to be considered vacant positions during the current school year.
7. Supervisors
  - a. It is agreed that supervisors and managers have the right to perform any work in the District including work which is otherwise performed by members of the bargaining unit.

**N. Discipline and Discharge**

1. The District shall not discharge or discipline any bargaining unit member without just cause.
2. The following shall be just cause for progressive discipline:
  - Below standard work or neglect of duties.
  - Repeatedly being late for work or leaving early without supervisor's permission.
  - Smoking in unauthorized areas. – Tobacco products of any type are not permitted on school property.
  - Using abusive or vulgar language directed at others.
  - Willful or persistent violation of or lack of compliance with rules, regulations, directives or policy.
3. First Offense: It is recommended that a verbal warning precede a written warning. However, a written warning or suspension is an appropriate first step procedure in cases of first offenses of a severe nature.
4. Second Offense: Written reprimand with the option to suspend the bargaining unit member for a maximum of three (3) days without pay.
5. It is agreed that any written warning or reprimand placed in personnel file shall be reviewed by the bargaining unit member and may be initialed by the bargaining unit member. The bargaining unit member may provide a written response that shall be attached to the warning or reprimand and placed in the bargaining unit member's file.
6. Third Offense: Discharge or option for discipline of up to thirty (30) days suspension without pay.

7. The following shall be just cause for discharge or immediate suspension of three (3) to thirty (30) days:
  - Use of, possession of, distribution of, or being under the influence of drugs or alcohol on the job.
  - Theft of school property and supplies.
  - Sexual harassment of, or engaging in, any action tending to or intended to corrupt the morals of students or other employees.
  - Insubordination.
  - Falsification of data on personnel or school records or time sheets.
8. Any offenses whether or not mentioned in sections 2 through 6 which are covered under Section 514 of the Public School Code shall be deemed just cause for discharge with or without prior discipline.

**O. Use of Contractors**

The District retains the right to utilize outside contractors on a temporary basis, at its discretion to perform any work within the District, provided that the use of contractors shall not result in the layoff of any current bargaining unit member.

**P. Overtime**

1. Bargaining unit members may be required to work overtime at the discretion of the District. No overtime shall be worked except as authorized by the appropriate administrator.
2. Bargaining unit members who are required to perform work in excess of forty (40) hours in any calendar week shall be compensated according to the applicable wage and hour laws.
3. There shall be no duplication or pyramiding of any premium pay provided under this Article or any other Article of this Agreement. Payment of overtime rates and compensatory time as provided in this Article shall be in lieu of the payment of any other differential or premium rate provided in this Agreement.

**Q. Probationary Period**

1. Each bargaining unit member shall be considered probationary during the first ninety (90) workdays of employment. At the conclusion of the ninety (90) day probationary period, a review will be given. A bargaining unit member may be terminated at any time up to the conclusion of the probationary period at the discretion of the District. Thereafter, the bargaining unit member shall be considered a regular employee of the District and shall acquire seniority status back

to the date of employment. At its discretion the District may extend the probationary period for up to an additional ninety (90) workdays of employment if the bargaining unit member receives an unsatisfactory review.

**R. Web Portal and Email Accounts**

1. All bargaining unit members will be entered into and receive email accounts and web-portal accounts within ten (10) work days of start date.
2. All updates to District distribution list will take place within ten (10) work days of transfer.

**S. Mentors**

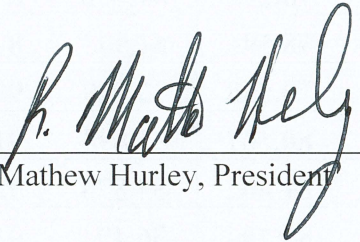
1. A position of Mentor shall be established. The duties of the Mentor shall entail items to assist in the orientation of the new bargaining unit member to the systems and process in the school setting.
2. Mentors shall be paid their hourly rate for four hours per mentee.
3. There shall be no more than twenty (20) new bargaining unit members that will receive a mentor per year.

