

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HARRISBURG CITY SCHOOL DISTRICT

AND

HARRISBURG EDUCATION ASSOCIATION

2016-2018

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AGREEMENT

This agreement is made and entered into this 31st day of May, 2016, by and between the School Board of the School District of Harrisburg (hereinafter referred to as the "Board") and the Harrisburg Education Association (hereinafter referred to as the "Association").

**ARTICLE I
INTENT AND PURPOSE OF AGREEMENT**

Section 1. The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Harrisburg schools the highest level of educational opportunities obtainable. The Board recognizes teaching as a profession and believes with the Association that the objectives of an educational program are realized to the highest degree when mutual understanding and cooperation exist between the Board and its professional staff.

Section 2. The Board and the Association acknowledge the Board to be the only legally constituted body responsible for the determination of policies covering all aspects of the Harrisburg School District under and in accordance with pertinent statutory rules and regulations promulgated by the Department of Education of the Commonwealth of Pennsylvania which responsibility to the Board cannot reduce, negotiate or delegate and which is not reduced, negotiated, or delegated hereby.

Section 3. The Board and the Association acknowledge that this Agreement represents the result of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act of the Commonwealth of Pennsylvania and constitutes the entire Agreement between the parties for the duration of the life of said Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties. The refusal of either party to negotiate on matters discussed or not discussed at the bargaining for this Agreement or to renegotiate matters covered by this Agreement shall be deemed final and not subject to the grievance procedure.

ARTICLE II PEACE AND STABILITY

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act during the life of this Agreement nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. The Board reserves the right to discipline, suspend, demote or discharge any professional employee or employees who violate the provisions of Section 1 of this Article.

Section 3. The Board will not engage in any lockout during the life of this Agreement.

Section 4. The Association shall, if a strike occurs, at the Board's request, publicly disavow such action by the employees, shall advise the Board in writing that such action has not been called or sanctioned by the Association and shall instruct the employees by posting notices that it disapproves of such action and instructs them to return to work immediately.

ARTICLE III RECOGNITION AND BARGAINING UNIT

Section 1. The Association is recognized during the life of this Agreement as the exclusive representative for collective negotiations covering employees included within the classifications established by a certification of the Pennsylvania Labor Relations Board dated January 5, 1971.

Section 2. This Agreement pertains only to those employees falling within the classifications of the certification referred to in Section 1 of this Article.

Section 3. The term employee, when used in this Agreement, refers only to those persons falling within the classifications of the certification referred to in Section 1 of this Article.

Section 4. Instructional Facilitators. The new Instructional Facilitator position shall be a teacher contract position with the possibility of some extra training time requirements. This training time requirement shall be compensated in accordance with other sections of the Agreement.

Section 5. Employment of Registered Nurses. The District may employ registered nurses licensed by the Commonwealth of Pennsylvania, but who are not certified school registered nurses. For the term of the contract such non-certified registered nurses will be placed on Step 1 of the Salary Schedule and remain on that step unless certification is attained.

Section 6. New positions may be included within the unit upon joint agreement of the Association and the Board.

ARTICLE IV RIGHTS AND OBLIGATIONS OF ASSOCIATION

Section 1. Association agrees to extend to all non-members the opportunity to join the Association.

Section 2. Employees in the Bargaining Unit who are not members of the Association on the effective date of this Agreement shall be required to pay to the Association a fee for services rendered as the exclusive bargaining agent in accordance with all applicable laws. For purposes of this section, fee shall mean the regular membership dues required of members of the HEA/PSEA/NEA less the cost of 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 representative.

Section 3. The Board agrees that all employees who are presently members of the Association shall be subject to the maintenance of membership provision of Section 301 (18) of Act 195, the Act of July 23, 1970.

Section 4. The District, on or before September 30 of each year, will provide the Association with a list of the names and last known addresses of all Bargaining Unit members. The District will also provide the Association with the name and last known address of any employee hired after September 30, such notice to be provided within thirty (30) days after the date of hire.

Section 5. Within thirty (30) days of the signing of this Agreement, and by December 15 for any subsequent years of this Agreement, the Association shall provide the District with names of Bargaining Unit members who are non-members of the Association, the amount of the fee, and a payment schedule for the deduction of the fee. The payment schedule shall be similar to the calendar dates established for payroll deductions for Association members. For employees hired after September 30 of each year, the Association will provide the District with the amount of the fee and a payment schedule for deduction of the fee within thirty (30) days after receipt of notice from the District of such employee's hiring. The District will deduct such fee from the paychecks of each non-member in accordance with the schedule provided and shall transmit the amount deducted to the Association Treasurer each month.

Section 6. The Board shall deduct from the salary of the employees' membership dues of the Association and transmit the deductions to the Association, provided the Board has been presented with cards signed by the individual employees authorizing such deductions.

Section 7. The monies deducted in accordance with Section 5 of this Article shall be transmitted to the Association on a monthly basis.

Section 8. All payroll deduction authorization cards shall be collected and approved by the Association, which shall submit the same to the Board.

Section 9. Payroll deduction authorization cards shall be printed at the expense of the Association in the following form and presented to the Board by the end of the third week of October to qualify for deductions during the school year.

