

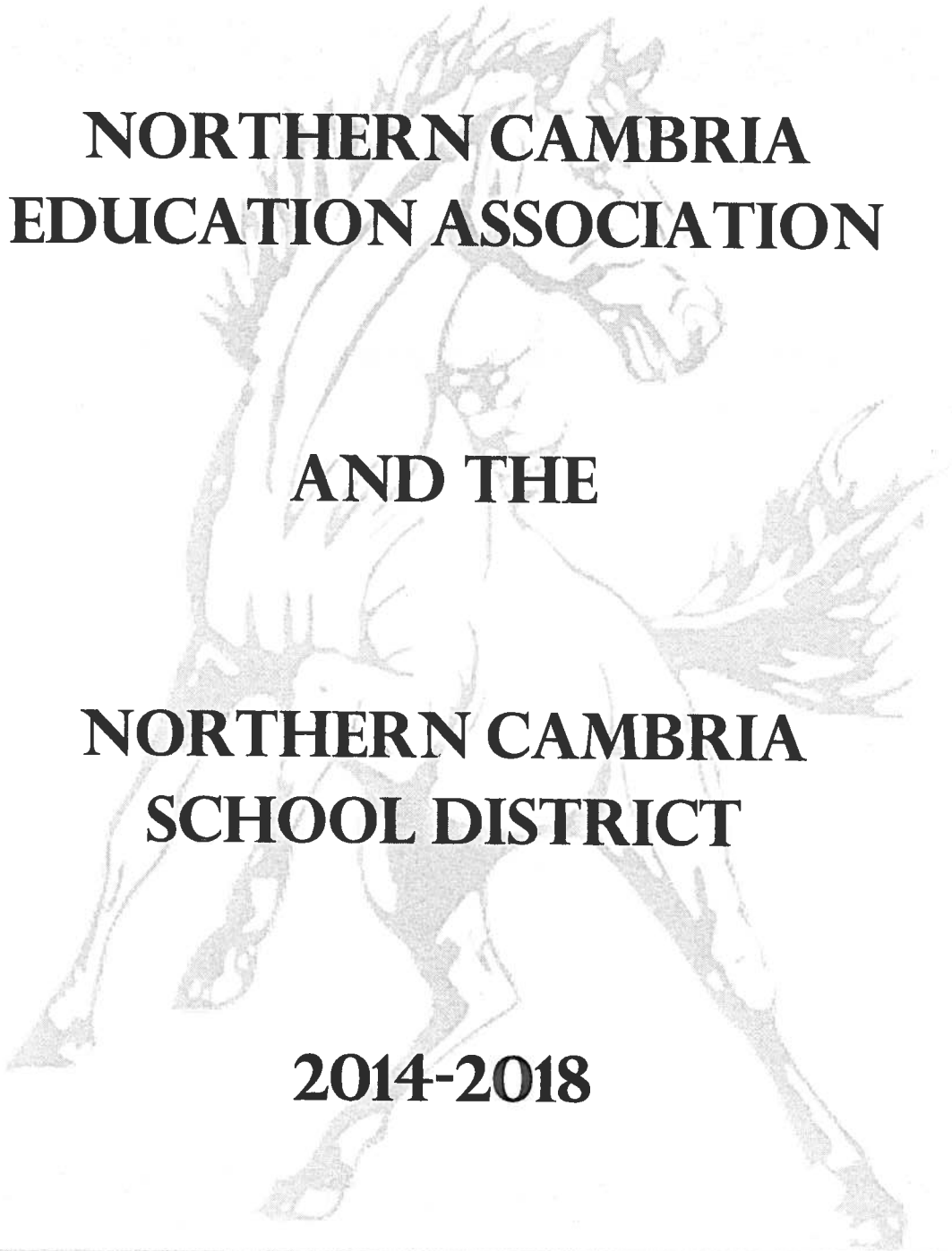
# **AGREEMENT**

**NORTHERN CAMBRIA  
EDUCATION ASSOCIATION**

**AND THE**

**NORTHERN CAMBRIA  
SCHOOL DISTRICT**

**2014-2018**



**ARTICLE I  
RECOGNITION**

The Northern Cambria Education Association-PSEA-NEA, hereinafter called the Association, is hereby recognized by the Northern Cambria School District, hereinafter called the Employer, as the bargaining agent for the employees properly included in the bargaining unit of the Northern Cambria Education Association-PSEA-NEA under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

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

The Northern Cambria Education Association-PSEA-NEA, serving as bargaining agent, shall also negotiate on matters concerning co-curricular and extracurricular activities and related supplemental salaries and wages.

**ARTICLE II  
TERM OF AGREEMENT**

The term of this Agreement shall begin on July 1, 2014 and shall continue in full force and effect until June 30, 2018, or until such later date as the two parties may hereinafter agree. Any 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.

**ARTICLE III  
DESCRIPTION OF BARGAINING UNIT**

The parties agree that teachers, nurses, librarians, guidance counselors, home and school visitors, and teachers and home and school visitors of the ESEA Program, and substitute employees as provided by Appendix F, shall be employees included in this collective bargaining agreement.

It is further agreed that the superintendent, business manager, administrative assistant, principals, technology coordinator, special education supervisor and per diem substitutes shall be excluded from this collective bargaining agreement.

#### **ARTICLE IV GRIEVANCE PROCEDURE**

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

The parties agree that grievances which arise out of the interpretation of this Agreement should be resolved in an orderly and expeditious manner through a four (4) step process which is described in the following paragraphs and the form included as Appendix "D."

**STEP I:** Person or persons initiating the alleged grievance shall present the grievance in writing and on a form provided by the employer to the high school principal, or elementary/middle school principal, within thirty (30) school days after its occurrence or notification. The administrator involved shall reply to the grievance within five (5) school days after initial presentation of the grievance.

**STEP II:** If the action in Step I above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the superintendent within ten (10) school days of the date of receipt of the response of the Step I supervisor. The superintendent shall respond within five (5) school days after receipt of the grievance.

**STEP III:** If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Board of Education within ten (10) school days of the date of receipt of the response of the Step II supervisor to be acted upon at the next regularly-scheduled school board meeting. The Board of School Directors shall respond within five (5) school days following the meeting.

**STEP IV:** If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the Association may refer the grievance to binding arbitration within twenty (20) days of the date of receipt of the response of the Board of School Directors as provided in Section 903 of the Act.

If the grievance fails to meet the criteria of Section 903 of the Act, as determined by the arbitrator, the decision of the Board of Education in Step III shall be final.

**QUALIFIED PROVISIONS OF GRIEVANCE PROCEDURE:**

- A. A conference shall be arranged when requested by either party at each step.
- B. The grievant may have representation at conferences, if so requested.
- C. An Association grievance shall begin at Step I.
- D. Time requirements for initiating and responding to grievances occurring between school terms shall be measured in terms of workdays rather than school days.
- E. A separate file shall be kept for grievances. No grievance shall be placed in an employee's personal file.
- F. All replies to grievances shall be in writing and either on the approved grievance form, or attached to said form.
- G. If the District fails to adhere to the time limitations at any step in the grievance procedure and no written extension of time is mutually agreed upon, the grievant may proceed to the next step.
- H. If the employee(s) fail(s) to adhere to the time limitations at any step of the grievance procedure and no written extension of time is mutually agreed upon, the grievance shall be considered resolved and shall bar the employee(s) from commencing any further action on the alleged grievance.

**ARTICLE V  
RIGHTS OF PROFESSIONAL EMPLOYEES**

**SECTION A. STATUTORY SAVING**

This contract shall be subject to, and shall include all the provisions of, any applicable federal and/or state regulatory laws.

### **SECTION B. JOB SECURITY AND JOB PROGRESSION**

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 the School Code and Local Agency Law represent their complete agreement, and that said provisions shall govern the manner in which the job security and job progression shall be affected with respect to members of the bargaining unit.

Whenever the Board of School Directors decreases the size of the staff of professional employees, reductions as a result of attrition will be given first consideration. In cases in which suspensions are to be made, professional employees shall be retained on the basis of seniority rights (in the field of certification) acquired within the school district.

Any provision of this section that would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania shall not be implemented.

### **SECTION C. JUST CAUSE:**

No professional employee shall be dismissed, disciplined, suspended, or reduced in compensation without just cause.

### **SECTION D. REPRESENTATION:**

Employees shall be entitled to Association representation at any conference, meeting or hearing, if so requested.

### **SECTION E. VACANCIES AND TRANSFERS**

1.a) **Vacancies.** For the purpose of this section, "vacancy" will mean a position that has become available as a result of the retirement, resignation, death or dismissal of the current employee, or as a result of the creation of a new or additional position.