**[Signatures appear on the following page.]**

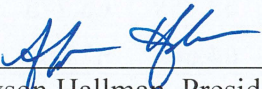
Date of Signature

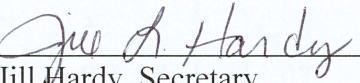
In witness whereof, the interested parties affix their signatures on March 17, 2025

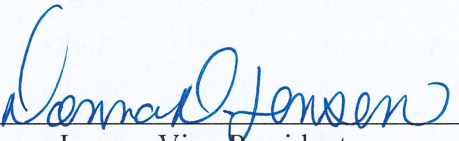
OCTORARA AREA  
SCHOOL DISTRICT

By:   
Mathew Hurley, President

OCTORARA AREA EDUCATION  
ASSOCIATION, PSEA/NEA

By:   
Allyson Hallman, President  
Octorara Area Education Association

By:   
Jill Hardy, Secretary

By:   
Donna Jensen, Vice-President  
Octorara Area Education Association

**APPENDIX "A"**  
**SALARY SCHEDULES**

**2026-2027**

<b>To Max</b>	<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>D</b>
<b>16</b>	<b>1</b>	<b>62,185</b>	<b>65,054</b>	<b>67,329</b>	<b>72,515</b>	<b>74,772</b>	<b>77,879</b>	<b>81,221</b>	<b>89,023</b>
<b>15</b>	<b>2</b>	<b>62,528</b>	<b>65,399</b>	<b>67,679</b>	<b>72,868</b>	<b>75,127</b>	<b>78,238</b>	<b>81,582</b>	<b>89,387</b>
<b>14</b>	<b>3</b>	<b>62,871</b>	<b>65,743</b>	<b>68,029</b>	<b>73,220</b>	<b>75,483</b>	<b>78,596</b>	<b>81,943</b>	<b>89,751</b>
<b>13</b>	<b>4</b>	<b>63,759</b>	<b>66,775</b>	<b>69,039</b>	<b>74,179</b>	<b>76,381</b>	<b>79,550</b>	<b>82,919</b>	<b>90,717</b>
<b>12</b>	<b>5</b>	<b>64,648</b>	<b>67,806</b>	<b>70,048</b>	<b>75,138</b>	<b>77,280</b>	<b>80,507</b>	<b>83,894</b>	<b>91,684</b>
<b>11</b>	<b>6</b>	<b>65,537</b>	<b>68,838</b>	<b>71,058</b>	<b>76,098</b>	<b>78,178</b>	<b>81,462</b>	<b>84,870</b>	<b>92,651</b>
<b>10</b>	<b>7</b>	<b>67,396</b>	<b>70,552</b>	<b>73,037</b>	<b>77,850</b>	<b>79,976</b>	<b>83,194</b>	<b>86,494</b>	<b>93,832</b>
<b>9</b>	<b>8</b>	<b>69,257</b>	<b>72,268</b>	<b>75,017</b>	<b>79,605</b>	<b>81,773</b>	<b>84,925</b>	<b>88,118</b>	<b>95,013</b>
<b>8</b>	<b>9</b>	<b>71,117</b>	<b>73,983</b>	<b>76,995</b>	<b>81,359</b>	<b>83,571</b>	<b>86,658</b>	<b>89,742</b>	<b>96,191</b>
<b>7</b>	<b>10</b>	<b>72,976</b>	<b>75,699</b>	<b>78,974</b>	<b>83,113</b>	<b>85,368</b>	<b>88,389</b>	<b>91,365</b>	<b>97,372</b>
<b>6</b>	<b>11</b>	<b>74,837</b>	<b>77,413</b>	<b>80,953</b>	<b>84,866</b>	<b>87,166</b>	<b>90,121</b>	<b>92,989</b>	<b>98,552</b>
<b>5</b>	<b>12</b>	<b>76,696</b>	<b>79,129</b>	<b>82,933</b>	<b>86,620</b>	<b>88,962</b>	<b>91,853</b>	<b>94,613</b>	<b>99,733</b>
<b>4</b>	<b>13</b>	<b>78,557</b>	<b>80,844</b>	<b>84,912</b>	<b>88,375</b>	<b>90,760</b>	<b>93,585</b>	<b>96,237</b>	<b>100,914</b>
<b>3</b>	<b>14</b>	<b>80,417</b>	<b>82,560</b>	<b>86,891</b>	<b>90,128</b>	<b>92,557</b>	<b>95,316</b>	<b>97,861</b>	<b>102,093</b>
<b>2</b>	<b>15</b>	<b>82,276</b>	<b>84,275</b>	<b>88,870</b>	<b>91,882</b>	<b>94,355</b>	<b>97,048</b>	<b>99,598</b>	<b>103,274</b>
<b>1</b>	<b>16</b>	<b>84,137</b>	<b>85,990</b>	<b>90,848</b>	<b>93,636</b>	<b>96,152</b>	<b>98,780</b>	<b>101,335</b>	<b>104,454</b>
<b>Max</b>	<b>17</b>	<b>85,997</b>	<b>87,705</b>	<b>92,828</b>	<b>95,389</b>	<b>97,950</b>	<b>100,512</b>	<b>103,073</b>	<b>105,634</b>