The Association shall indemnify, defend and hold the Board, administrative employees and each individual Board Member harmless against any and all claims, demands, suits, costs, expenses, or other forms of liability including but not limited to claims for back pay, court, attorney, or administrative agency costs that shall arise out of or by reason of action taken by the Board of its employees to comply with the above provisions of this Article. The Association reserves the right to assign counsel to defend any such action.

PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize and direct the Harrisburg School Board to deduct from my salary and transmit the amount of money deducted for my regular membership dues as certified or as may be certified to the Harrisburg School Board by the authorized officers of the Harrisburg Education Association. This authorization is to remain valid until the expiration of the present agreement between the Harrisburg School Board and the Harrisburg Education Association or any extension thereof unless a written revocation, giving thirty (30) days notice, is submitted by me to the Harrisburg School Board and the Harrisburg Education Association prior to such expiration.

Name_____

Address_____

Social Security No. _____

Employment Classification_____

Building_____

Date_____

Signature_____

Approved by the Harrisburg Education Association
by_____

by _____

The Board, within five (5) days of the expiration of this contract, shall notify the Association of those members who have submitted written revocation.

Section 10. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay and shall be provided with released time for his/her regular duties. Grievance procedures and negotiations shall normally be conducted during non-working hours. The refusal of the administration to schedule during working hours shall not be subject to grievance procedures.

Section 11. The Board agrees to permit employees who are members of the Association to take leave with pay for Association business. No employee may take more than three (3) school days consecutively nor more than ten (10) days in the school year; and not all of the employees taking such leave may be from the same building. A total of fifty (50) days of such leave days per year may be taken pursuant to this Section. The Association shall reimburse the Board for the cost of substitutes employed to replace the employees taking such leave when invoiced by the Board. However, if the business is of an educational nature, and if the Superintendent gives his approval, the Board shall pay the cost of the substitute. The decision of the Superintendent as to the granting or withholding of approval shall be made at his sole discretion, shall be final and binding, and not subject to the grievance procedure.

Section 12. The Board shall permit the President of the Association or his/her designee a total of fifteen (15) work scheduled days with pay, if needed, per year, to carry out Association business provided that the Association completes a form provided by the District for such paid leave. Upon return receipt of the form for such leave, the Association shall reimburse the District for the cost of substitutes actually employed to replace the President or designee while on such leave; however, if the Association business is of an educational nature as determined by the Superintendent and/or is otherwise approved by the Superintendent, the Board shall pay the cost of the substitute. The decision of the Superintendent as to the granting or withholding of approval of reimbursement shall be made at his/her sole discretion, shall be final and binding, and not subject to the grievance procedure.

Section 13. Any employee who is elected to an Executive Office of either PSEA or NEA shall be granted a leave of absence without pay and shall be restored to his/her former position upon his/her return. Upon his/her return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

Section 14. The Association and its representatives shall normally be allowed the reasonable use of school buildings for meetings before and after school hours and

during in-service days not conflicting with scheduled programs, provided such meetings are held during scheduled hours of custodial service.

Arrangements for such meetings shall be made with the principal of the building in which the meeting is planned or with the staff member in charge of such building.

Section 15. Association business shall be conducted before or after normal working hours provided, however, that the District or its designee may grant permission to employees to conduct Association business during work hours on a case-by-case nonprecedential basis.

Section 16. The Association shall be allowed the reasonable use of school mailboxes and interschool mail facilities.

Section 17. The Association shall have, in each school building, the reasonable use of bulletin boards.

Section 18. An Association representative may speak to the employees at the end of the agenda of all orientation, district-wide or faculty meetings. Unless the meeting is of an emergency nature, the agenda shall be submitted to the appropriate Association representative at least twenty-four (24) hours in advance of such meeting. Association representatives may suggest items for the agenda.

Section 19. The Association, acknowledging that the teachers have a unique but special relationship to the community in which they are employed, pledges itself to encourage each and every one of its members to participate in some civic-related program of the community on a voluntary basis and in so doing, helping to develop a closer relationship between the District and the citizens which it serves.

Section 20. The Board agrees to make available, upon request, such data as may be necessary for preparing proposals for negotiations or processing grievances, provided such material is neither privileged nor confidential and such request is neither unreasonable nor burdensome.

Section 21. The Board agrees that it will "meet and discuss", upon request by the Association, on any policy decision which affects wages, hours and conditions of employment; reserving unto itself, however, final decision making powers as provided under the Public Employees Relations Act (Act 195). The representatives of the Association and the Superintendent or designee, upon the request of either party, shall also "meet and discuss" relevant to problems which arise out of the administration of this Agreement, general teaching conditions or specifically related concerns of the Association or the Superintendent or designee. The requests must be reasonable in time and number. In instances when a "meet and discuss" session occurs, the Board and Superintendent, following such session, shall issue a written memorandum outlining what was discussed by the parties during the applicable session and detailing any list of assignments or tasks the parties may have agreed to complete.

Section 22. The parties hereto agree not to interfere with the rights of employees granted to them under Article IV of the Public Employees Relations Act (Act 195).

Section 23. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, political affiliation, handicap, sexual orientation and/or place of residence.

