

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN THE
MAHANoy AREA SCHOOL DISTRICT
AND THE
MAHANoy AREA EDUCATION ASSOCIATION

SCHOOL YEARS

2016-2017

2017-2018

2018-2019

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ARTICLE I

RECOGNITION

The Mahanoy Area Education Association, hereinafter called the bargaining agent, is hereby recognized by the Board of Education of the School District of Mahanoy Area, hereinafter called the employer, as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board under the condition 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.

Any use hereinafter of the terms “Teacher or Professional Employee” in this contract shall include all members of the bargaining unit.

ARTICLE II

RIGHTS OF PROFESSIONAL EMPLOYEES

SECTION 2.01 CRITERIA

The Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the law of the Commonwealth of Pennsylvania, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by the Agreement or the laws of the Constitutions of the Commonwealth of Pennsylvania and the United States, that it shall not discriminate against any teacher with respect to any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment of professional practice.

SECTION 2.02 JUST CAUSE PROVISION

No teacher shall be disciplined, reprimanded, reduced in rank, or compensation without just cause. Any such action asserted shall be in accordance with the School Code.

SECTION 2.03 SEPARABILITY

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

SECTION 2.04 STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any professional employees such rights as he may have under the Public School Code of 1949, as amended, or the Public Employees Relations Act, Act 195, or other applicable state laws and regulations. The rights granted to professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

SECTION 2.05 PRINTING AGREEMENT

Each employee may print (1) one (two-sided) copy of this agreement if they so desire at no cost to the employee.

SECTION 2.06 RESIDENCY

Place of residency shall not be a condition of employment or advancement in the District for the duration of this contract.

SECTION 2.07 STAFF REDUCTION

A. Employees Working during the 1992-93 School Year

The Board anticipates no reduction of staff during this contract, unless specified elsewhere. If there is a need to reduce staff during the term of this contract, it will be affected by means of attrition, provided that this clause shall apply to those members of the staff who were members of the staff during the 1992-1993 school year.

B. Employees Hired after the 1992-1993 School Year

All other employees will be covered by the Staff Reduction Clause after the completion of five (5) years of teaching at Mahanoy Area, unless specified elsewhere.

SECTION 2.08 FAIR SHARE EMPLOYMENT CLAUSE

It shall be a condition of employment that those employees in the bargaining unit who are not members of the Association on the effective date of this Agreement shall, on the twentieth (20th) working day following its effective date, pay to the Association a “Fair Share Fee” each year of the Agreement in exchange for services rendered as exclusive bargaining agent. For purposes of this section, “Fair Share Fee” means the regular membership dues required of the exclusive representative less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the employee organization as exclusive representatives.

Employees in the bargaining unit hired on or after the effective date of the Agreement shall, within twenty (20) days after beginning employment, either join the exclusive bargaining agent organization or pay the “Fair Share Fee”. Upon written notice from the Association advising the employer of the failure of such employee to join, the employers shall forthwith commence deduction of this fee from the employee’s wages.

The Mahanoy Area Education Association shall bear full legal responsibility in any case of legal proceedings relative to the above paragraphs relating to agency shop. The Mahanoy Area School Board shall be held harmless.

ARTICLE III

TEACHING CONDITIONS

SECTION 3.01 SAFE WORKING CONDITIONS

It is not the Board’s intent to require employees to work under unsafe or hazardous conditions and will endeavor to correct them.

SECTION 3.02 TEACHING MATERIALS AND EQUIPMENT

The Board recognized that appropriate texts, library references, facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Whenever practical and within reason, the parties will confer for the purpose of improving the selection and use of such educational tools, and the Board will endeavor to comply with these needs.

SECTION 3.03 REQUIRED MEETINGS AND HEARINGS

Whenever any professional employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning the termination of employee in his office, position, or employment or the salary of any increments thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him and represent him during such meeting or interview.

SECTION 3.04 ASSOCIATION IDENTIFICATION

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

SECTION 3.05 NOTIFICATION OF TEACHING SCHEDULE

Every effort shall be made to provide written notice to teachers (either by mail or email) of their teaching schedule for the forthcoming year no later than the first day of August. Teachers whose schedules may require a change after the August first deadline shall be notified as promptly as possible via mail or email.

SECTION 3.06 REQUEST FOR TRANSFERS AND ASSIGNMENTS

The Board recognizes that it is desirable in making assignments to consider the interests and aspiration of its professional employees. Requests made by a professional employee for transfer to different class, building, or position shall be made in writing, one copy of which will be filed with the Superintendent and one copy of which will be filed with the Association. The applicant shall set forth the reasons for transfer, the building, grade or position sought, and the applicant's academic qualifications.

SECTION 3.07 NOTIFICATION OF VACANCIES

Whenever a vacancy arises or becomes known, with the exception of emergency situations, the Superintendent shall post notice of same for no less than three (3) school days before the position is filled and notify the Association. Any new positions shall be posted with accompanying job description and qualification.

SECTION 3.08 EMPLOYEE EVALUATION GENERAL CRITERIA

A. Open Evaluation

The performance of each employee in the bargaining unit shall be in conformance with the letter and spirit of the evaluation system approved by the PDE.

- B. Observations of employees shall not be performed from a remote location or via electronic means.