**APPENDIX “A”  
SALARY SCHEDULES**

**(continued)**

**2027-2028**

<b>To Max</b>	<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>D</b>
<b>15</b>	<b>1</b>	<b>64,336</b>	<b>67,243</b>	<b>69,631</b>	<b>74,873</b>	<b>77,187</b>	<b>80,351</b>	<b>83,750</b>	<b>91,608</b>
<b>14</b>	<b>2</b>	<b>64,772</b>	<b>67,682</b>	<b>70,081</b>	<b>75,329</b>	<b>77,648</b>	<b>80,818</b>	<b>84,222</b>	<b>92,086</b>
<b>13</b>	<b>3</b>	<b>65,753</b>	<b>68,808</b>	<b>71,191</b>	<b>76,390</b>	<b>78,652</b>	<b>81,880</b>	<b>85,309</b>	<b>93,166</b>
<b>12</b>	<b>4</b>	<b>66,734</b>	<b>69,934</b>	<b>72,300</b>	<b>77,452</b>	<b>79,656</b>	<b>82,945</b>	<b>86,395</b>	<b>94,247</b>
<b>11</b>	<b>5</b>	<b>67,716</b>	<b>71,060</b>	<b>73,410</b>	<b>78,514</b>	<b>80,660</b>	<b>84,009</b>	<b>87,482</b>	<b>95,328</b>
<b>10</b>	<b>6</b>	<b>69,668</b>	<b>72,869</b>	<b>75,489</b>	<b>80,370</b>	<b>82,563</b>	<b>85,849</b>	<b>89,216</b>	<b>96,622</b>
<b>9</b>	<b>7</b>	<b>71,621</b>	<b>74,679</b>	<b>77,569</b>	<b>82,228</b>	<b>84,466</b>	<b>87,689</b>	<b>90,951</b>	<b>97,917</b>
<b>8</b>	<b>8</b>	<b>73,573</b>	<b>76,489</b>	<b>79,647</b>	<b>84,084</b>	<b>86,369</b>	<b>89,529</b>	<b>92,686</b>	<b>99,209</b>
<b>7</b>	<b>9</b>	<b>75,526</b>	<b>78,299</b>	<b>81,726</b>	<b>85,941</b>	<b>88,272</b>	<b>91,369</b>	<b>94,420</b>	<b>100,504</b>
<b>6</b>	<b>10</b>	<b>77,479</b>	<b>80,108</b>	<b>83,805</b>	<b>87,797</b>	<b>90,175</b>	<b>93,209</b>	<b>96,155</b>	<b>101,798</b>
<b>5</b>	<b>11</b>	<b>79,431</b>	<b>81,918</b>	<b>85,885</b>	<b>89,654</b>	<b>92,077</b>	<b>95,049</b>	<b>97,890</b>	<b>103,092</b>
<b>4</b>	<b>12</b>	<b>81,385</b>	<b>83,728</b>	<b>87,964</b>	<b>91,511</b>	<b>93,980</b>	<b>96,889</b>	<b>99,626</b>	<b>104,387</b>
<b>3</b>	<b>13</b>	<b>83,337</b>	<b>85,538</b>	<b>90,043</b>	<b>93,367</b>	<b>95,883</b>	<b>98,729</b>	<b>101,361</b>	<b>105,680</b>
<b>2</b>	<b>14</b>	<b>85,289</b>	<b>87,348</b>	<b>92,122</b>	<b>95,224</b>	<b>97,786</b>	<b>100,570</b>	<b>103,209</b>	<b>106,975</b>
<b>1</b>	<b>15</b>	<b>87,242</b>	<b>89,157</b>	<b>94,200</b>	<b>97,081</b>	<b>99,689</b>	<b>102,409</b>	<b>105,057</b>	<b>108,268</b>
<b>Max</b>	<b>16</b>	<b>89,195</b>	<b>90,967</b>	<b>96,280</b>	<b>98,936</b>	<b>101,592</b>	<b>104,250</b>	<b>106,906</b>	<b>109,562</b>