Section 24. Release Time of Association President.

a. The Association President shall be granted release time with pay to attend to Association business provided that the Association pays the full cost, including all benefits, taxes and other expenses associated with employing a long-term substitute employee to perform the duties of the Association President while on release time.

b. Notification. If the Association President intends to request release time, he/she must notify the District on or before April 1 of the year prior to the school year in which the release time is to be granted.

c. Half-Time Option. The Association President shall have the option of requesting a one-half time or a full-time release from his/her duties.

d. Withdrawal of Request. If the District does not intend to hire a replacement at a salary equal to the initial step of the salary schedule, the Association shall have the option of withdrawing its request for release time. Such withdrawal must occur on or before August 1 preceding the grant of release time.

ARTICLE V GENERAL CONDITIONS OF EMPLOYMENT

Section 1. No employee shall be disciplined, discharged, suspended, reprimanded in writing, or reduced in position or compensation without just cause.

Section 2. An employee shall have the right to review his/her personnel file and file written comments in such file in accordance with Article V, Section 5. An employee shall be entitled to have a representative of the Association accompany him/her during such review. The Board, however, shall retain the right to protect the confidentiality of any portions of the file related to recommendations and evaluations involved in the hiring process.

Section 3. An employee may only be requested to appear before the Superintendent, the Board, a specially appointed Board Committee, a Principal, or a Division Director to answer charges; the resolution of which may affect his/her tenure or any rights or benefits of this Agreement. When requested, he/she shall be given prior notice of the reason for such appearance and shall be advised that he/she is entitled to have a representative of the Association and/or legal counsel to advise him/her and represent

him/her during such meeting or interview. The parties involved shall be entitled to a period of five (5) teacher work days from the date of notice to establish a mutually agreed upon time for such meeting or interview. If no such time is mutually agreed upon within such period, the superintendent or designee of the District may establish the time and place for such meeting or interview. The employee shall be given no less than three (3) teacher work days notice of such time and place. This shall not be construed to require notice when the subject of the charges are of a nature such as would require immediate correction.

In the event that a professional employee is suspended pending a decision on said charges, then said professional employee shall be entitled to any deferred or accrued earnings up to the date of such suspension. Such earnings shall be paid to him/her at the next scheduled regular pay period.

Section 4. No professional employee shall be rated except under the provision of the Public School Code, Article XI.

The District may provide clinical supervision and evaluation at its discretion throughout the school year provided that such clinical supervision and evaluation is done by persons properly certified to perform such duties.

Section 5. At the time of formal rating, a conference shall be held and the employee shall be shown a copy of his/her rating. At least two (2) formal conferences shall be held each year for the non-tenured employee. Written comments may be made by the person rating and/or by the employee. Provisions shall be made for the teacher's signature to indicate he/she has seen the rating and received a copy. An employee's rating may be based on performance during the entire school year. Conferences for an unsatisfactory rating on the evaluation form approved by the Pennsylvania Department of Education shall be held at times during the school year other than the last five (5) days. Conferences for satisfactory ratings shall be held no later than the last day of the school year.

Section 6. No material pertaining to an employee's conduct, service, character or personality originating within the District shall be placed in his/her personnel file or used in any proceeding against an employee unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy and an acknowledgment shall be made by the Superintendent or his/her designee that he/she has read the attachment.

Section 7. Any criticism by a supervisor, administrator, or Board Member of an employee shall be made in confidence and not in the presence of students, parents, or at public gatherings, unless the same is the subject at a hearing provided by an

applicable statute of this Commonwealth. If an employee criticizes a supervisor, administrator, or Board Member in the presence of students, parents, or at a public gathering, he/she relinquishes his/her right to submit a grievance under this section of the Agreement for that particular incident only.

Section 8. Any complaints regarding an employee made to any member of the administration or Board by any parent, student, or other person (which are used in any manner in evaluating an employee or which requires a meeting or conference) shall be promptly investigated and called to the attention of the employee. Said complaint must be reduced to writing and the employee shall be given the opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association and/or his/her counsel at any meetings or conferences regarding such complaint. No conference may be held until twenty-four (24) hours have elapsed from the time the employee received his/her copy of the complaint.

Section 9. Whenever an employee, while in the performance of duty, is physically assaulted by a parent, student, or person other than a school district employee, and prefers criminal charges against the alleged assailant, the member shall be provided with legal assistance and representation by the Board, through the District's Chief of Police, if such legal assistance and representation is not provided for by the District Attorney's office. If the assault is committed by a person employed by the District, the District may, in its sole discretion, provide either or neither side assistance.

Section 10. In the event an employee is intimidated, harassed or interfered with during the performance of his/her professional duties by a parent, student or other person(s), the Board shall investigate the matter and take such corrective action as it deems appropriate. The result of any investigation or action taken, if any, shall be reported promptly to the employee involved. Save for reporting the incident to the Association and the District's Solicitor prior to the filing of criminal charges if necessary, the employee shall refrain from initiating contact with any witnesses or parties involved in the incident giving rise to the investigation for a period of fifteen (15) working days, provided that the Association or the employee's attorney may contact witnesses or the parties involved during the fifteen (15) day investigatory period, provided that the District is notified in advance of such contact. These matters shall be treated on a case by-case basis, and the determination in one case shall not be deemed precedent for any other. The Board's existing complaint procedures shall apply to this section.