C. Copies of Evaluation

An employee shall be given a copy of any classroom observation report prepared by his evaluators following a post-observation conference. No such observation report shall be submitted to the central office or placed in the employee's file without the employee having the opportunity to discuss it within a reasonable period of time

SECTION 3.09 PERSONNEL FILE

A. Contents Available

An employee shall have the right, upon request, to review the contents of his personnel file. Such request shall be made to the Superintendent in writing, who shall schedule a review of the file with the employee within a reasonable period of time. All reasonable requests for copies of information from the personnel file shall be supplied to the employee at the Board's expense.

B. Derogatory Material

If, in the opinion of the Administration, materials are deemed to be derogatory to an employee's conduct, service, character, or personality, they shall not be placed in his personnel file unless the employee has had an opportunity to review such material by affixing his signature to the copy to be filed. It is understood that such signature in no way indicates agreement with the contents hereof. The employee shall also have the right to submit a written answer to such material, and his answer shall be attached to the file copy. If the employee refuses to sign such material, it will still be placed in his/her file but noted as "Refused to Sign".

ARTICLE IV

TEACHER-ADMINISTRATION LIAISON COMMITTEE (TALC)

The Association representative shall meet with the Superintendent and/or such Administrators/Supervisors as he/she selects normally once a month to review and discuss current school problems and practices that have an impact on teacher working conditions. This committee shall be comprised of no more than three (3) Association members appointed by the Association and no more than three (3) Administrators selected by the Superintendent. This committee shall be advisory to the Superintendent.

After a TALC meeting is held with the Superintendent and his/her committee and the current school problem, practice or working condition is not resolved, if a request is made by the Association to meet with a committee of the school board and the Superintendent determines such a meeting would be productive, the Superintendent will arrange such a meeting with the proper school board committee.

ARTICLE V

TEACHER WORK YEAR

SECTION 5.01 TEACHER YEAR

The school calendar to be adopted by the Board will provide for 186 teacher work days, including 180 student days. The Administration will strive to schedule programs for in-service days that meet Act 48 PDE, approved professional development, and consistent with the District's Strategic Plan and Staff Surveys.

SECTION 5.02 TEACHER DAY

A. Length

A. The work day for all teachers will be seven (7) hours and thirty (30) minutes. Elementary teachers will have no student contact for the first thirty (30) minutes with the exception of equitably assigned duties by their supervisor on a rotating basis. Effective for the 2018-2019 school year, the second sentence in the previous paragraph will be eliminated. However, effective in 2018-2019, if any of the functions that had been traditionally held during the first thirty (30) minutes are scheduled during the rest of the day (including but not limited to IEP meetings, building or grade level meetings and the like), administration will assign coverage.

Elementary teachers will still be entitled to their prep periods as previously agreed and elementary teachers may utilize comp time at any time during the day coordinated through administration as previously coordinated.

B. Early Student Dismissal/Emergency Dismissal

The employee's work day on days preceding a holiday, vacation or emergency situation shall end once their building is clear of dismissed students.

C. Lunch Periods

All employees will have a daily duty-free, one-half (1/2) hour lunch period, during which time they may leave the building, provided they notify their appropriate Office when leaving.

D. Preparation Periods

Each teacher will be provided with one (1) full class period at least thirty (30) minutes of preparation/meeting participation time during the student's school day. This time will be used for lesson plan development, classroom preparation, participation in educational meetings for students, and parent/teacher conferences. The Administration will make a reasonable effort to avoid scheduling meetings on a regular daily basis upon balancing the needs of the student with the need for teacher preparation. In the event it is necessary to assign a teacher during this preparation period, he/she will be granted compensatory time scheduled as mutually agreed between the supervisor and employee. Professional employees must use compensatory time within a month of accruing it. It cannot be cumulative.

SECTION 5.03 USE OF REGULAR TEACHER AS SUBSTITUTES

Whenever possible, certified substitute teachers shall be used. Whenever Administration assigns regular classroom teachers to substitute, it will be done on a rotating and equitable basis. A daily log of substitutes and time called shall be kept.

SECTION 5.04 EXTRA SERVICES

A. Definition

The Association agrees to participate in the following activities without compensation:

1. Open House - one (1) per year, not to exceed three (3) hours in duration
2. Parent's Night, whenever scheduled
3. Commencement Exercises
4. One faculty meeting per month. Teachers must be provided with a forty-eight (48) hour notice if the meeting is to extend beyond the seven (7) hour and thirty (30) minute work day. The meeting will begin at the end of the student day and

may not exceed one (1) hour in duration. The time frame mentioned above may be waived in the case of an emergency.

All extra duties other than the aforementioned would require a mutual agreement by the Administration and the Association.

B. Extra Services Dismissal Agreement

On Open House and Commencement Nights, those teachers involved will be dismissed once the buildings are clear of dismissed students.

ARTICLE VI

EMPLOYEE BENEFITS

SECTION 6.01 TEMPORARY LEAVES OR ABSENCES

A. Illness or Disability

1. On the first day of each school year, each teacher shall be credited with ten (10) days' sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowances shall accumulate from year to year.
2. Teachers will be given a written account of accumulated sick leave days no later than October 1 of each year.
3. Upon retirement, teachers shall be paid fifty dollars (\$50) for every day of unused sick leave. The said amount shall be paid to the employee's 403(b) retirement account. In the event of death, said amount will be paid to their heirs.
4. Sick days may be used for employee's doctor's appointments.
5. Three sick days per year may be used for illness of a member of the employee's immediate family.