**APPENDIX “A”  
SALARY SCHEDULES**

**(continued)**

**2028-2029**

<b>To Max</b>	<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>D</b>
15	1	68,174	71,157	73,773	79,130	81,557	84,836	88,349	96,322
14	2	68,516	71,501	74,123	79,482	81,913	85,194	88,710	96,685
13	3	69,405	72,532	75,133	80,441	82,811	86,149	89,686	97,652
12	4	70,294	73,564	76,142	81,400	83,710	87,105	90,661	98,619
11	5	71,182	74,595	77,152	82,360	84,608	88,060	91,637	99,586
10	6	73,042	76,310	79,131	84,112	86,406	89,793	93,260	100,767
9	7	74,902	78,025	81,111	85,867	88,204	91,524	94,884	101,947
8	8	76,762	79,741	83,089	87,621	90,001	93,256	96,508	103,126
7	9	78,622	81,456	85,068	89,375	91,799	94,987	98,131	104,307
6	10	80,482	83,171	87,047	91,129	93,596	96,720	99,755	105,487
5	11	82,342	84,886	89,027	92,882	95,393	98,451	101,379	106,668
4	12	84,203	86,602	91,006	94,637	97,190	100,183	103,003	107,848
3	13	86,062	88,317	92,985	96,390	98,988	101,915	104,627	109,028
2	14	87,922	90,033	94,964	98,145	100,785	103,647	106,364	110,209
1	15	89,783	91,747	96,942	99,898	102,583	105,378	108,101	111,389
Max	16	91,642	93,463	98,922	101,651	104,380	107,110	109,839	112,569