Section 11. In the event that an employee suffers personal property damage while in the performance of his/her assigned duties and not as the result of his/her own negligence or contributory negligence, he/she shall have the right to present a written petition for relief to the Superintendent for presentation to the Board, which Board shall provide an opportunity for a hearing if it initially rejects the petition. The decision of the Board shall be deemed final and not subject to the grievance procedure.

Section 12. Unless employees are given written notice of change in their assigned building and subject assignments by the last day of work during the school term, the

present assignment shall remain unchanged for the next school year. The District can issue a change of assignment notice after the close of the school year for legitimate educational reasons. In the event that a second notice of assignment is issued to an employee, such employee shall be notified as soon as practicable and provided with a written statement of reasons therefore and given an opportunity to discuss the reassignment with the person(s) responsible. These involuntary transfers shall be subject to Article V, Section 13.

Section 13. VOLUNTARY TRANSFERS - Employees requesting transfers within their certified area, during the school year, may do so by filing a "Request for Transfer" form provided by the District. Each transfer request shall be acted upon within twenty (20) school days after filing. The Superintendent or the Superintendent's designee shall notify the employee, in writing, of the disposition of the request.

The withholding or the granting of a transfer is within the sole discretion of the Superintendent and the Superintendent's decision shall be final and binding and not subject to the grievance process.

Section 14. INVOLUNTARY TRANSFERS - An involuntary transfer will be made only to prevent unwarranted disruption of the instructional program, to maintain balanced staffing, to implement a reduction in staffing, to comply with staffing requirements imposed judicially or necessary as a result of State or Federal Agency guidelines, or where circumstances such as student and/or program needs present another bona fide reason for transfer. "Balanced staffing" shall be defined as that which provides teachers who have the necessary certification to teach specified subject areas and grade levels and who vary in race and sex.

A. Subject to one (1) or more of the conditions set forth above, as between two (2) or more properly certified teachers, seniority determined by the length of continuous service in the Harrisburg City School District shall determine who is to be involuntarily transferred, and the least senior teacher shall be transferred.

B. A teacher being involuntarily transferred shall have first choice as to vacancies for which he/she is properly certificated; and between two (2) or more properly certified teachers, seniority in the Harrisburg City School District schools shall determine priority of consideration.

The final decision of the Superintendent for the need for the transfer shall not be subject to the arbitration step of the grievance procedure.

Section 15. Teachers shall, under the direction of the Superintendent, grade and classify the pupils in their schools so that they may pursue the approved courses of study. Teachers shall not be required to change students' grades, but this does not mean that these grades may not be changed by the principal, after consultation with the teacher. However, except in the case of substitute or non-tenured teachers, written

notice shall be given to the teacher of any such change, together with a reason for such change.

Section 16. Employees shall, as part of their regular duties, be available for classroom student counseling and parent conferences during normal working hours.

Employees shall participate in three (3) open houses/parent nights, no longer than two (2) hours in duration, without additional compensation. These times shall be pre-established before the commencement of a school year. The use of personal days shall be allowed on days when open houses/parent nights are scheduled, only if prior approval has been obtained.

Section 17. Each employee shall receive a pictured identification card. This card, bearing the signature and picture of the employee, will be accepted for admission at all District-sponsored activities with the exception of home basketball games. The ID card will be presented at the proper office in order to procure an admission ticket for home basketball games. The District reserves the right to place a limit on complimentary tickets to basketball games. Provisions of this Article do not apply to those District activities which are approved as fund raisers. Any transfer of such ticket or card will terminate the privilege for violators for one (1) calendar year.

Section 18. United Way solicitations will be conducted in such a way that building principals will not be aware of the contents of any records related thereto.

Section 19. Faculty meetings without additional compensation may be held on the following basis: For other than elementary schools, two (2) monthly faculty meetings. For elementary, one (1) such meeting may be scheduled each month. Except in an unusual or emergency situation as determined by the Administration, meetings shall not exceed seventy five (75) minutes, thirty (30) minutes of which must be planning time and shall be pre-established at the beginning of the school year. Deviations there from may occur in the event of emergencies. Agendas or information concerning the basis of the meeting shall be available for such meetings. Except in the case of emergencies or unpredictable circumstances, forty-eight (48) hours' notice should be given of faculty meetings held during the school day.

Section 20. Duty free lunch periods for employees shall be provided for in accordance with the applicable provision of State Law. An employee shall not begin his/her thirty (30) minute duty free lunch period prior to the start of the first lunch period in the building nor end the duty free lunch fifteen (15) minutes later than the end of the last scheduled lunch period in the building. Employees may leave the building during their lunch period. Normal periods for class changing, escorting students to and from lunch room and the like will not be counted as part of his/her lunch period. At times other than lunch periods, an employee must receive approval from his/her principal or his/her designee in order to leave the building and will be required to sign out when leaving and sign in when returning. In order to leave the building during preparation periods, an employee shall sign out on leaving and sign in when returning.