1.b) **Posting.** When a vacancy occurs during the school year, the employer will post notice of such vacancy for a period of ten (10) workdays on all professional employee bulletin boards. Should said vacancies occur between the end of one school year and the beginning of the next, said notice shall be included with the paycheck scheduled for the next mailing. Posting shall contain the minimum qualifications, skill requirements, salaries and job description for the posted positions. The president of the Association

shall receive notice of said vacancy upon official notice of vacancy or creation of a new position(s).

1.c) **Bidding.** Employees in the bargaining unit who wish to apply for a vacant position shall submit written application to the superintendent within ten (10) workdays after the notice of the vacancy has been posted.

1.d) **Awarding.** Consideration shall be given to the most senior qualified bidding employee. Vacancies for which there are qualified applicants shall be filled within ninety (90) days of the initial date of posting. Should the successful applicant be a bargaining unit member, he/she shall be treated, for all collective bargaining agreement purposes, as though he/she had occupied said position as of the effective date of said position having been vacated or created.

The District may fill any position covered under this provision on a temporary basis to the extent as outlined above.

2. **Transfers.** The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its professional employees. Requests by a professional employee for transfer to a different class, building, or position shall be made in duplicate, one copy of which shall be filed with the superintendent and one copy signed by the superintendent and returned. Transfers will not be made unless they become necessary. If transfers are necessary, management will first make every attempt to use volunteers. Under normal work conditions, transfers will first be discussed with the employee involved. This will be followed by a registered letter with transfer rationale documented. Management reserves the right to make any transfer as necessary under emergency situations.

## **ARTICLE VI ASSOCIATION RIGHTS**

The Board agrees to provide a total of three (3) days per contract year to the president and/or his/her designee to be used for Association business. Prior written notice of any absence must be submitted to the superintendent five (5) days prior to the occurrence.

The Board agrees to pay the teacher(s) for these days. The Association agrees to reimburse the District for the cost for substitutes should substitutes be employed on these occurrences.

The five (5) day notice may be waived by the superintendent under extenuating circumstances.

## **ARTICLE VII TEACHER WORK YEAR, HOURS AND CONDITIONS**

### **SECTION A. SCHOOL YEAR:**

The teacher work year shall consist of 184 days of work to be arranged in the following manner: 180 student days; one (1) clerical day (scheduled before the first student day of the work year), and three (3) in-service days. Parent conference days will be scheduled on either in-service days or Act 80 Days. The teachers will also participate in one (1), two and one-half (2 ½) hour evening parent conference/open house activity scheduled by the principal in cooperation with the respective staff. Bargaining Unit Members who fail to attend open house will be charged ½ sick day unless they are excused by the principal due to an extracurricular or professional development conflict.

On days used for clerical activities, one (1) hour shall be set aside for the purpose of Association meetings. On days used for staff development activities, the activities shall be planned in coordination with the Professional Development Committee.

### **SECTION B. SCHOOL DAY**

Length of the school day for all employees shall be seven (7) hours and thirty (30) minutes. A record of attendance of all employees covered by this contract shall be made by all employees "signing in" at the beginning of the workday and "initialing out" at the end of the workday. The "sign in" and "initial out" sheet will be developed by the administration.

The elementary morning preparation period shall be thirty (30) minutes in duration before students arrive in homeroom.

Effective the 2011-2012 school year, each classroom teacher in the Middle and High School shall receive preparation time equal to one (1) class period per day or the equivalent of five (5) per week while school is in session.

In the event that the above preparation period is lost, if so requested, the teacher may request payment in the amount of Ten (\$10.00) Dollars for each preparation period that is lost as a result of principal's assignment.

Each employee shall be required to attend one meeting per month after school, not to exceed one (1) hour, or nine (9) meetings per year, as scheduled by the building principal or superintendent, for school related issues, e.g., faculty meetings, department meetings. The administration shall give a three (3) day notice for each meeting. Each employee shall be permitted one (1) excused absence. All other times shall be made up. The parties to this Agreement have agreed that this paragraph shall be in effect for the term of this Agreement only.

#### **SECTION C. DUTY-FREE LUNCH**

All teacher schedules will provide for a one-half (½) hour duty-free lunch period to be part of the seven (7) hour, thirty (30) minute schedule under Section B above. An employee may leave the school grounds by punching in and out on the sign-in sheet. Should an employee punch in late, he/she shall lose the privilege of leaving the school grounds for one (1) calendar year from the date of the infraction.

#### **SECTION D. EARLY DISMISSAL:**

1. Early dismissals (fashioned after Act 80 one-half (½) day schedules) shall be scheduled on the day preceding Thanksgiving, Christmas and Easter vacations. The parties to this Agreement have agreed that this paragraph shall be in effect for the term of this Agreement only.
2. Dismissal of teachers on the final day shall take place immediately following completion and submission of all required reports.



**ARTICLE VIII  
TEMPORARY LEAVES OF ABSENCE**

**SECTION A. EMERGENCY LEAVE**

Emergency shall mean a sudden unexpected happening or unforeseen occurrence beyond the control of the employee, and requiring the employee's response to protect or rectify.

One (1) day per year (non-accumulative) shall be allowed as emergency leave for serious exigency in the immediate family of the employee. Should an employee be called from work, the circumstances surrounding the situation may be considered an emergency. Explanation of the emergency shall be made in writing by the employee. Immediate family shall be interpreted as defined in Article VIII, Section C (Bereavement).

Explanation of the emergency shall be made in writing over the signature of the employee. (Grandchild shall also be included as immediate family.)

**SECTION B. PERSONAL DAYS:**

Two (2) personal leave days shall be allowed for each professional employee in each year, accumulative to six (6). A maximum of two (2) personal leave days shall be allowed in the elementary school at one time, a maximum of two (2) personal leave days shall be allowed in the middle school at one time, and a maximum of two (2) in the high school at one time.

The building principal shall be given notice of personal leave(s) of absence as follows:

- **For an absence of one (1) day** – notice shall be given no later than 6:30 a.m. the day on which the leave is to be taken.
- **For an absence of two (2) to three (3) consecutive days** – notice shall be no later than twenty-four (24) hours prior to the date on which the leave is to commence.
- **For an absence of more than three (3) days** – notice shall be no less than five (5) calendar days prior to the date on which the leave is to commence.

Once six (6) personal days have been accumulated, all ensuing personal days will become part of the employee's accumulated sick leave allowance.

**SECTION C. BEREAVEMENT:**

Death leave will be allowed for professional employees as mandated by the School Code, with the further provisos that step-parent, grandchild, daughter-in-law, son-in-law and stepchild will be included as a member of the immediate family in addition to those listed in Section 1154(B) of the School Code; and further, one (1) additional school day's absence with no deduction in pay will be allowed for death of parent, step-parent, parent-in-law, child or spouse.

The School Code (except as modified herein) provides:

Whenever a professional or temporary professional employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days. The Board of School Directors may extend the period of absence with pay at its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home.

Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay at its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

**SECTION D. JURY DUTY:**

Employees in the bargaining unit who are called for jury service shall be excused from duty for the days served (which includes required reporting for jury duty when summoned whether or not used as a juror). Employees shall be granted leave with full pay for each day of absence. The employee shall be required to present proof of service and shall reimburse the school district for the amount of monies received for jury duty excluding transportation and other costs.

**SECTION E. SABBATICAL LEAVE:**

Sabbatical leaves shall be granted to professional employees who qualify as follows:

1. Any professional employee who has completed ten (10) years of satisfactory service in or for the public schools of the Commonwealth of Pennsylvania as per 24 P.S. Section 1166 (1996) of the Pennsylvania School Code, as amended, shall be entitled to a sabbatical leave of absence for restoration of health, study, or, at the discretion of the Board of School Directors, for other purposes.
2.
  - a. Sabbatical leaves for study may be taken for a half or full term, or for two (2) half-school terms during a period of any four (4) consecutive semesters (half-school terms). Two (2) half-term sabbatical leaves need not be taken in consecutive semesters.
  - b. Sabbatical leaves for illness shall be granted as per the provisions of 24 P.S. Section 1166 (1996) of the School Code, as amended.
3. A sabbatical leave for study for any portion of a school semester (half-school term) shall be granted and counted as a complete school semester (half-school term); a sabbatical leave for one (1) semester (half-school term), plus any portion of another semester (half-school term), shall be counted as a sabbatical for a full term (two (2) semesters).
4. A sabbatical leave shall be granted to any employee with five (5) or more years of service with the Northern Cambria School District. It is understood, however, that the Board shall have the right to waive this requirement at any time. In the event that such a waiver is invoked by the Board of School Directors, the minimum number of employees eligible for sabbatical leave shall be increased by at least one (1). Subsequent sabbatical leaves shall be allowed after each seven (7) years of service.
5. Prior to the date on which the sabbatical leave is to commence, the employee shall submit a written statement agreeing to return to employment for a period of not less than one (1) school term immediately following such leave of absence.