B. Conferences of Association Officers, Committee Chairpersons

Attendance of teachers, officers, or committee chairmen at local, state, or national educational organizations at conventions or committee meetings of these organizations shall be allowed without loss of salary. The number of officers or committee chairmen so permitted is not to exceed two (2) from any one organization. The number of days allowed per person per year is not to exceed (5) days. A maximum of two employees per building or no more than six (6) employees per district are permitted to utilize these days at one time. Special circumstances will be discussed between the Superintendent and Association president.

C. Educational Workshops, Seminars, Conferences

Compensation shall be granted to appointed teachers, in addition to their regular salary, for attendance at education workshops, seminars, conferences, and/or field trips at the approved IRS rate for use of private vehicles or the actual cost of public transportation plus conference and/or registration fees, lodging, and meals. Approval of respective principal or supervisor, the Superintendent of schools, and the School Board must be obtained prior to attendance at the aforementioned function.

D. Family Medical Leave Act (FMLA)

1. All leaves of absence of professional employees due to pregnancy will be guided by the Family and Medical Leave Act (FMLA), as well as the School Code of Pennsylvania. All leaves will be in accordance with School Board Policy.
2. An employee on maternity leave shall receive a salary adjustment upon her return as follows:
 - (a) A one half (1/2) salary step adjustment will be made for less than 135 days completed within a school year, which is equal to 1 ½ semesters.
 - (b) A full one (1) salary step adjustment will be made for 135 days or more completed within a school year.
 - (c) Adjustments to salary shall be made at the start of each school year and again at mid-year.
 - (d) The employee on FMLA leave shall continue to have his/her health care benefits paid by the District up to the limits contained in FMLA and board policy.
3. The spouse or partner of a newborn child shall be granted one (1) day of leave of absence for personal responsibilities at the time of the birth of a son or daughter.

E. Bereavement

1. In the event of death of a member of the immediate family, all permanently assigned teachers shall be allowed four (4) working days' absence, without loss of pay, beginning with the day following such death. The term "immediate family" shall be understood to include the following: mother, father, legal guardian, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, parent-in-law, near relative who resides in same household, or any person with whom the employee makes his home.
2. In the event of death of a "near relative", all permanently assigned teachers will be paid for the absence on the full day necessary to attend the funeral. The term "near relative" shall include a first cousin, aunt, uncle, nephew, niece, brother-in-law, sister-in-law, cousin-in-law, aunt-in-law, uncle-in-law, niece-in-law, nephew-in-law, or grandparent-in-law.

F. Military Leave

Professional employees being inducted into the Armed Forces of the United States or serving temporary duty with any unit of the United States Military Reserves or the State National Guard shall be paid for the above services in accordance with the School Code of Pennsylvania.

G. Professional Study

A leave of absence of up to one (1) year shall be granted to any permanently assigned teacher upon application, for the purpose of engaging in studies reasonably related to his professional responsibilities, at an accredited college or university. Upon return from such leave, the teacher shall be subject to assignment by the Administration and shall be placed on the proper step of the Salary Schedule as he would have been on had he taught in the District during such period.

H. Sabbatical Leave

1. All sabbatical leaves will be granted according to the provisions of the Pennsylvania School Code of 1949, as amended.
2. Commitment of Employee:

A sabbatical leave may be taken for the period approved. Compensable full-time employment may not be engaged in while the employee is on sabbatical leave. Acceptance of sabbatical leave incurs a commitment by the employee to return to active duty in this District immediately following said leave of absence for one (1) full year, unless physically or mentally unable to do so.

Within thirty (30) days of the employee's return to active duty, she/he shall file a written report of the sabbatical leave with the Superintendent. This report shall provide evidence that the intent of the sabbatical leave plan was fulfilled.

Employees who are granted sabbatical leave for the purpose of study shall complete a program of at least nine (9) credit hours of study per semester or eighteen (18) credit hours of study per year, or their equivalent, as certified by the accredited institution attended. The employee shall be required to show proof of enrollment during each semester. The proposed study program shall be approved by the Superintendent before the leave begins. A transcript is required at the completion of each semester's work.

Employees who request sabbatical leave for restoration of health must submit an application on the District form accompanied by a medical statement giving the nature of the illness or disability and attesting to the need for the leave.

The employee on sabbatical leave is expected to devote his/her primary effort to accomplish the purpose for which the leave was granted.

Should it be determined by the Board that the intent of the sabbatical leave plan was not fulfilled or was only partially fulfilled appropriate financial penalties may be imposed.

I. Personal Leave Days

All permanently assigned teachers will be entitled to two (2) personal days per year without loss of pay or deduction for sick leave with the following provisions:

1. Forty-eight (48) hour advance notice is given to the building administrator.
2. No more than 5% (fractions will be rounded off to the next highest number) of the number of teachers assigned to each teaching unit (High School and Elementary School) may use their personal leave on the same day. Each unit will be permitted a minimum of three (3) such absences on any given day. Additional consideration will be given to employees whose absence does not require a substitute.
3. Personal leave days may be cumulative to eight (8) days.
4. Personal leave days above those accumulated will be added to sick day entitlement.
5. A bonus of two (2) personal leave days will be granted to those individuals without any sick day absences in a given year.
6. Personal leave days may be used in any sequence up to five (5) consecutive days.