**APPENDIX "A"**  
**SALARY SCHEDULES**

**(continued)**

**2029-2030**

<b>To Max</b>	<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>D</b>
<b>15</b>	<b>1</b>	<b>73,267</b>	<b>76,615</b>	<b>79,423</b>	<b>84,797</b>	<b>87,222</b>	<b>90,732</b>	<b>94,403</b>	<b>102,478</b>
<b>14</b>	<b>2</b>	<b>73,567</b>	<b>76,915</b>	<b>79,723</b>	<b>85,097</b>	<b>87,522</b>	<b>91,032</b>	<b>94,703</b>	<b>102,778</b>
<b>13</b>	<b>3</b>	<b>73,867</b>	<b>77,215</b>	<b>80,023</b>	<b>85,397</b>	<b>87,822</b>	<b>91,332</b>	<b>95,003</b>	<b>103,078</b>
<b>12</b>	<b>4</b>	<b>74,167</b>	<b>77,515</b>	<b>80,323</b>	<b>85,697</b>	<b>88,122</b>	<b>91,632</b>	<b>95,303</b>	<b>103,378</b>
<b>11</b>	<b>5</b>	<b>74,963</b>	<b>78,452</b>	<b>81,233</b>	<b>86,554</b>	<b>88,915</b>	<b>92,479</b>	<b>96,168</b>	<b>104,231</b>
<b>10</b>	<b>6</b>	<b>76,730</b>	<b>80,072</b>	<b>83,112</b>	<b>88,204</b>	<b>90,607</b>	<b>94,103</b>	<b>97,680</b>	<b>105,298</b>
<b>9</b>	<b>7</b>	<b>78,498</b>	<b>81,693</b>	<b>84,992</b>	<b>89,856</b>	<b>92,299</b>	<b>95,726</b>	<b>99,193</b>	<b>106,365</b>
<b>8</b>	<b>8</b>	<b>80,265</b>	<b>83,314</b>	<b>86,870</b>	<b>91,507</b>	<b>93,991</b>	<b>97,350</b>	<b>100,706</b>	<b>107,430</b>
<b>7</b>	<b>9</b>	<b>82,032</b>	<b>84,935</b>	<b>88,749</b>	<b>93,158</b>	<b>95,683</b>	<b>98,973</b>	<b>102,218</b>	<b>108,497</b>
<b>6</b>	<b>10</b>	<b>83,800</b>	<b>86,555</b>	<b>90,628</b>	<b>94,809</b>	<b>97,375</b>	<b>100,597</b>	<b>103,731</b>	<b>109,563</b>
<b>5</b>	<b>11</b>	<b>85,567</b>	<b>88,176</b>	<b>92,508</b>	<b>96,460</b>	<b>99,066</b>	<b>102,220</b>	<b>105,244</b>	<b>110,630</b>
<b>4</b>	<b>12</b>	<b>87,335</b>	<b>89,797</b>	<b>94,387</b>	<b>98,112</b>	<b>100,758</b>	<b>103,844</b>	<b>106,757</b>	<b>111,697</b>
<b>3</b>	<b>13</b>	<b>89,102</b>	<b>91,418</b>	<b>96,266</b>	<b>99,762</b>	<b>102,450</b>	<b>105,467</b>	<b>108,270</b>	<b>112,763</b>
<b>2</b>	<b>14</b>	<b>90,869</b>	<b>93,039</b>	<b>98,145</b>	<b>101,414</b>	<b>104,142</b>	<b>107,091</b>	<b>109,896</b>	<b>113,830</b>
<b>1</b>	<b>15</b>	<b>92,637</b>	<b>94,659</b>	<b>100,023</b>	<b>103,065</b>	<b>105,834</b>	<b>108,714</b>	<b>111,522</b>	<b>114,896</b>
<b>Max</b>	<b>16</b>	<b>94,404</b>	<b>96,280</b>	<b>101,903</b>	<b>104,715</b>	<b>107,526</b>	<b>110,338</b>	<b>113,149</b>	<b>115,962</b>

**APPENDIX "B"**  
**OCTORARA AREA SCHOOL DISTRICT**  
**GRIEVANCE FORM**

Name(s) of Person(s) Initiating Grievance: \_\_\_\_\_

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

Work Location of Grievant(s): \_\_\_\_\_

Responsible Administrator: \_\_\_\_\_

Date, Time and Place of Alleged Grievance: \_\_\_\_\_

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

Facts Pertaining to Alleged Grievance: \_\_\_\_\_

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

Section(s) of collective bargaining agreement violated: \_\_\_\_\_

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Statement of Specific Relief Sought: \_\_\_\_\_

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Signature: \_\_\_\_\_

STEP I: Date Reviewed with immediate supervisor: \_\_\_\_\_

Names of Those Present: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Disposition by immediate supervisor: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of immediate supervisor:

\_\_\_\_\_

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

STEP II: Date of appeal to Step II: \_\_\_\_\_

Statement of Grievant or Representative as to reasons for dissatisfaction with immediate supervisor's disposition: \_\_\_\_\_

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Signature: \_\_\_\_\_

Date Reviewed with Superintendent (if conference held):

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Names of Those Present: \_\_\_\_\_

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Disposition by Superintendent: \_\_\_\_\_

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Signature of Superintendent:

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

STEP III: Date of Appeal to Step III: \_\_\_\_\_

Statement of Grievant or Representative as to reasons for dissatisfaction with

Superintendent's decision: \_\_\_\_\_

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Signature: \_\_\_\_\_

Date of Hearing or Conference with Grievant (if  
held):

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Disposition by Board: \_\_\_\_\_

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Signature of Board Secretary:

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