6. While on sabbatical leave, the employee shall be considered to be in regular full-time daily attendance in the position from which the sabbatical leave is taken during the period of the leave. The employee's regular salary, while on sabbatical leave, shall be reduced by one-half (½) of that to which normally entitled under the collective bargaining agreement.
7. Regular salary includes only the salary consideration for teaching during the school term, and does not include extra-duty pay for extracurricular activities. The sabbatical leave from professional duties shall also be considered as a sabbatical from extracurricular activities and shall be for the same period of time, except as may be waived by the Board. An employee on sabbatical leave may not engage in compensational extracurricular employment activities in the Northern Cambria School District during the period of the sabbatical leave.
8. Upon return from a sabbatical leave for study, the employee shall, within ninety (90) days of the date of return to active employment, submit a written report on the use of the sabbatical leave.
9. An employee granted a sabbatical leave for health reasons shall provide the District with a physician's statement. Subsequent statements shall be provided upon request from the District, but no more frequently than every three (3) months.
10. An employee returning from sabbatical leave for health shall provide to the District, prior to the first day of reporting to work, a statement from the employee's physician certifying medical fitness to carry out the duties of the employee's position.
11. Upon return from sabbatical leave, the employee shall be returned to the building and assignment held prior to the commencement of the leave; however, in the instances of the situations listed below, an employee returning from sabbatical leave shall be treated as per the language of the applicable subsection.

- a. **Reduction in Force.** When the Board of School Directors has acted at a legally constituted meeting to reduce the number of professional employees in the bargaining unit, an employee on sabbatical leave shall be treated, for realignment of staff purposes, as if said employee on sabbatical leave were actually occupying the building and assignment at the time the plan or actual realignment takes place. Under no circumstances, however, shall an employee returning from sabbatical leave be moved to another building or assignment unless such change is required to preserve the employment of a bargaining unit member with District-wide seniority rights.
- b. **Return Under Section E.14 of Article VIII.** An employee approved to return early from a sabbatical leave in progress shall be returned to the same building and assignment held prior to the commencement of the sabbatical leave if the return is for the beginning of a semester. If the early return is at a time other than the beginning of a semester, the District shall return the employee to the same building and the same assignment unless, at the time of return, another assignment for which certificated has opened simultaneously in the same building. In such instance, the District shall have the right to temporarily assign the returning employee to said assignment for a period of no longer than the completion of the grading period in progress. At the end of that grading period, the employee shall be returned to the assignment held prior to the commencement of the sabbatical leave.

12. Any rights or benefits granted by this section of the Agreement shall be in addition to any other rights and/or benefits to which the employee may be entitled under the collective bargaining agreement, Pennsylvania School Code of 1949, as amended, and any other rule, law or regulation.

13. Application for sabbatical leaves of absence for study shall be submitted to the superintendent no later than 45 calendar days prior to the starting date of the sabbatical leave requested. An employee applying for a sabbatical leave for study shall provide the superintendent with a statement of the course(s) and/or personal study plan to be pursued. A sabbatical leave for study shall be in compliance with

24 P.S. Section 1166 (1996). Preference shall be given according to the number of years of service since the previous sabbatical leave of the applicant, and in accordance with other regulations outlined in the School Code. Preference as previously stated in this subsection shall not apply, however, to an employee requesting the second half-term (semester) of a sabbatical leave. Said employee shall be entitled to the second half-term (semester) leave before the Board approves other requests for sabbatical leave. An employee need not request the second half of a sabbatical leave at the time of the original sabbatical leave request.

14. An employee may cancel an approved sabbatical leave by filing with the district a written notice no less than thirty (30) calendar days prior to the first workday for teachers for the semester in which the sabbatical leave is to commence. In the event that extenuating circumstances require the employee to return from sabbatical leave before the end of the period for which approved, a written notice shall be issued to the superintendent. The Board shall act at its next meeting on the request. No reasonable request for an early return from sabbatical shall be denied. In no event, however, will an employee requesting an early return from sabbatical leave be denied return rights later than the beginning of the next school term (semester). In the event that an employee is permitted to return early from sabbatical leave, it is understood that the substitute filling the position shall be terminated from that position.
  
15. An employee on sabbatical leave shall continue his/her tenure, increment, membership in the Pennsylvania School Employees' Retirement System, and any such other benefits as established by the collective bargaining agreement. Deductions from the employee's pay for contributions to the PSERS shall be in addition to such other deductions as required by government laws and regulations, and the collective bargaining agreement.

**ARTICLE IX  
UNPAID LEAVE OF ABSENCE**

**SECTION A. MATERNITY LEAVE**

An employee shall be granted a maternity leave for any of the following reasons:

1. Birth of a child
2. Anticipated birth of a child (period of pregnancy)
3. Adoption of a child (childrearing)

The employee shall submit written notification to the superintendent of the anticipated duration of the maternity leave at least two (2) weeks in advance of the commencement of the leave. Such leave shall be granted for a period of up to one (1) complete school year, and the employee shall notify the superintendent at least two (2) weeks prior to her return to employment indicating the date she will return.

A pregnant employee shall not be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

Every employee shall have the right to return to the same position held before going on maternity leave or to an equivalent position for which certified.

Upon return from maternity leave, the employee shall retain all seniority and pension rights that had accrued before the leave. Seniority shall accrue while on leave only for bidding and layoff purposes.

An employee shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons as certified by her physician. All other periods of leave relating to childbirth shall be leave without pay. An employee shall not earn sick leave while on maternity leave without pay.

An employee returning from an unpaid leave under this article and section shall be treated for salary purposes as any other employee returning from an unpaid leave of absence consistent with, and as provided for in, Appendix "A", Section A of this Agreement. An employee on maternity leave may remain as a member of the Blue

Cross/Blue Shield Hospitalization Master Policy or Select Blue Plan for Cambria County Schools providing she pays the hospitalization premium during the leave of absence.

The District and the Association agree that all provisions concerning maternity leaves will be in compliance with federal and state law.

## **ARTICLE X WAIVERS**

The parties agree that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement, unless agreed to mutually in writing.

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, preparation periods, leaves, and general teaching conditions, shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provision of this Agreement.

## **ARTICLE XI PROFESSIONAL COMPENSATION**

### **SECTION A. SALARY**

The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in Appendix "A," attached to and made part of this Agreement, and that the schedule of wages and salaries set forth in Appendix "A" shall be the schedule which shall remain in force for the period of this Agreement.

In the event that the term of this Agreement shall be extended, as provided in Article II, and in the event that such mutually agreed upon changes result as a condition of such an extension, then a revised Appendix "A" shall be executed by the parties and attached to and made part of this Agreement.



### **SECTION B. BENEFITS**

The parties agree that other employee benefits and other conditions of employment to be provided under this Agreement are accurately reflected in Appendix "B," attached to and made part of this Agreement.

Any changes in other employee benefits and other conditions of employment to which the parties may agree conditioned upon a change in term of this Agreement, as provided in Article III, shall be evidenced by a revised Appendix "B" which shall be executed by the parties and attached hereto and made part of this Agreement.

### **SECTION C. EXTRACURRICULAR**

1. The parties agree that wages and salaries for extracurricular assignments to be affected by this Agreement are accurately reflected in Appendix "C," attached to and made a part of this Agreement, and that the schedule of wages and salaries set forth in Appendix "C" shall be the schedule which shall remain in force for the period of this Agreement.
2. In the event that the term of this Agreement shall be extended, as provided in Article II, and in the event such mutually agreed upon changes result as a condition of such extension, then a revised Appendix "C" shall be executed by the parties and attached to and made part of this Agreement.
3. Participation in the extracurricular program by an employee shall be voluntary. When a vacancy in an extracurricular position occurs, for any reason, or the District creates a new position, the District shall post such notice on employee bulletin boards for a period of ten (10) workdays during the time school is in session. During periods when school is not in session, such notice(s) shall be mailed to all employees in the same envelope as their paycheck. Such notice shall list all information pertinent to the application procedure and timelines.
4. Supplemental contracts shall be let to qualified applicants hired to supervise or otherwise participate in the extracurricular program in accordance with the activities and positions listed in this Agreement. Beginning with the 1990-91

school year, supplemental contracts let to bargaining unit employees shall be for a term of three (3) school years, except as otherwise provided in this section.