J. Emergency Leave Day

All permanently assigned teachers will be entitled to one (1) emergency leave day per year without loss of pay or deduction from sick leave with the following provisions:

1. Each request shall be considered and approved at the discretion of the unit principal.
2. A letter giving pertinent facts must be submitted to the principal or immediate supervisor.
3. A copy of said letter must be filed in the Office of the Superintendent.
4. Emergency Leave Days not used in the current school year will be added to sick day entitlement.

K. Legal Leave

An employee shall have the right to apply for a paid leave of absence where the employee is a party to a legal proceeding with regard to litigation arising from an instance, such as assault and battery, which took place on the school property during school activities. The School Board, in its discretion, may approve the leave. The School Board's decision is strictly a matter of discretion and cannot be grieved or arbitrated.

L. Association Official Leave

Upon application, an unpaid leave of absence shall be granted to any employee in the bargaining unit for the purpose of serving in an Association elective office at the state or national level. Such leave shall be for a period of time not exceeding two (2) years. Said leave of absence may be terminated at any time by the employee upon written notice to the employer.

Upon expiration or termination of leave, the employee shall be returned to the same position in the same building as that held previously. The employee shall be placed on the Salary Schedule at the step which would have been appropriate had such leave never been taken. All other rights and benefits shall be restored to the employee as fully as if such leave had never been taken.

Seniority shall accrue during the period of leave.

M. Seniority Credit - Paid/Unpaid Leaves

While on unpaid leave, employees shall not lose but shall not accrue service credit for seniority. While on paid leave, employees shall not lose service credit for seniority. Seniority begins on the first day of employment in the bargaining unit or full-time bargaining position(s) for a full school year (i.e. Permanent substitute covering (2) two 90-day positions in the same school year). Day-to-Day substituting will not accrue seniority. For seniority purposes, years of service is defined as the amount of time an employee has worked for the Mahanoy Area School District. Seniority will be determined by hire date in order of board motion as reflected in school board minutes.

SECTION 6.02 INSURANCE PROTECTION

A. Medical Plan

The Board agrees to continue to provide the health insurance/medical plan that existed under the predecessor agreement through July 1, 2015. Commencing July 1, 2015, the Board agrees to provide Blue Shield PPO Blue Qualified High Deductible Health Plan, the specifics of which are outlined and attached in Exhibit B, for all members, including their spouses and dependent children. In the event any of the aforementioned is discontinued by the insuring company, the Board will provide similar or revised coverage equivalent to the above.

B. HSA

As agreed to between the parties, the district will effect a PPO Qualified High Deductible Health plan as the healthcare coverage for all eligible member as set forth in Exhibit B. To ensure compliance under the applicable IRS regulations the deductible may change under the qualified high deductible plan to meet increases in the minimum deductibles.

Upon implementation, the PPO Qualified High Deductible Health Care Plan, the District will establish an appropriate Health Savings Account Plan ("HSA") consistent with applicable laws, rules and regulations. The District may modify such HSA from time to time as required to meet the then applicable regulations. The District will deposit into the HSA account of each employee, depending upon whether there is one person (single) or more than one person (multiple) covered under the PPO Qualified High Deductible Health Care Plan, the following amount at the beginning of each plan year:

Single Annual Contribution:	\$900
Family Annual Contribution:	\$1,800

An employee can contribute to his or her own HSA account to the extent and in the manner permitted by the HSA plan and applicable laws and regulations as from time to time provided. Neither the District nor the employee shall contribute more to an HSA account than allowed under applicable laws and regulations as from time to time provided. An employee may change the amount being contributed up to three times per year or after a life event.

For a new employee that is hired at a time other than the beginning of the Benefit Plan Year, the district contribution to the eligible employee's Health Savings Account shall not be prorated but will be the full amount as if the employee had been hired on the first day of the Benefit Year.

C. Cadillac Language

In the event the Affordable Care Act or other state or federal legislation would imminently result in a tax upon the health insurance plan provided to the Association Members, the District and the Association agree to immediately declare the Insurance provision of this Agreement open for negotiation. In the event the District and the Association cannot reach an agreement within ninety (90) days that would result in a health care plan that has no tax implications, the District and the Association agree to submit to arbitration as permitted by the terms and conditions of this agreement so as to ensure that the health care plan has no tax implications.

D. Cost of Premium

The employee will not contribute anything toward the cost of premium for 2015-2016. Thereafter, should there be an increase of health insurance costs in any year from the year immediately preceding, the parties will share in the annual increase in health insurance costs through premium co-share as follows: the District paying the first 8% of cost increase, employee covers the next 7%, and District covers the amount over 15%.

E. IRS Section 125

The District shall provide an IRS Section 125 Program in accordance with relevant law.

F. Dental Care Plan

The Board agrees to provide for the duration of the contract, at no cost to the employee, the United Concordia Flex Dental Care Protection Program, providing for services covered under the "Basic Program" and including services covered under the "Supplemental Basic Rider", and three (3) additional riders are provided: Rider 2 Prosthetics; Rider 3 Periodontics; Rider 4 - Orthodontics. Such coverage will include the employee, their spouse, and dependent children. In the event that there are two professional employees married and working in the District, the District shall double the coverages on Rider 3 and Rider 4 to the limits of the Agreement.