Section 21. The Board shall provide the Association with the names of all teachers and their assigned schools by October 1.

Section 22. An employee has all rights to become a candidate for political office except as prohibited by law. Upon submission of an appropriate application, an employee will be granted a leave of absence, without pay, in order to run or serve in public or political office. Such time spent, however, shall not be computed as service or experience in determining incremental entitlement or other benefits.

Section 23. For any vacancy in any professional position with the District, the Board shall post a notice of such vacancy on all faculty bulletin boards and send a copy of such notice to the Association, including building representatives, two (2) weeks prior to scheduled interviews. Any professional employee may apply for such vacancy. The selection of the person to fill any vacancy, however, shall be made by the Board and its decision shall be final and not subject to the grievance process. The Board shall notify all Bargaining Unit applicants as to the disposition of their application.

Section 24. The Board shall provide sufficient typing and copying, facilities for teachers in their preparation of instructional materials; desks, closets and storage areas, chalkboards, modern audio and visual equipment, dictionaries, texts in use, grade books, and other such materials required in the daily teaching responsibilities; lunchroom, rest room lounge and lavatory facilities exclusively for teachers' use; facilities in each building for professional specialists and lockable space for keeping school materials and personal belongings. When any of the above-mentioned areas are claimed to be inadequate by an employee, the condition may be reported via the "District Complaint Form" to the Superintendent, Secretary of the Board, and the office of the Harrisburg Education Association. The steps and procedures in acting upon such a complaint shall be the same as if it were any complaint now in the "complaint procedure."

The adequacy or inadequacy of materials, facilities or services shall not be subject to the grievance or arbitration process. The determination under the hereinbefore referred to complaint procedures shall be final and binding. The parties agree to maintain a committee of District and Association representatives, the purpose of which is to identify specific problems related to providing and distributing supplies and equipment to the professional staff. This supply and equipment committee shall make recommendations to the Superintendent relevant to the procurement and distribution of supplies and equipment and the Superintendent, if necessary, shall transmit such recommendations to the Board for its review and consideration for approval.

Section 25. The Board shall maintain all of the buildings and grounds within which the employees work in accordance with the safety requirements established by applicable local ordinances or state statutes including rules and regulations promulgated hereunder. The District agrees to maintain a system of communications within each building that is designed to ensure the safety and security of all students and staff.

Section 26. The District and Association acknowledge that an important organizational goal of the District at all grade levels is the enhancement of student accountability, responsibility, independence and achievement.

ARTICLE VI PROFESSIONAL EMPLOYEE ABSENCES

Section 1. Employees shall be entitled to eleven (11) days of sick leave per year, five (5) of which may be used for the illness of an immediate family member defined as a parent, spouse or child. Unused sick leave shall be cumulative without limitation.

All absence due to sickness, disability or accident shall be certified by the employee and endorsed by the principal or administrator responsible for payroll reports. In addition, a physician's certificate shall be required when:

- (a) an employee is absent both on a Friday and the following Monday;
- (b) the absence is three (3) consecutive days or more;
- (c) the employee is absent the day before and/or the day after a holiday period; and
- (d) where an employee has used sick leave six or more separate times in one school year in one (1) and two (2) day absences

provided that the requirement for a physician's certificate may be waived by the administrator responsible for payroll reports where the circumstances warrant such relief.

In the event an employee's sickness, disability or accident will prevent the employee from working for more than one day, the employee is required to notify the District before 2:00 p.m., if practicable on the day prior to the day the absence is to begin and also by 2:00 p.m. on the day prior to returning to work. At the beginning of the school year, each employee will be given the name of the person he/she is to notify of his/her impending absence. If an employee fails to call as required after absence and returns to school and a substitute has been assigned in his/her place, the employee shall lose a day's pay.

When an employee is absent without notifying the persons specified, he/she shall not receive sick leave entitlement unless precluded from giving such notice by the circumstances.

Section 2. The Board shall inform such employees twice each year (in September and March), in the first paycheck of September and the first paycheck of March, and at any other reasonable time upon his/her request, the amount of sick leave he/she has accumulated.

This total will include any converted unused personal days from the previous school year.

Section 3. Any person employed in the public school system of the Commonwealth of Pennsylvania who has completed ten (10) years of satisfactory service as an employee, shall be entitled to a sabbatical leave of absence for restoration of health, for study or at the discretion of the Board of School Directors for other purposes. At least five (5) consecutive years of such service shall have been in the school district from which the leave of absence is sought unless the Board of School Directors shall, in its discretion, allow a shorter time. An employee may be entitled to another sabbatical at the expiration of another seven (7) years of teaching. Compensation during this period shall be at half (1/2) pay. The employee shall be returned to the same comparable position held at the time the leave was granted. The employee shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Applications for sabbatical leaves for study shall be submitted prior to June 30 for the following school year or fall-winter half year, and by October for the spring-summer half year. Exceptions to filing applications for study may be granted in special and unique situations.

Section 4. Tenured employees may be granted unpaid leave for study up to one (1) academic year at the discretion of the Board. Such employees shall be returned to a comparable position when and as such positions are or become available. During such period of leave, such employees shall be permitted to maintain, at their own expense, their group insurance coverage. No increments or other benefits shall accrue during the period.