5. The District will hire personnel with proper qualifications. Due regard shall be given to the criteria outlined in paragraph 6 below. The District shall have the right to select from among the applicants the person most qualified for the position. In the event that qualifications of the applicants are equal, applicants who are members of the bargaining unit shall have preference over outside applicants.
6. In making the employment decision, applicants shall provide evidence of, and the District shall give due regard to, the following criteria:
  - a. If the position is an activity -
    - 1) Participation in the activity
    - 2) Acquisition of knowledge of the activity through formal study or participation at clinics, workshops, in-service programs, etc.
    - 3) Knowledge of the methods of teaching appropriate to the age of the students participating in the activity.
  - b. If the position is in athletics -
    - 1) Participating in the sport;
    - 2) Acquisition of knowledge of the sport through formal study or participation at clinics, workshops, in-service programs, etc.
    - 3) Knowledge of the methods of teaching appropriate to the age of the students participating in the sport
    - 4) Knowledge of first aid, including care and prevention of athletic injuries
    - 5) Knowledge and understanding of the scientific principles related to training and conditioning for sports
    - 6) Knowledge and understanding of the relationship between interscholastic sports and school/community responsibility, including and understanding and appreciation of the influence of

athletics on athletes, coaches, parents, and the community and the values to which the District subscribes and which it wishes to have taught through athletic programs

- 7) Completion at a satisfactory level of a District-administered examination on the rules of the sport, PIAA rules and guidelines, and the District's policy on, and philosophy of, sports in the schools and of coaching objectives and style.
7. The employment of assistants who meet the qualifications above for any positions listed in Appendix "C" shall be on the recommendation of the person employed for the head position in consultation with the administration. Their names shall be submitted annually to the Board for employment through supplemental contracts of one (1) school year duration.
  8. The District reserves the right to add or delete extracurricular positions. Newly created positions shall not be activated until the compensation for such position has been negotiated with the Association. Positions deleted and reinstated within any normal three (3) year contract period as referenced in paragraph 4 above shall first be offered to the bargaining unit person holding that position at the time of deletion, provided such person is qualified. If that person is no longer with the District, or the position was held by a person outside the bargaining unit, said position will be posted as outlined in this article.
  9. In instances where the employer believes, under exceptional circumstances, just cause exists for termination of an employee within a supplemental contract term, the employer shall not be prevented from taking such action. Notice, in all cases, shall be in writing, and include a statement of the reason(s) for termination. The employer may terminate an employee's supplemental contract only for failure on the part of the employee to carry out the duties of the position held. Disciplinary and/or termination disputes shall be resolved through the Grievance Procedure contained in Article IV of this Agreement. The grievance may be entered at the Second Step of the Grievance Procedure.

10. Disputes pertaining to extracurricular work performed by the teachers are non-arbitrable. The determination of the Board of School Directors as provided in Step III of Article IV, Grievance Procedure, shall be the final step in the resolution of disputes pertaining to extracurricular work performed by the members of the bargaining unit.
11. The Board encourages active public involvement and participation in any/all school district athletics/activities; therefore, volunteers may be utilized to augment any position categorically listed.

#### **SECTION D. PAY PERIODS**

The School Board agrees to continue the bi-weekly pay schedule. The pay schedule shall begin on the second Friday following the opening of the school term, but not before twelve (12) calendar days shall have intervened, and will continue every two (2) weeks until twenty-six (26) checks, or in those years when applicable, twenty-seven (27) checks will have been issued for the school term. Any employee shall have the option of requesting his full summer pay to be paid on the first payday following the completion of the school term, provided a request for such option is made on or before May 1.

#### **SECTION E. PAYROLL DEDUCTIONS**

The School District agrees to payroll deductions for a credit union and a tax-sheltered annuity program.

The School District, upon receipt of signed authorization by the employee, shall provide for payroll deductions for professional dues in the amount designated; monies from said deductions shall be paid to the Association monthly, and the Association will be responsible for transmittal to the proper agency. Professional dues shall be interpreted to mean dues charged by the National Education Association, Pennsylvania State Education Association, and Northern Cambria Education Association.

## **ARTICLE XII**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION A. INSTRUCTIONAL LIAISON COMMITTEE**

An Instructional Liaison Committee shall be established as soon as possible after the date of this Agreement. It shall consist of not less than six (6) representatives – two (2) from elementary, two (2) from middle, two (2) from secondary – appointed by the Association. The Committee shall meet as needed each month with their respective principals for the purpose of reviewing and discussing current school problems and practices, and thereby to play an active role in the development and revision of building policies and the administration of this Agreement. Whenever satisfactory solutions to problems are not found at this level of administration, the Committee shall have the opportunity to meet with the superintendent of schools upon request to seek resolution to problems confronting the professional staff. The Committee shall, further, have the opportunity to meet with a committee of the Board of School Directors whenever satisfactory resolution to school problems cannot be mutually agreed upon at this administrative level. If a problem of a system-wide nature arises, the matter may be brought before the Superintendent and/or School Board.

#### **SECTION B. UNSAFE AND HAZARDOUS CONDITIONS**

Any unsafe or hazardous condition that merits the dismissal and/or evacuation of the students from the building shall also include the dismissal and/or evacuation of the staff. Staff may leave the building immediately following the students at the direction of the principal. It shall be the responsibility of the staff to assist in the evacuation and/or dismissal of the students in accordance with the fire drill evacuation plan.

#### **SECTION C. SEPARABILITY**

Any provisions of the contract restricted by federal and state regulatory laws shall become effective immediately upon release of such restrictions imposed.

#### **SECTION D. NONDISCRIMINATION**

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or non-work related disabilities.

**SECTION E. MAINTENANCE OF MEMBERSHIP**

The Board agrees that all employees who are presently members of the Association shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

**SECTION F. No STRIKE/NO LOCKOUT**

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in an illegal strike (as that term is defined in Act 195) 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.

**SECTION G. MENTOR TEACHER**

An employee who serves as a "mentor" to a teacher inductee under the District's Induction Plan (herewith incorporated by reference) shall be compensated at the homebound for each hour or fraction thereof spent serving as a "mentor." The mentor teacher shall be allocated a minimum of ten (10) hours per inductee per semester to perform the duties of a mentor teacher. Any additional hours of induction required, as recommended by the mentor teacher, may be authorized only upon mutual agreement by the mentor teacher, building principal and superintendent.

No teacher shall be assigned to "mentor" more than one (1) inductee per semester. Teachers who volunteer to serve as mentor teachers shall be assigned to an inductee within his/her building(s). Such assignments shall be on a rotating basis from a "pool" of volunteer teachers from each building. In the event the number of inductees exceed the number of volunteer teachers available from any one building in any one semester or year, the District may assign more than one (1) inductee to a volunteer mentor teacher it deems suitable for the specific assignment.

A mentor teacher shall be a permanently certificated teacher who has been a permanent employee of the school district for no less than two (2) full school years.

#### **SECTION H. PROFESSIONAL DEVELOPMENT**

As per Act 178 of 1986 (§1205.1), a Professional Development Planning Committee, to determine the professional development needs of professional employees and options for meeting those needs, shall be created.

The committee shall be comprised of a minimum of six (6) bargaining unit members – two (2) elementary, two (2) middle school, two (2) high school – selected by teachers from the slate approved by the Association Executive Committee, and three (3) administrators selected by administrators. The committee shall be co-chaired by a member of the bargaining unit and a member of the administration.

All meetings of the committee shall be held during the workday unless an alternative time is selected by the committee. Teachers shall be relieved of all duties during the workday. Should the committee meet outside the normal workday or work year, bargaining unit members shall be compensated for each hour or fraction thereof at his/her regular per hour/per diem rate.

#### **SECTION I. ACTIVITY PASSES**

Each employee shall be issued a pass valid for free admission to any school-sponsored activity.

#### **SECTION J. FAIR SHARE**

Each nonmember in the bargaining unit shall be required to pay a Fair Share Fee as provided by Act 84. The District and Association agree to comply with all provisions of said law. All nonmembers shall be given the opportunity to join the Association prior to invoking this section of the Agreement.

#### **SECTION K. SENIORITY**

Employees with the same date of seniority shall have their order of seniority determined by lottery. An Association representative will be present at the lottery determination. The current seniority listings established prior to August 24, 1994 will remain unchanged.

**SECTION L. DRUG/ALCOHOL TESTING**

The District specifically reserves unto itself the right to require employees, as an ongoing condition of employment, to submit to reasonable suspicion drug and alcohol testing.

Random drug testing shall not come into play unless the employee would test positive and then the employee would be subject to random testing for a period of time as outlined in the policy if the employee were to be retained.

This policy will be developed mutually by both parties and must be agreed upon on before December 1, 2011 or Section L becomes null and void.



**ARTICLE XIII  
EXECUTION**

This Agreement shall be effective as of July 1, 2014 and shall continue in force according to Article II of this Agreement.