In the event the Basic Program and/or Supplemental Basic Rider and additional riders are discontinued by the insurer, the District will provide for similar or revised coverage equal to the coverage provided in these plans.

G. Vision Plan

The District will provide Highmark Branded Fashion Advantage Gold Vision Plan-Option 1 for the employee, employee's spouse and dependents. In the event the Highmark Branded Fashion Advantage Gold Vision Plan – Option 1 is discontinued by the insurer, the District will provide for similar or revised coverage equal to the coverage provided in this plan.

H. Prescription Drug Program

The District will provide the Blue Shield Prescription Drug Program, or a comparable plan, to employees, employee's spouse, and dependent children. An identification card for use at pharmacies will be supplied for each employee.

I. Employee Retirement Plan

The employer shall provide a plan for all retired employees who have been employees as of September 1, 1981, to participate in insurance programs named in this Agreement at their own expense until the age of 65.

Employees entitled to Article VII-, Section -7.03, Early Retirement Insurance Incentive, will be exempt from payment.

J. Term Insurance

The Board agrees to provide, at no cost to the employee, Term Life Coverage in the amount of \$50,000.

K. Spousal Opt Out Provision

If a spouse of an employee is eligible for healthcare under another employer's healthcare plan and if such spouse chooses to take that other employer's healthcare plan, the District will reimburse the employee of such spouse \$1,000.00 per year for such spouse remaining off the District's healthcare plan.

Once an employee's spouse utilizes this provision, the spouse may not return to the District's healthcare plan unless there is a life changing experience such as a spouse loss of job, death, or other similar event resulting in loss of insurance. The spouse has thirty (30) days from the loss of eligibility to enroll in the District health plan.

This provision does not apply to employees or their spouses who otherwise opt out of the District's healthcare plan and receive payment for same.

SECTION 6.03 HEALTH INSURANCE WAIVER

A. Definition

The Mahanoy Area School District offers benefit-eligible district employees the opportunity to waive health insurance and receive an annual sum of \$3,600.00 payable on a bi-weekly basis.

B. Conditions

1. Benefit eligible employees must demonstrate proof of insurance elsewhere.
2. In situations where both spouses are employed by the district, neither will be eligible for the insurance bonus.
3. Employees must make the decision to waive health insurance during the open enrollment period of each year unless a life event occurs.
4. A life event occurs if the spouse of an employee who waived their health coverage would lose coverage elsewhere, (i.e. divorce, or death).
5. If a life event occurs, the district employee could change the waiver decision effective the first day of the next month. For example, if an employee's spouse loses his/her job, the district employee could return to the district plan with no restrictions or pre-existing conditions. If a district employee gets married, he/she could decide to opt out of health coverage during the calendar year. District employees have thirty (30) days after a life event to change their waiver decision. If the time line is not met, he/she will have to wait until the open enrollment period in order to make the change.
6. Employees who select the waiver bonus will receive \$138.46 every two (2) weeks added to their paycheck. This money is taxable income unless placed in a Tax-Sheltered Annuity. The maximum amount of employees that will be able to use the waiver option will be set at twenty-four (24%) percent of the total bargaining unit.
7. The waiver bonus will not affect the taxability of any other employee benefits.
8. These monies received cannot be included in the employee's retirement contributions.

SECTION 6.04 COMPENSATION FOR PROFESSIONAL GROWTH

A. Number of Credits

The Board will reimburse teachers to a maximum of nine (9) credits per year for expenses incurred while furthering their education to increase their professional competence at a rate equal to a Pennsylvania State College tuition rate, such as Bloomsburg University's. A school year is September 1 to August 31.

B. Conditions

1. If the cost incurred per credit is less than the tuition equal to a Pennsylvania State College, such as Bloomsburg University's, for courses taken, the Board agrees to pay only the actual cost per credit.
2. Coaching courses taken by employees will be reimbursed at a rate of forty (40%)

- percent by the School District on credit cost.
3. For all other courses, study must be either in the field the teacher is assigned to teach or in any approved Master's Degree Program.
 4. Pre-approval must be given by the Superintendent. Forms will be provided by the office of the Superintendent.
 5. The employee requesting reimbursement for credits must provide proof of having taken and successfully passed the course (Grade B or better). One hundred percent (100%) reimbursement will be paid for Graduate Course Credits taken for which a grade of at least a B is earned. One hundred percent (100%) reimbursement will be paid for Undergraduate Course Credits for which a grade of A is earned and fifty percent (50%) reimbursement will be paid for Undergraduate Course Credits taken for which a grade of B is earned. Such reimbursement shall be made to the employee within thirty (30) calendar days subsequent to presentation to the employer of receipt and/or proof of completed training.
 6. In the event the School District would make available credit courses at the expense of the District, the reimbursement per credit hour would not be paid for these credits to those teachers who enroll in these courses. The District will, however, reimburse those teachers for any necessary travel at the approved IRS rate.
 7. If the employee leaves the district within one (1) year of completing classes or courses the employee will be required to pay back 100% of their tuition paid and if the employee leaves the district within three (3) years of completing classes or courses the employee will be required to pay back 50% of their tuition paid. Repayment must be made within one (1) year of leaving the District.
 8. Lateral movement will be granted throughout this contract.