Section 5. Leave for maternity or pregnancy shall be granted in accordance with the guidelines of the Pennsylvania Human Relations Commission. Employees who adopt a child or accept placement of foster care children shall be entitled to child rearing leave under this provision. No increments or other benefits, except as required by the guidelines, shall accrue during this period, except that a person on said leave shall have the right to maintain insurance benefits by paying the premiums.

Section 6. Personal Leave Days

A. An employee shall be entitled to three (3) days per school year without justification except that:

1. At no time may there be more than 10% (or a minimum of 2) in any one building taking leave under this subsection;
2. If such a day or days are to be utilized immediately prior or subsequent to a holiday or vacation other than summer vacation, justification may be requested.

B. Notice to the employee's principal or other immediate superior authorized to grant such leave shall be made at least two (2) days before taking such leave, unless a justifiable reason exists for not giving such notice. The District shall notify each member of the Bargaining Unit as to whom notice is to be given.

C. Employees may accumulate a maximum of five (5) personal leave days at any one time. Personal leave days not used by a professional employee or accrued in excess of five (5) days shall be converted to sick days cited in Section 1 of this Article at a ratio of one (1) personal leave day to one (1) converted sick leave day.

Section 7. Absence from duty because of death in the immediate family or of a near relative shall be granted in accordance with the provisions of the Public School Code, as amended. Whenever an 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 five (5) school days in conjunction with (immediately following) the death and/or 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. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandparent, grandchild, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Whenever an 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, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law and daughter-in law.

Any extension of time periods or changes in definitions which are mandated by an amendment to the School Code or other laws of the Commonwealth shall become part of this section.

The Board may extend this leave provided that all personal leave has been exhausted.

Section 8. An employee shall be released with pay for the time necessary for appearances in legal proceedings connected with the employee's employment or with the school system. If subpoenaed to give testimony as a witness or to serve on a jury, the employee shall be released with pay for such time as his/her presence is required. An employee shall reimburse the District the full amount of witness or jury fees received by the employee when school is in session.

This section, however, shall have no application to any action or proceeding instituted by the Association or any of its members against the School District, its Board or its agents. If the presence of the employee is required in this event, the released time shall be without pay.

Section 9. Any leave approved by the Board, whether paid or unpaid, shall not be considered a termination of employment provided that no further action is taken by either the Board or the employee. Seniority shall remain the same and not accrue for any purpose while the employee is on any unpaid leave.

Section 10. Sick Leave Bank

1. All members of the bargaining unit may become members of a sick leave bank through the voluntary and irrevocable donation of one (1) day of accumulated personal sick leave each year to the sick leave bank. This one day is above and beyond the ten (10) statutory granted sick leave days as outlined in the Public School Code. Such donation and membership shall be effected by the signing of an enrollment form by each individual. Membership shall then be continuous from year to year unless the business office and the HEA president are notified otherwise within ten (10) days of the opening of classes in any successive school year.

2. The bank shall be maintained and replenished in the future by subsequent one-day donations of sick leave from each member.

3. Use of days shall be determined by a Review Committee consisting of three (3) members: one (1) from the bargaining agent, one (1) from district administration, appointed by Superintendent, one (1) appointed by the Board of School Directors.

4. Requests for use of days from this bank for short-term disability shall be made in writing to the Review Committee, which may grant or refuse such requests at its discretion based on flexible criteria in each individual case and to include consideration of

- a. the nature of the illness or disability;
- b. the exhaustion of regular personal sick leave by the applicant;
- c. the severity of hardship imposed by possible loss of pay.

All decisions by the Review Committee are final and are not subject to the grievance process.

5. Whenever an employee uses a day from the bank, he/she shall be paid at his/her daily rate.

6. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District in the implementation of any of the provisions of this section or in reliance on any list, notice of assignment furnished under any of such provisions.

Section 11. An employee who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, may be granted a leave of absence without pay for a period up to one (1) year from the time such sick leave is exhausted. No increments or other benefits shall accrue during this period, except that a person on said leave shall have the right to maintain insurance benefits by paying the Premium.

Section 12. An employee may be granted other leaves of absence at the sole discretion of the Board. The decision of the Board shall be deemed final and binding, and not subject to the grievance procedure.

Section 13. No employee shall be furloughed without "just cause" which shall be defined as those reasons and methods set forth in the applicable laws, regulations, rulings and opinions.

ARTICLE VII SPECIAL CONDITIONS

Section 1. Public address, audio or other electronic devices shall not be used in observing an employee without the employee's consent. All observations shall be conducted with the full knowledge of the employee. An employee shall be made aware immediately of any such observation in progress.

Section 2. Every employee shall have the right to exercise the same authority as to the conduct and behavior over the pupils during the time they are in attendance as the parents, guardians, or person in parental relationship to such pupils may exercise over them. The Board shall not hold an employee guilty of wrong doing in the use of force in self defense or in the restraint of a student to prevent harm to that student or to others provided that the degree of force utilized is lawful under the facts and circumstances involved.