***NORTHERN CAMBRIA BOARD OF SCHOOL DIRECTORS***

*Ronald T. Dolensky*  
**President**

*Betty Krug*  
**Secretary**

*10/7/14*  
**Date**

***NORTHERN CAMBRIA EDUCATION ASSOCIATION***

*Amy Clark*  
**President**

*Alina of Mico*  
**Secretary**

*10/9/2014*  
**Date**

**APPENDIX 'A'**  
**SALARY SCHEDULES**

Salaries for bargaining unit employees shall be for 184 days of work.

- A. Salary for the 2014-2015 school year through the 2017-2018 school year.
1. Salaries for each of the years of the contract are reflected in the salary schedules constructed from the accompanying matrixes. The average increase per bargaining unit member in each of the years of the Agreement is as follows –  
2014-2015 2.9%, 2015-2016 2.9%, 2016-2017 2.7% and 2017-2018 2.5%.
  2. The annual salary shall be paid for the days of duty listed above, less contributions required by law to be paid to the Public School Employees' Retirement System, less other proper deductions.
  3. All salaries of professional employees are subject to the provisions of Sections 1121, 1144 and 1147 of the School Code.
  4. To qualify for Master's +12, Master's +21, Master's +30 and Doctorate payments under the salary schedule, credits must be earned after the date of receipt of the Master's or Master's Equivalent Degree. Credits earned in the field of certification or general field of education, or as approved by the superintendent, will be accepted.
  5. Employees who have, as of the last day of the 1990-1991 contract year, earned credits sufficient to be awarded a Master's or Master's Equivalent Degree shall remain eligible for lateral movement on the salary schedule for payment under the column appropriate to the number of credits earned. This eligibility shall remain in effect during the employee's tenure with the District.  
  
Beginning with the first day of the 1991-92 contract year, to become eligible for lateral movement on the salary schedule for payments under the Master's +21, Master's +30 and Doctorate columns, employees shall have completed a Master's Degree at an accredited institution. Master's Equivalent Degree shall qualify the employee for payment only under the Master's and Master's +12 columns of the salary schedule.

6. It is understood as a result of compacting the steps of the salary schedule that the number of years of credited service with the District shall no longer necessarily coincide with the step number of the salary schedule. Therefore, a new employee to the District given credit for any credit for prior public school experience shall not be placed on a step/column of the salary schedule higher than that held by the majority of employees in the District with the same years of credited public school experience and educational preparation, unless specifically waived in writing by the Association.
7. Salary step placement for new employees returning from unpaid leaves shall be consistent with past practice.
8. For purposes of applying past practice, it is agreed that employees returning from unpaid leaves will be treated as if they had actually moved to the step on the salary schedule prior to commencing a full or partial year of unpaid absence.
9. In the case of a new employee hired after the first teacher day of the school year, his/her movement on the salary schedule for the subsequent year of employment shall also be consistent with the application of past practice of step and half-step salary schedule placement.
10. Any employee absent on an approved unpaid leave of absence shall, however, be treated upon return as described elsewhere in Appendix "A".
11. Except as is provided elsewhere in Appendix "A" for new employees or employees returning from unpaid leaves of absence, new employees to the District, once placed on the salary schedule, shall be advanced one (1) full step on the salary schedule for each year of service like all other members of the bargaining unit.

**NORTHERN CAMBRIA SCHOOL DISTRICT**  
**Step Placement Chart\***

2014-15	2015-16	2016-17	2017-18
			1
		1	2
	1	2	3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
11	12	13	14
12	13	14	15
13	14	15	15
14	15	15	15
15	15	15	15
28+	28+	28+	28+

If an employee is hired after the date of the ratification of this contract, they would locate the step in the appropriate year column upon which they enter employment. They would then read across to the column to the right to determine their progress and salary step in each succeeding year.

Steps 28+ is a longevity step. Employees will move to Step 28+ the first day of the school year following the school year in which they complete their 27<sup>th</sup> year of credited service.

**NORTHERN CAMBRIA SCHOOL DISTRICT**  
**2014-2015 Salary Schedules**

<b>STEP</b>	<b>BS</b>	<b>M/Meq</b>	<b>M/Meq + 12</b>	<b>M+21</b>	<b>M+30</b>	<b>DOCT.</b>
<b>1</b>	Open*	Open*	Open*	Open*	Open*	Open*
<b>2</b>	Open	Open	Open	Open	Open	Open
<b>3</b>	\$44,085	\$46,947	\$47,611	\$48,894	\$49,889	\$50,599
<b>4</b>	\$46,686	\$48,147	\$48,831	\$50,114	\$51,109	\$51,819
<b>5</b>	\$47,836	\$49,347	\$50,051	\$51,334	\$52,329	\$53,039
<b>6</b>	\$48,986	\$50,547	\$51,271	\$52,554	\$53,549	\$54,259
<b>7</b>	\$50,136	\$51,747	\$52,491	\$53,774	\$54,769	\$55,479
<b>8</b>	\$51,286	\$52,947	\$53,711	\$54,994	\$55,989	\$56,699
<b>9</b>	\$52,436	\$54,147	\$54,931	\$56,214	\$57,209	\$57,919
<b>10</b>	\$53,586	\$55,347	\$56,151	\$57,434	\$58,429	\$59,139
<b>11</b>	\$54,736	\$56,547	\$57,371	\$58,654	\$59,649	\$60,359
<b>12</b>	\$55,886	\$57,747	\$58,591	\$59,874	\$60,869	\$61,579
<b>13</b>	\$57,036	\$58,947	\$59,811	\$61,094	\$62,089	\$62,799
<b>14</b>	\$58,186	\$60,147	\$61,031	\$62,314	\$63,309	\$64,019
<b>15</b>	\$63,637	\$65,798	\$66,982	\$68,265	\$69,260	\$69,970
<b>28+</b>	\$64,637	\$66,798	\$67,982	\$69,265	\$70,260	\$70,970

\*Open Step with a minimum starting salary of \$27,500

**NORTHERN CAMBRIA SCHOOL DISTRICT**  
**2015-2016 Salary Schedules**

<b>STEP</b>	<b>BS</b>	<b>M/Meq</b>	<b>M/Meq + 12</b>	<b>M+21</b>	<b>M+30</b>	<b>DOCT.</b>
<b>1</b>	Open*	Open*	Open*	Open*	Open*	Open*
<b>2</b>	Open	Open	Open	Open	Open	Open
<b>3</b>	\$44,453	\$47,315	\$47,979	\$49,262	\$50,257	\$50,967
<b>4</b>	\$47,054	\$48,515	\$49,199	\$50,482	\$51,477	\$52,187
<b>5</b>	\$48,204	\$49,715	\$50,419	\$51,702	\$52,697	\$53,407
<b>6</b>	\$49,354	\$50,915	\$51,639	\$52,922	\$53,917	\$54,627
<b>7</b>	\$50,504	\$52,115	\$52,859	\$54,142	\$55,137	\$55,847
<b>8</b>	\$51,654	\$53,315	\$54,079	\$55,362	\$56,357	\$57,067
<b>9</b>	\$52,804	\$54,515	\$55,299	\$56,582	\$57,577	\$58,287
<b>10</b>	\$53,954	\$55,715	\$56,519	\$57,802	\$58,797	\$59,507
<b>11</b>	\$55,104	\$56,915	\$57,739	\$59,022	\$60,017	\$60,727
<b>12</b>	\$56,254	\$58,115	\$58,959	\$60,242	\$61,237	\$61,947
<b>13</b>	\$57,404	\$59,315	\$60,179	\$61,462	\$62,457	\$63,167
<b>14</b>	\$58,554	\$60,515	\$61,399	\$62,682	\$63,677	\$64,387
<b>15</b>	\$64,005	\$66,166	\$67,350	\$68,633	\$69,628	\$70,338
<b>28+</b>	\$65,005	\$67,166	\$68,350	\$69,633	\$70,628	\$71,338