SECTION 6.05 REIMBURSEMENT FOR TRAVEL EXPENSE/USE OF SCHOOL VEHICLE/PRIVATE VEHICLE FOR SCHOOL BUSINESS/TRANSPORTATION OF STUDENTS

Teachers shall not be required to drive students to activities which take place away from the school building.

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance/mileage reimbursement at the approved IRS rate.

A valid driver's license must be on file in the business office with insurance before a school vehicle will be released to an employee. Motor Vehicle Background Checks will be conducted on all employees requesting the use of school vehicles. The same will be required if an employee chooses to transport students in a private vehicle for school business.

ARTICLE VII

PROFESSIONAL COMPENSATION

SECTION 7.01 PROFESSIONAL SALARY SCHEDULE (APPENDIX A)

The salary schedule has been agreed upon by both parties, including starting salaries, for each year of the contract. The attached schedules reflect the following:

- 2016-2017 – An average increase of \$1,500 per teacher.
- 2017-2018 – An average increase of \$1,350 per teacher.
- 2018-2019 –An average increase of \$1,350 per teacher.

There will be step movement each and every year, retroactive to the beginning of 2016-2017. Retroactive wages will be paid as soon as practicable after the ratification of this agreement, but in no event later than August 25, 2017.

SECTION 7.02 EARLY RETIREMENT INSURANCE INCENTIVE

A. Qualifications

Any employee that has reached sixty (60) years of age with a minimum of fifteen (15) years of service at Mahanoy Area School District or has completed thirty (30) years of service at Mahanoy Area School District and elects to take early retirement will receive single coverage (i.e., medical, dental, and prescription) to a maximum District cost of \$3,800. Should the premium exceed \$3,800, the retiree would be required to pay the difference on a monthly basis to continue coverage. Coverage will continue until the retiree becomes eligible for government-funded health insurance.

B. Eligibility

In order to be eligible for said incentive, the employee must provide written notification of intent to retire to the Superintendent on or before March 1 of the year in which the effective retirement date will occur.

SECTION 7.03 METHOD OF PAYMENT

Salaries will be paid on a bi-weekly basis through direct deposit. Payday will be every other Thursday. If a holiday falls on that day, payday will be on the preceding day. Any payment for department chairperson, department sub-chairs, mentor teachers and grade level team leaders less than \$1,000.00 will be paid in one payment in the middle of the school year.

SECTION 7.04 PAYROLL DEDUCTIONS

In addition to the usual payroll deductions for local, state, and federal taxes, as well as retirement contributions, employees may elect to have the following deductions withheld from their bi-weekly pay checks: Annuities, Bonds, and Association Dues.

SECTION 7.05 DEPARTMENT CHAIRPERSON

Each Department of Study (Business and Technology, Health and Physical Education, Humanities, Special Education, Language Arts, Math, Science, and Social Studies) may have a designated chairperson selected annually by the Administration. Each chairperson will receive payment as listed in the table below. The Administration also reserves the right to add or consolidate departments as they deem necessary. Each chairperson will receive payment each year as listed below:

District Chairperson \$1,700.52 (Total of 8 positions)

Other building Department Sub-Chairs will each receive \$500 (Total of 6 positions)

SECTION 7.06 MENTOR TEACHER

Any teacher serving as a mentor teacher under the Mahanoy Area School District Teacher Induction Program shall be compensated in the amount of five hundred dollars (\$500) per inductee for each year of the induction and for each inductee assigned to him/her.

SECTION 7.07 GRADE LEVEL TEAM LEADER

There may be one person at each grade level (K-8) designated as the Grade Level Team Leader (9 total positions) at the discretion of the building Principal. The Principal has the final authorization to choose the best qualified person for the position based on his/her own judgment. Each team leader (K-8) will be compensated \$500 per year.

SECTION 7.08 ASSOCIATION DUES DEDUCTION

Deduction of Association dues shall be forwarded to the Association Treasurer on each payday.

SECTION 7.09 RETIRING BARGAINING UNIT MEMBER FINAL PAY

Retirees may exercise the option to receive their remaining pay for the school year in a lump sum in the last pay in June in the year in which they retire.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 8.01 DEFINITIONS

A. Grievance

A “grievance” is hereby defined as:

1. A complaint by a teacher or teachers regarding the meaning, interpretation, or application of any provision in this Agreement;
2. That the local board or its agents acted in bad faith or in an arbitrary capricious manner contrary to the established policy or affecting the employees covered by this Agreement; or
3. A “grievance”, as defined herein, shall not apply to any matter in which the local Association is without authority to act.

B. Aggrieved Person

An “aggrieved person” is the person or persons on whose behalf the Association is making the claim.

C. Party in Interest

A “party in interest” is the person or persons making the claim and any person who might be required to take action against whom action might be taken in order to resolve the claim.

SECTION 8.02 PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

SECTION 8.03 PROCEDURE

A. Time Limits

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

Grievances must be filed within ten (10) working days of the occurrence in order to be considered. Failure to comply with the ten (10) working day limit indicates that the case was not a grievable offense. When grievance occurs over the summer months, the grievant shall have ten (10) working days to file the grievance after the commencement of the new school year.