Section 3. In the event that a legal claim is brought by a student and/or his/her parent or legal guardian as a result of a professional employee's action in disciplining a student, the Board shall provide legal counsel to the employee provided the employee has followed the disciplinary policy as established by the Board.

Section 4. Workers' Compensation

(a) For a period of up to thirty (30) work days, an employee shall not lose any sick leave days, personal leave days, benefits or salary as a result of being absent from work due to an injury received from an assault during the time said employee is acting in the performance of his/her duties or if the assault arises from the performance of his/her duties. The foregoing thirty (30) work day entitlement shall only be used if the employee is unable to report to work and shall not continue after the point in time the employee recovers from his/her assault related injury. In cases of a work-related accident

unrelated to an assault, an employee shall be entitled up to fifteen (15) work days of pay and benefits without a reduction of sick or personal leave, provided that such leave shall not continue after the point in time the employee recovers from his/her work-related injury. In the event that an employee's workers' compensation claim is denied a deduction of sick and/or personal leave to compensate for the fifteen (15) days or a portion thereof shall be made.

(b) On the thirty-first (31st) or sixteenth (16th) work day following a compensable injury, an employee's sick leave shall be reduced by one third (1/3) of a sick leave day for each work day the employee is absent and receives workers' compensation payments and supplemental payments from the District. Coincident with receipt of workers' compensation benefits, the District agrees to pay the difference between the amount payable under the Workers' Compensation Act and the employee's take-home pay. This "supplemental benefit" is to be paid directly to the injured professional employee. The employee shall be paid full pay reduced by the amount that yields a net pay including workers' compensation that is equal to the employee's net pay. Net pay is defined as the gross base pay minus the federal, state, and local taxes, social security and retirement contributions.

(c) Once an employee exhausts his/her sick leave in accordance with paragraph (b) herein, the District shall not have any further salary obligation, except in cases of sabbatical leave, to the employee.

(d) The District shall pay an employee's health care and other insurance premiums as if he/she were reporting to work for a period of two (2) years or until the employee's sick or sabbatical leave is exhausted whichever is later. For purposes of computing the duration of an employee's entitlement to health and other insurance benefits, an employee's depletion of one third (1/3) of a sick leave day, as per paragraph (b) herein, shall be equal to one (1) day's use of sick leave.

(e) An employee shall be entitled to maintain his/her employment status with the District while receiving workers' compensation payments for a period of two (2) years or until such employee's sick and/or sabbatical leave is exhausted whichever is later. A second medical sabbatical leave only will be considered when medical evidence obtained by the District strongly suggests that the employee can return to active service following the second medical sabbatical leave. The Board's decision regarding the award of a second medical sabbatical leave shall be discretionary, nonprecedential, final and binding. The employee shall be entitled to receive his/her medical sabbatical leave salary and benefit payments and workers' compensation. At the end of two (2) years or upon the exhaustion of an employee's sick leave and sabbatical leave, if the employee is unable to return to work, his/her employment with the District shall be severed.

Section 5. In the event that any school building is evacuated in whole or in part by reason of any report or threat or damage hereto by bomb, fire or other lethal instrument or incident, no employee shall be required to participate in any search for such lethal

instrument or bomb, or to remain in the building while such search is underway. Supervision of students by employees shall be required during any such period.

If students are dismissed from a building for the reason that the condition of the building poses a threat to their health or safety, then employees shall not be required to perform their work in that building.

Section 6. Teachers will not be assigned a student teacher without the teacher's prior consent.

Section 7. The Board agrees to provide the following minimum amount of planning and preparation time each week within the teacher work day.

Senior High School (grades 9 - 12) - A Professional employee is guaranteed a minimum period of forty-five (45) consecutive minutes of preparation time without student contact each school day during the scheduled student school day. Professional employees shall not be assigned duties, meetings, or assignments during the first fifteen (15) minutes and the last fifteen (15) minutes of their scheduled work day except as provided for in Article V, Section 20, of this Agreement.

Intermediate, Elementary, and Early Childhood Level Buildings - A guaranteed minimum period of forty-five (45) consecutive minutes of preparation time without student contact each school day during the scheduled student school day.

Preparation time shall be guaranteed time during the workday for teachers to prepare lesson plans, tests and grades, to consult with colleagues relevant to professional matters and to perform other professional responsibilities.

Section 8. Student observers will be permitted to observe classes in session, provided that each teacher involved has given his/her permission. Teachers involved must be notified at least twenty-four (24) hours in advance. If a student observer must be absent from a class, he/she must notify a designated person in the school involved prior to the time of the scheduled class. Failure to notify the person of the absence without justifiable cause will result in the student being barred from any further observing in the District.

Section 9. Employees are expected to maintain a neat and professionally educationally appropriate appearance. When, in the opinion of the school administration, an employee is found not to be meeting the mutually understood standard of appearance, the administration shall bring such occurrence to the attention of the Association. The Association will discuss the matter with the employee concerned.

If the administration provides several notices to the Association concerning the same employee, the administration and the Association shall meet and agree upon an appropriate course of action.