\*Open Step with a minimum starting salary of \$27,500

**NORTHERN CAMBRIA SCHOOL DISTRICT**  
**2016-2017 Salary Schedules**

<b>STEP</b>	<b>BS</b>	<b>M/Meq</b>	<b>M/Meq + 12</b>	<b>M+21</b>	<b>M+30</b>	<b>DOCT.</b>
<b>1</b>	Open*	Open*	Open*	Open*	Open*	Open*
<b>2</b>	Open	Open	Open	Open	Open	Open
<b>3</b>	\$45,466	\$48,328	\$48,992	\$50,275	\$51,270	\$51,980
<b>4</b>	\$48,067	\$49,528	\$50,212	\$51,495	\$52,490	\$53,200
<b>5</b>	\$49,217	\$50,728	\$51,432	\$52,715	\$53,710	\$54,420
<b>6</b>	\$50,367	\$51,928	\$52,652	\$53,935	\$54,930	\$55,640
<b>7</b>	\$51,517	\$53,128	\$53,872	\$55,155	\$56,150	\$56,860
<b>8</b>	\$52,667	\$54,328	\$55,092	\$56,375	\$57,370	\$58,080
<b>9</b>	\$53,817	\$55,528	\$56,312	\$57,595	\$58,590	\$59,300
<b>10</b>	\$54,967	\$56,728	\$57,532	\$58,815	\$59,810	\$60,520
<b>11</b>	\$56,117	\$57,928	\$58,752	\$60,035	\$61,030	\$61,740
<b>12</b>	\$57,267	\$59,128	\$59,972	\$61,255	\$62,250	\$62,960
<b>13</b>	\$58,417	\$60,328	\$61,192	\$62,475	\$63,470	\$64,180
<b>14</b>	\$59,567	\$61,528	\$62,412	\$63,695	\$64,690	\$65,400
<b>15</b>	\$65,018	\$67,179	\$68,363	\$69,646	\$70,641	\$71,351
<b>28+</b>	\$66,018	\$68,179	\$69,363	\$70,646	\$71,641	\$72,351

\*Open Step with a minimum starting salary of \$27,500

**NORTHERN CAMBRIA SCHOOL DISTRICT**  
**2017-2018 Salary Schedules**

<b>STEP</b>	<b>BS</b>	<b>M/Meq</b>	<b>M/Meq + 12</b>	<b>M+21</b>	<b>M+30</b>	<b>DOCT.</b>
<b>1</b>	Open*	Open*	Open*	Open*	Open*	Open*
<b>2</b>	Open	Open	Open	Open	Open	Open
<b>3</b>	\$46,318	\$49,180	\$49,844	\$51,127	\$52,122	\$52,832
<b>4</b>	\$48,919	\$50,380	\$51,064	\$52,347	\$53,342	\$54,052
<b>5</b>	\$50,069	\$51,580	\$52,284	\$53,567	\$54,562	\$55,272
<b>6</b>	\$51,219	\$52,780	\$53,504	\$54,787	\$55,782	\$56,492
<b>7</b>	\$52,369	\$53,980	\$54,724	\$56,007	\$57,002	\$57,712
<b>8</b>	\$53,519	\$55,180	\$55,944	\$57,227	\$58,222	\$58,932
<b>9</b>	\$54,669	\$56,380	\$57,164	\$58,447	\$59,442	\$60,152
<b>10</b>	\$55,819	\$57,580	\$58,384	\$59,667	\$60,662	\$61,372
<b>11</b>	\$56,969	\$58,780	\$59,604	\$60,887	\$61,882	\$62,592
<b>12</b>	\$58,119	\$59,980	\$60,824	\$62,107	\$63,102	\$63,812
<b>13</b>	\$59,269	\$61,180	\$62,044	\$63,327	\$64,322	\$65,032
<b>14</b>	\$60,419	\$62,380	\$63,264	\$64,547	\$65,542	\$66,252
<b>15</b>	\$65,870	\$68,031	\$69,215	\$70,498	\$71,493	\$72,203
<b>28+</b>	\$66,870	\$69,031	\$70,215	\$71,498	\$72,493	\$73,203

\*Open Step with a minimum starting salary of \$27,500



**APPENDIX 'B'**  
**Fringe Benefits**

**SECTION A MEDICAL INSURANCE**

The school district will pay the premium to provide medical insurance coverage for employees of the bargaining unit according to terms hereby established:

1. To be eligible, an employee must be elected by the Board of School Directors as a professional or temporary professional employee or as a full-time substitute.
  
2. Effective July 1, 2014, all eligible members shall move to one plan (PPO Plan) for all active and retired bargaining unit members. PPO Plan shall be available for all professional employees, temporary professional employees, long term substitutes, and retired bargaining unit members.

Effective July 1, 2014, the plan shall include a twenty-five dollar (\$25) co-pay for physician office visits (general and specialist) and a ten dollar (\$10) co-pay for generic drug prescriptions or a Twenty dollar (\$20) co-pay for brand name prescriptions. The Plan will include a one hundred-fifty dollar (\$150) co-pay for emergency room visits which will be waived if the individual is admitted.

Effective January 1, 2015, the Plan shall have a \$500/\$1000 in-network deductible with a \$1000/\$2000 out-of-network deductible. In all respects, the level of benefits shall be subject to the operating guidelines of the insurance provider.

During the term of the Agreement the District shall pay the full premium of the PPO Plan for active employees. Effective July 1, 2011, all eligible members shall move to one plan (PPO Plan) for all active and retired bargaining unit members. PPO Plan shall be available for all professional employees, temporary professional employees, long term substitutes, and retired bargaining unit members.

3. The school district will pay 100% of the costs for the hospitalization program for each eligible employee as the exigencies of each case may warrant according to these terms
- a. Employee is a full-time employee according to the criterion established in Part 1.
  - b. Employee is eligible for membership in the Master Policy for Cambria County Schools.
  - c. The school district will pay for dependency coverage where the dependents of the employee qualify under the Master Policy for Cambria County schools.
  - d. Only one (1) payment will be made in the case of spouses employed by the school district.
  - e. Payment will be made on behalf of each employee benefiting under this provision as long as the employee is legally on the payroll of the school district.
  - f. Hospitalization coverage will terminate at the end of the month in which the employee resigns or retires.
  - g. Spouses who are employed by the school district shall be entitled to the same benefit level for Blue Shield outpatient medical visits as for the spouse who is the insured employee.
  - h. Spousal coverage – The district will make coverage available to spouses in limited circumstances:
    - A. Spouses who have no other coverage available to them through another employer are eligible as dependents on the district plan.
    - B. Spouses who work for employers other than employers as listed in Paragraph “C” below are eligible as dependents on the district plan.
    - C. Spouses who are eligible to be enrolled in another public school district, IU, state or federal government sponsored plan must enroll in that employer’s plan and are ineligible to be enrolled in the district plan.  
Any employee whose spouse is ineligible to be enrolled in the district plan for the reasons stated above will receive a payment of \$1000 annually.

Additionally, any spouse may opt out of the district plan by providing proof of coverage elsewhere. Any spousal opt-out from coverage provided under the district plan, entitles the employee to an opt-out payment of one thousand dollars (\$1,000) annually

4. The District shall adopt an IRS Section 125 Plan which shall include for members of the bargaining unit a Flexible Spending Account (FSA), which provides reimbursements for medical expenses and dependent care expenses. The medical maximum shall be Three Thousand Dollars (\$3,000.00) annually, and the dependent care maximum shall be the maximum permitted by IRS regulation.
5. First payment under the terms of this Agreement will be made for September 2014 coverage and final payment will be made for August 2017 coverage.
6. Employees retiring from the district before the age of 65 and/or their eligible dependents may remain as a member of the Master Policy for Cambria County Schools as established in Section 2, providing the retiring employee pays his or own hospitalization premium. The district shall make arrangements for the collection of the hospitalization premiums with affected employees.

**SECTION B. LIFE INSURANCE**

The school district shall provide for each professional employee life insurance coverage, including accidental death and dismemberment, in the amounts of \$50,000 through August 24, 2018.

**SECTION C. DENTAL INSURANCE**

1. The district shall continue payment of dental insurance premiums for individual and family dependency coverage. For the family dependency coverage, however, the employee shall pay a \$2.50 payment deducted each month through payroll deduction.
2. Said insurance shall be purchased from the PSEA Health and Welfare Fund in accordance with the specifications in Appendix E of this Agreement.

**SECTION D. VISION INSURANCE**

The Board shall provide, at no cost to the employee, a vision insurance program for the employee and his/her family. Said insurance program shall be provided by the PSEA Health and Welfare Fund.

**SECTION E. MEDICAL BENEFIT OPTION**

The District shall make a payment each contract year to employees who are otherwise covered under a non-district provided group health insurance plan and who elect to opt out of the District's hospitalization plans, Based upon the following schedule and amounts:

2014-2015	\$3500
2015-2016	\$3600
2016-2017	\$3800
2017-2018	\$4000

The District shall make an additional payment of \$200 each contract year to employees who elect to opt out of the District dental and vision plans. Such payment shall require execution of a waiver and release of claims against the District and Association to be signed by the bargaining unit member on the first workday in the fall of each year.

The above payments shall continue to be paid to the employee so long as he/she does not participate in the District's programs. In the event that the employee desires to participate

in the District's programs, he/she shall be able to so upon notification to the District's business office.

The above payments shall be prorated over the portion of the contract year based upon the number of months that the employee did not participate in the District's programs.