B. Year-end Grievances

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, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, 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.

C. Level One - Informal Discussion

A teacher with a grievance will first discuss it with his principal or immediate supervisor, either individually or through the Association's school representative, or accompanied by the representative with the objective of resolving the matter informally.

D. Level Two - Principal or Immediate Supervisor

In the event the informal discussions with the principal or the individual's immediate supervisor do not resolve a grievance, the Association on behalf of the aggrieved person shall send a written notice to the principal within ten (10) days following the termination of said informal discussion summarizing the points at issue and indicating that he wishes to initiate a grievance under the provisions of the grievance procedure. The principal shall send his decision in writing within ten (10) days following receipt of the grievance notice to the aggrieved person and persons present at the conference.

E. Level Three - Superintendent

If the action of the principal or the individual's immediate supervisor fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred to the Superintendent or his designated representative. Appeals to the Office of the Superintendent shall be reviewed and acted upon within ten (10) working days of receipt of the formal request.

F. Level Four - Arbitration

If the action in Level 4 above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred by the Association to binding arbitration as provided in Section 903 of Act 195 within five (5) working days.

SECTION 8.04 WAIVERS

If the Board or its designee fails to comply with the time limit at any step, the grievance shall be deemed granted.

If the Association or its designee fails to comply with the time limits at any step, the grievance shall be denied.

SECTION 8.05 RIGHTS OF TEACHERS TO REPRESENTATION

A. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

B. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation. No reprisals of any kind shall be taken by the Association or by any member of the Association against the Board of Administration by reason of participation in the grievance procedure.

SECTION 8.06 MISCELLANEOUS

A. Group Grievance

If in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing shall be commenced at Level Two.

B. Separate Grievance Form

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

C. Meetings and Hearings

Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the Article.

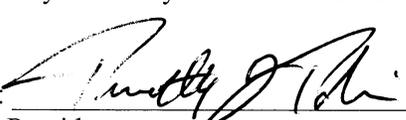
DURATION OF AGREEMENT

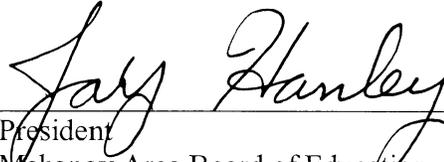
SECTION 8.07 EFFECTIVE DATE

This Agreement shall be effective as of September 1, 2016, and shall continue in full force and effect until August 31, 2019.

SECTION 8.08 ATTESTED

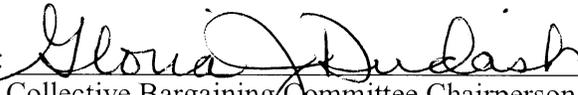
Agreement is made and entered into this 23rd day of June, 2017, by and between the Board and the Association. In witness whereof, the Association has caused this Agreement to be signed by its President, Secretary, and Negotiator, and the Board has caused this Agreement to be signed by its President, Secretary, and Negotiator and its corporate seal to be placed hereon on this day and the year above written.

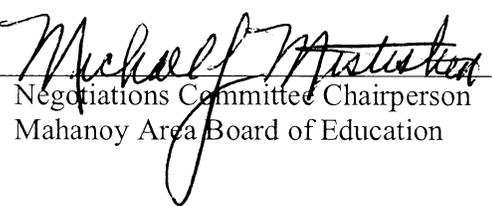
By: 
President
Mahanoy Area Education Association

By: 
President
Mahanoy Area Board of Education

By: 
Secretary
Mahanoy Area Education Association

By: 
Secretary
Mahanoy Area Board of Education

By: 
Collective Bargaining Committee Chairperson
Mahanoy Area Education Association

By: 
Negotiations Committee Chairperson
Mahanoy Area Board of Education

SECTION 8.09 APPENDIX A: PROFESSIONAL SALARY SCHEDULE

NEW EMPLOYEES AND YEARS OF SERVICE

The salary for all new employees is negotiable unless mandated or otherwise affected by any present or future state or federal law. The Board shall continue to maintain a record of years of service for each employee for purposes of future contracts, state or federal mandated salary increases, or any other purpose for which years of service are deemed relevant.

SALARY SCHEDULE

1. See attached
2. Any state mandated increase will not be in addition to provided increases. Association members will receive the greater amount of the contract increase or state mandated increase