#### **SECTION F. MILEAGE**

Professional employees required to use their personal vehicles for Board-approved activities shall be reimbursed at the minimum rate per mile as determined and set by the Internal Revenue Service.

#### **SECTION G. SEVERANCE PAY**

The employer will grant a pay increase stipend of two thousand, five hundred dollars (\$2,500.00) on the first pay period following retirement acceptance to any retiring employee having ten (10) or more years of service in the Northern Cambria School District and committed to receive a minimum retirement amount from the Pennsylvania Public School Employees' Retirement System.

- **Option 1:** The employer will reimburse any eligible retiring professional employee for unused accumulated sick leave days at the rate of one hundred dollars (\$100.00) per day.
- **Option 2:** The employer will provide one (1) year of individual hospitalization coverage for each unit of forty (40) sick leave days relinquished to the school district, for a maximum for four (4) years. Hospitalization coverage shall coincide with the effective date of retirement.

Any/all base amounts earned and accumulated but not paid under Option 2 due to death or any unforeseen circumstance will be paid to the employee's estate.

The one hundred dollar (\$100.00) per day payment for unused sick leave days may be placed directly into a 403(b) Annuity Plan per direction of the employee.

In order to qualify, the employee must submit a written resignation notification via registered letter on or before April 1 of the effective year of retirement. The District may invoice eligible retirees for the amount provided by Act 23 or similar legislation.

Employees who retire under this Agreement agree to pay to the District such amounts as

may be set under Act 23 (its successor or similar legislation) each month toward the group premium rate for medical insurance as defined above.

In the event of the death of the employee, the district will pay his/her estate compensation for unused sick leave days, regardless of the years of service with the district, at the rate of one hundred dollars (\$100.00) per day.

#### **SECTION H. CREDIT REIMBURSEMENT**

The Board shall reimburse an employee for college credits earned at any college or university, subject to the following conditions and procedures:

1. The reimbursement is a one-time only payment and will not become part of the employee's permanent salary.
2. The Board will reimburse an employee who has not received permanent certification for credits taken to obtain certification in another field of education, or for credits earned as a part of a Master's Program.
3. The Board will only reimburse an employee for a maximum of nine (9) credits per school year.
4. All requests for reimbursement must be in writing and accompanied by the bursar's receipt and transcript, and/or grade report from the institution. On receipt of all necessary documents as required above, the Board shall, within thirty (30) days, reimburse the employee.
5. In order to be reimbursed, the credits must be in an employee's field of certification, except that computer and/or computer-related courses shall also be reimbursable. Further, in-service credits shall be eligible for reimbursement subject to the approval of the superintendent. The district will also reimburse the employee the final nine (9) or less credits needed to receive his/her certification in another field of education.
6. The employee must receive a passing grade of "C" or better to be eligible for any reimbursement.
7. Courses must be taken at an institution approved by the American Association of Colleges and Universities except for in-service credits, which are also eligible subject to the approval of the superintendent.
8. After all of the above conditions have been complied with, reimbursement will be

made in each year of the Agreement at the actual cost per credit charged up to a maximum of fifty dollars (\$50.00) per credit. For credits costing fifty dollars (\$50.00) or more, reimbursement will be at the rate of fifty dollars (\$50.00) per credit, or seventy-five (75%) percent of the current IUP graduate credit rate, whichever is greater.

#### **SECTION I. RETIREMENT BENEFITS**

- A. The District will contribute one thousand one hundred dollars (\$1100) for every year of service up to thirty-five years, into an account held by the district to be used by the district for Healthcare upon members' retirement.

Additionally:

2014-2015 – The employee may purchase up to two years of individual Healthcare for forty-five sick days per year, based upon the 2014-2015 premium (\$7,800).

2015-2018 – The employee may purchase up to two years of individual Healthcare for forty-five sick days per year, plus an additional sick day for every \$100 increase in the Healthcare cost to the district above the 2014-2015 individual premium cost (\$7,800).

- B. Retirees shall have the same medical insurance coverage (to include level of benefits) as active employees.

It is understood and agreed the medical expense would be capped at seven and one-half (7.5%) percent and in any year that the increase to the employer exceeds seven and one-half (7.5%) percent of the prior year's rate, any increase over seven and one half (7.5%) percent will be paid by the retiree.

Effective January 1, 2015, the current premiums paid by retirees will be set to zero.

It is understood and agreed that in any fiscal year starting July 1, 2015 if the medical/prescription rates, as recommended by the insurance broker, increase more than 7.5% over the previous year, retirees will pay the amount of premium increase above 7.5%. Said premium increase payment will continue into future years or until renegotiated.

In order to be eligible for this retirement incentive, the employee must meet the following criteria:

- a) Age 55 with at least ten (10) years of service to the Northern Cambria School District or;
- b) Meets the qualifications of a "30 and Out" window made available by the PSERS and has at least ten (10) years of credited service to the Northern Cambria School District.

The qualifying employee shall apply for and remit any premium assistance, offered by the PSERS, to the District.

The District may invoice eligible retirees for the amount provided by Act 23 or similar legislation. Employees who retire under this Agreement agree to pay to the District such amounts as may be set under Act 23 (its successor or similar legislation) each month toward the group premium rate for medical insurance as defined above. The district will cover the remaining monthly cost above and beyond this amount for the retiree from the yearly fund described in Part A above until such time that the member's fund is exhausted or the member reaches Medicare eligibility, whichever comes first.

- B. In addition to A above, the employer will make a payment of Five Thousand Dollars (\$5,000.00) within thirty (30) days following retirement to any individual submitting their notice of intent to retire and retiring by June 30 provided they notify the employer in writing of their intent to permanently retire under the terms of PSERS.

In order to qualify for this payment, the employee must submit a written resignation/notification via registered letter on or before April 1 of the effective year of retirement.

In order to be eligible for this severance payment, the potential retiree would have to meet the same eligibility criteria as in A above.

In addition to the foregoing, the employer will reimburse any eligible retiring professional employee for unused accumulated sick leave days at the rate of One Hundred Dollars (\$100.00) per day. The One Hundred dollars (\$100.00) per day



payment for unused sick leave and personal days shall be paid directly into a 403(b) account. The District shall contribute to a 403(b) tax sheltered account in an amount equal to the value of each eligible employee's unused accumulated sick leave and personal days determined in accordance with the foregoing.

This is an Employer Contribution and no cash option is available. Contributions are limited to Section 415 limits. Excessive contributions will be made to employee account in the next subsequent year up to the 415 limit.

For administrative convenience, the District contributions into 403 (b) accounts under the Agreement shall be deposited into qualified 403 (b) accounts established for each eligible employee with approved vendor, who shall be responsible for administering such programs.

**APPENDIX 'C'**  
**EXTRACURRICULAR**

**MINIMUM SUPPLEMENTAL PAYMENTS OF SALARIES AND WAGES**

The school district is obligated to make payments only if approved personnel are available and activity is properly completed. In the event of circumstances that prevent the full term of the season or event from being fulfilled, payment to the employee shall be prorated based upon the total time required to perform the duties of the position. The school district reserves the right to cancel any activity for good reason.

<b>POSITION</b>	<b>2013 - 2014</b>	<b>2014 - 2015</b>	<b>2015 - 2016</b>	<b>2016 - 2017</b>	<b>2017 - 2018</b>
		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Athletic Director	6,622	7,500	7,650	7,803	7,959
Head Football Coach	4,821	5,500	5,610	5,722	5,837
Assistant Football Coach (6)	2,992	3,052	3,113	3,175	3,239
Head Boys Basketball Coach	4,821	4,917	5,016	5,116	5,218
Assistant Boys Basketball Coach (3)	2,992	3,052	3,113	3,175	3,239
Head Girls Basketball Coach	4,821	4,917	5,016	5,116	5,218
Assistant Girls Basketball Coach (3)	2,992	3,052	3,113	3,175	3,239
Head Wrestling Coach	4,821	4,917	5,016	5,116	5,218
Assistant Wrestling Coach (3)	2,992	3,052	3,113	3,175	3,239
Girls Track Coach	3,318	3,384	3,452	3,521	3,592
Assistant Girls Track Coach (3)	2,427	2,476	2,525	2,576	2,627
Boys Track Coach	3,318	3,384	3,452	3,521	3,592
Assistant Boys Track Coach (3)	2,427	2,476	2,525	2,576	2,627
Softball Coach	3,318	3,384	3,452	3,521	3,592
Assistant Softball Coach	2,427	2,476	2,525	2,576	2,627
Swim Coach	4,821	3,384	3,452	3,521	3,591
Assistant Swim Coach (1)	2,992	2,476	2,526	2,576	2,628
Girls Volleyball Coach	3,318	3,384	3,452	3,521	3,592
Girls Assistant Volleyball Coach (3)	2,427	2,476	2,525	2,576	2,627
Boys Volleyball Coach	3,318	3,384	3,452	3,521	3,592
Boys Assistant Volleyball Coach (1)	2,427	2,476	2,525	2,576	2,627
Baseball Coach	3,318	3,384	3,452	3,521	3,592
Assistant Baseball Coach	2,427	2,476	2,525	2,576	2,627
Golf Coach	2,004	2,044	2,085	2,127	2,169
Cross Country	2,004	2,044	2,085	2,127	2,169
Head Rifle Coach		2,044	2,085	2,127	2,169
Game Manager – JH	36	40	40	40	40
Game Manager – V/JV	42	47	47	47	47
Sr. High Play Director	1,526	1,557	1,588	1,619	1,652
Sr. High Stage Manager	1,054	1,075	1,097	1,119	1,141

Jr. High Play Director	1,526	1,557	1,588	1,619	1,652
Jr. High Stage Manager	1,054	1,075	1,097	1,119	1,141
HS Band Director	4,821	4,917	5,016	5,116	5,218
Middle School Band Director	1,054	1,075	1,097	1,119	1,141
Band Front Advisor	1,839	1,876	1,913	1,952	1,991
Majorette Advisor	1,235	1,260	1,285	1,311	1,337
Competitive Cheer Coach		2,044	2,085	2,127	2,169
Pep Squad Advisor	2,029	2,070	2,111	2,153	2,196
Assistant Cheerleader Sponsor (2)	1,153	1,176	1,200	1,224	1,248
Art Director	1,054	1,075	1,097	1,119	1,141
Senior Class Advisor	1,634	1,667	1,700	1,734	1,769
Junior Class Advisor	1,436	1,465	1,494	1,524	1,554
E-M Student Council	1,054	1,465	1,494	1,524	1,555
HS Student Council	1,054	1,465	1,494	1,524	1,555
Honor Society	1,054	1,075	1,097	1,119	1,141
Envirothon	1,054	1,075	1,097	1,119	1,141
Newspaper Advisor	1,054	1,075	1,097	1,119	1,141
Forensics Advisor (3)	1,054	1,075	1,097	1,119	1,141
Reading Team Coach (5)	1,054	1,075	1,097	1,119	1,141
Scholastic Quiz	1,054	1,075	1,097	1,119	1,141
Monitor/Hr.	30	31	31	31	31
Monitor – V/JV Clock Operator/Hr.	37	38	38	38	38
Department Heads (10)	1,054	1,075	1,097	1,119	1,141
Homebound Rate (This hourly rate shall also apply to summer school, adult education, tutoring, curriculum work and similar positions or activities)	29.86	30	30	30	30
Other Positions (Detention supervisor or similar positions)	29.16	30	30	30	30
Intramural Head Coach/Hour	19	19	19	19	19
Intramural Assistant/Hour	14	14	14	14	14
H.S. Yearbook Advisor	1,880	1,918	1,956	1,995	2,035
E.M. Yearbook Advisor	1,029	1,050	1,071	1,092	1,114

**Lead Teachers:** To be negotiated prior to selection and assignment of any duties.

**Volunteers:** The Board encourages active public involvement and participation in any/all school district athletics/activities programs; therefore, volunteers may be utilized to augment any position categorically listed.

**NORTHERN CAMBRIA SCHOOL DISTRICT APPENDIX "D"  
GRIEVANCE REPORT FORM**

Name of Grievant \_\_\_\_\_

1. Date grievance occurred: \_\_\_\_\_

2. a. Contract provisions(s) violated: \_\_\_\_\_

\_\_\_\_\_

b. Statement of grievance: \_\_\_\_\_

\_\_\_\_\_

c. Relief sought: \_\_\_\_\_

\_\_\_\_\_

3. Step I (Referred to Building Principal or Business Manager): \_\_\_\_\_  
(Date)

Request for Step 1 Conference: \_\_\_\_\_ Yes \_\_\_\_\_ No

4. Disposition of Building Principal or Business Manager: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

5. Position of Grievant or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

6. Step II (Referred to Superintendent): \_\_\_\_\_  
(Date)

Request for Step II Conference: \_\_\_\_\_ Yes \_\_\_\_\_ No

7. Disposition of Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

8. Position of Grievant or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

9. Step III (Referred to Board of Education): \_\_\_\_\_  
(Date)

Request for Step III Conference: \_\_\_\_\_ Yes \_\_\_\_\_ No

10. Disposition of Board of Education: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

11. Position of Grievant or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

**APPENDIX 'E'**  
**DENTAL COVERAGE**  
**SPECIFICATIONS**

**1. ELIGIBLE MEMBERS**

- Employee/subscriber (full-time only)
- Employee's spouse
  - Dependent children to age 19 (to age 25 if unmarried, full-time student)
  - Dependent children physically or mentally unable to be self-supporting, regardless of age.

**2. COVERED BENEFITS**

- **Diagnostic** – Procedures to assist dentist to evaluate existing conditions and dental care required; to include visits, exam, diagnosis, x-rays.
- **Preventive** -Prophylaxis (cleaning) fluoride treatments, space maintainers.
- **Basic Restorative** -Amalgam, synthetic porcelain, and plastic fillings.
- **Major Restorative** – Inlays, onlays, crowns are benefited where above materials are not adequate.
- **Oral Surgery** – Extraction and oral surgery procedures, including pre- and post-operative care.
- **Endodontic** -procedures for pulpal therapy and root canal filling.
- **Periodontal** – Surgical and non-surgical procedures for treatment of gums and supporting structures of the teeth.
- **Denture Repair** -Report of existing dentures.

Note: Orthodontic (straightening of teeth) and Prosthodontic (replacement of missing teeth) services are not included above and are not covered under this contract. Maximum benefit \$1,500 per person based on a calendar year.

**PAYMENT SCHEDULE**

<b><i>Benefit</i></b>	<b><i>Paid by DDP</i></b>	<b><i>Paid by Subscriber</i></b>
Diagnostic	100%	0%
Preventive	100%	0%
Basic Restorative	100%	0%
Oral Surgery	85%	15%
Endodontic	85%	15%
Periodontal & Non-Surgical Periodontal	85%	15%
Denture Repair	85%	15%
Major Restorative	85%	15%

**APPENDIX "F"**  
**SUBSTITUTE EMPLOYEE**

1. A person serving as substitute for a member of the bargaining unit shall be compensated at the Board approved rate for each of the first forty-five (45) consecutive days of serving the District as a long-term substitute for the same professional employee. The long-term substitute employee during this period shall receive neither fringe benefits nor any other contractual benefit. The long-term substitute employee in this classification shall have access to the grievance procedure and all other protections afforded any employee under the collective bargaining agreement.
2. A person long-term substituting for a member of the bargaining unit shall be compensated at the current step 1 salary schedule rate for each day of service starting with the forty-sixth (46) consecutive day in that school year as a long term substitute for the same teacher. Said long-term substitute employee shall be treated as an employee under the Agreement, granted all benefits, or compensation for said benefits contained in the collective bargaining agreement.
3. A long-term substitute for a member of the bargaining unit whose absence is expected to be a minimum of ninety (90) days, or extends to a minimum of ninety (90) days, shall be compensated, commencing with the first day of employment, at the current step 1 salary schedule rate. Said long-term substitute employee shall be entitled to all contractual and legal rights and benefits from the initial day of employment.
4. A person serving as a substitute employee of the District shall not accrue bargaining unit seniority.
5. A person serving as a long-term substitute employee of the District shall accrue the right to advanced salary schedule placement upon being hired as a Temporary Professional or Professional Employee under contract. In instances where the long-term substitute has provided service prior to action by the Board to place that



person under contract, all salary and benefits of the collective bargaining agreement shall be retroactive to the first day of service in the school year in which the employment takes place. Placement on the salary schedule at the time of being placed under contract shall be determined as follows:

- a. One-half (Y2) step credit on the salary schedule shall be credited for each forty-five (45) or more consecutive days, but less than one hundred thirty-five (135) consecutive days of work as a long-term substitute in the District in any one (1) school year.
  - b. A full step credit on the salary schedule shall be credited for one hundred thirty-five or more consecutive days of work as a long-term substitute in the District in any one (1) school year.
6. Substitutes with a reasonable expectation of a minimum of twenty (20) days employment shall not be terminated and replaced by another substitute, except for reasons outlined in Section 1122 of the Pennsylvania School Code. Substitutes in this classification shall have access to the grievance procedure and all other protections afforded by the collective bargaining agreement, and any other applicable laws, rules and/or regulations.

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