2016-17

Salary Matrix

Step	B	B+24	M/MEQ	M+15	M+30	PhD
1	38,990	39,590	39,990	40,490	40,990	41,090
2	39,956	40,556	40,956	41,456	41,956	42,056
3	40,922	41,522	41,922	42,422	42,922	43,022
4	41,888	42,488	42,888	43,388	43,888	43,988
5	42,854	43,454	43,854	44,354	44,854	44,954
6	43,820	44,420	44,820	45,320	45,820	45,920
7	44,786	45,386	45,786	46,286	46,786	46,886
8	45,752	46,352	46,752	47,252	47,752	47,852
9	46,718	47,318	47,718	48,218	48,718	48,818
10	47,684	48,284	48,684	49,184	49,684	49,784
11	48,650	49,250	49,650	50,150	50,650	50,750
12	49,616	50,216	50,616	51,116	51,616	51,716
13	50,582	51,182	51,582	52,082	52,582	52,682
14	51,548	52,148	52,548	53,048	53,548	53,648
15	52,514	53,114	53,514	54,014	54,514	54,614
16	53,480	54,080	54,480	54,980	55,480	55,580
17	54,446	55,046	55,446	55,946	56,446	56,546
18	55,412	56,012	56,412	56,912	57,412	57,512
19	56,378	56,978	57,378	57,878	58,378	58,478
20	57,344	57,944	58,344	58,844	59,344	59,444
21	58,310	58,910	59,310	59,810	60,310	60,410
22	59,276	59,876	60,276	60,776	61,276	61,376
23	60,242	60,842	61,242	61,742	62,242	62,342
24	61,208	61,808	62,208	62,708	63,208	63,308
25	62,174	62,774	63,174	63,674	64,174	64,274
26	63,140	63,740	64,140	64,640	65,140	65,240
27	64,106	64,706	65,106	65,606	66,106	66,206
28	65,072	65,672	66,072	66,572	67,072	67,172
29	66,038	66,638	67,038	67,538	68,038	68,138
30	68,999	69,599	69,999	70,499	70,999	71,099

2017-18

Salary Matrix

Step	B	B+24	M/MEQ	M+15	M+30	PhD
1	39,445	40,045	40,445	40,945	41,445	41,545
2	40,411	41,011	41,411	41,911	42,411	42,511
3	41,377	41,977	42,377	42,877	43,377	43,477
4	42,343	42,943	43,343	43,843	44,343	44,443
5	43,309	43,909	44,309	44,809	45,309	45,409
6	44,275	44,875	45,275	45,775	46,275	46,375
7	45,241	45,841	46,241	46,741	47,241	47,341
8	46,207	46,807	47,207	47,707	48,207	48,307
9	47,173	47,773	48,173	48,673	49,173	49,273
10	48,139	48,739	49,139	49,639	50,139	50,239
11	49,105	49,705	50,105	50,605	51,105	51,205
12	50,071	50,671	51,071	51,571	52,071	52,171
13	51,037	51,637	52,037	52,537	53,037	53,137
14	52,003	52,603	53,003	53,503	54,003	54,103
15	52,969	53,569	53,969	54,469	54,969	55,069
16	53,935	54,535	54,935	55,435	55,935	56,035
17	54,901	55,501	55,901	56,401	56,901	57,001
18	55,867	56,467	56,867	57,367	57,867	57,967
19	56,833	57,433	57,833	58,333	58,833	58,933
20	57,799	58,399	58,799	59,299	59,799	59,899
21	58,765	59,365	59,765	60,265	60,765	60,865
22	59,731	60,331	60,731	61,231	61,731	61,831
23	60,697	61,297	61,697	62,197	62,697	62,797
24	61,663	62,263	62,663	63,163	63,663	63,763
25	62,629	63,229	63,629	64,129	64,629	64,729
26	63,595	64,195	64,595	65,095	65,595	65,695
27	64,561	65,161	65,561	66,061	66,561	66,661
28	65,527	66,127	66,527	67,027	67,527	67,627
29	66,504	67,104	67,504	68,004	68,504	68,604
30	69,454	70,054	70,454	70,954	71,454	71,554

2018-19

Salary Matrix

Step	B	B+24	M/MEQ	M+15	M+30	PhD
1	39,900	40,500	40,900	41,400	41,900	42,000
2	40,866	41,466	41,866	42,366	42,866	42,966
3	41,832	42,432	42,832	43,332	43,832	43,932
4	42,798	43,398	43,798	44,298	44,798	44,898
5	43,764	44,364	44,764	45,264	45,764	45,864
6	44,730	45,330	45,730	46,230	46,730	46,830
7	45,696	46,296	46,696	47,196	47,696	47,796
8	46,662	47,262	47,662	48,162	48,662	48,762
9	47,628	48,228	48,628	49,128	49,628	49,728
10	48,594	49,194	49,594	50,094	50,594	50,694
11	49,560	50,160	50,560	51,060	51,560	51,660
12	50,526	51,126	51,526	52,026	52,526	52,626
13	51,492	52,092	52,492	52,992	53,492	53,592
14	52,458	53,058	53,458	53,958	54,458	54,558
15	53,424	54,024	54,424	54,924	55,424	55,524
16	54,390	54,990	55,390	55,890	56,390	56,490
17	55,356	55,956	56,356	56,856	57,356	57,456
18	56,322	56,922	57,322	57,822	58,322	58,422
19	57,288	57,888	58,288	58,788	59,288	59,388
20	58,254	58,854	59,254	59,754	60,254	60,354
21	59,220	59,820	60,220	60,720	61,220	61,320
22	60,186	60,786	61,186	61,686	62,186	62,286
23	61,152	61,752	62,152	62,652	63,152	63,252
24	62,118	62,718	63,118	63,618	64,118	64,218
25	63,084	63,684	64,084	64,584	65,084	65,184
26	64,050	64,650	65,050	65,550	66,050	66,150
27	65,016	65,616	66,016	66,516	67,016	67,116
28	65,982	66,582	66,982	67,482	67,982	68,082
29	66,959	67,559	67,959	68,459	68,959	69,059
30	69,909	70,509	70,909	71,409	71,909	72,009