ARTICLE VIII

PROFESSIONAL EMPLOYEE COMPENSATION

Section 1. The work year, exclusive of any provisions relating to supplemental contracts, shall not exceed one hundred eighty-nine (189) days, seven (7) days of which shall be professional development days and two (2) days of which shall be clerical days. The District shall schedule activities of employees on professional days, subject to a prior consultation obligation with the Act 48 Committee. Professional days shall be scheduled by the District coincident with the approval of the final school calendar on days during the work year or in the two (2) weeks before the instructional year with the District having the authority to schedule such days for elementary, middle school, and high school employees on different days. The District shall continue to schedule one (1) clerical day at the beginning of the school year and a second clerical day at the end of the school year. Part of the clerical day may be used for building or district meetings, however at least a minimum of three (3) hours shall be available for teachers to set up their rooms, prepare materials, books, and equipment in preparation for their classes. Employees also shall have the discretion of agreeing to work after the workday in lieu of professional development days in instances when the District offers and/or approves of such after workday activities. The length of the workday for teachers shall not exceed seven and one-half (7-1/2) hours, including a 30-minute duty-free lunch period. In any year, if student days are lost due to inclement weather, the first two lost student days shall be made up from two (2) of the seven (7) professional development days, which shall be rescheduled. On snow and emergency days that result in early school closings, professional employees shall be released from their work responsibilities 15 minutes after the students are released from school.

Section 2. Students shall be scheduled for a minimum of 180 days per school year for instruction and such other days as the District shall decide for the life of this contract. School shall be dismissed sixty (60) minutes early on the last school day prior to Thanksgiving vacation and ninety (90) minutes early on the last school day prior to winter vacation.

Section 3. Each day not worked and not compensated under any paid leave provision of this agreement shall result in a reduction of said salary one one-hundredth and eighty-nine (1/189). This section shall not entitle the Board to unilaterally reduce the contract days set forth under Section 1 of this Article.

Section 4. For each contract year, the professional employee's salary shall be divided into twenty-six (26) equal parts and shall be paid to professional employees on alternate Fridays.

Professional employees may request the payment of the accumulated salary at the end of the school term, provided such request is made in writing thirty (30) days prior thereto.

The first scheduled pay day for professional employees shall be the regularly scheduled district pay day following the opening day of school. Employees shall be entitled to an increment after one hundred five (105) days of service during the previous school year.

Section 5. New Professional employees shall be required to go through a thirty-five (35)-hour District orientation program prior to starting their professional responsibilities with the District. This orientation program shall be in addition to the regular one hundred and eighty-nine (189)-day school year. Three hours of this orientation program shall be designed and available to the Association for the presentation of information and material to the new professional employees.

Section 6. The position of Early Childhood teacher shall be a 189-day position which shall be scheduled during a school year defined as the period between July 1 and June 30 of any school calendar year. The flex scheduling of this position may include a four-week break if such a break is requested by the employee. When scheduling is made for these positions, accommodations shall be made, if possible, for any college or university programs in which an Early Childhood professional employee is enrolled. Any time worked beyond the 189-day school calendar shall be compensated in accordance with the appropriate hourly teaching or training rate.

Section 7. Virtual Academy. Work by members of the Bargaining Unit on behalf of the Virtual Academy shall be in addition (supplemental) to a professional employee's regular duties and responsibilities and performed outside of the professional employee's seven and one half (7.5) hour work day. Position descriptions and a description of the professional expectations for the positions shall be committed to a formal position description and attached hereto and made part of this agreement.

There shall be three (3) types of positions available in the Virtual Academy program, which can be combined or assigned separately depending on the needs of the program. The positions are as follows:

1. Virtual Academy Course Planner or Developer
2. Virtual Academy Teacher
3. Virtual Academy Monitor

In general, the Virtual Academy Course Planner or Developer is the professional employee responsible for designing the Virtual Academy course to be offered by the Harrisburg School District. Any training done on how to deliver an on-line course for the Virtual Academy shall be at the contractual rate for training activities. Compensation for actually developing and designing a course shall be the sum of \$2,000 for each course designed for the Virtual Academy. The formal course, once developed, shall be the joint property of the School District and the professional employee who developed the course. In the event that the School District decides to license a Virtual Academy course to any other School District entity, the professional employee who developed the course shall be paid 50% of the residual fees received by the Harrisburg School District. The professional employee who developed the course shall be the sole arbitrator of

when the material in the course has become intellectually obsolete and shall no longer be used. Such review shall take place on a bi-annual cycle.

In general, the Virtual Academy teacher shall teach a Virtual Academy course. Compensation for teaching a course shall be \$4000 per course for a class of twenty (20) students. The maximum class size for a Virtual Academy class shall be twenty (20) students. Any training done outside of the regular school day on how to deliver an on-line course for the Virtual Academy shall be at the contractual rate for training activities.

A Virtual Academy Monitor is the professional employee assigned to provide professional services to Harrisburg School District students enrolled in the Virtual Academy and to support other School District students enrolled in Harrisburg School District's Virtual Academy courses in accordance with the position description attached hereto and made part of this agreement. A Virtual Academy Monitor shall not be responsible for more than twenty (20) students and shall be compensated at the rate of \$100 per student per semester with a minimum of \$1500 per semester.

Professional employees working in the Virtual Academy program shall be reimbursed any out-of-pocket expenses resulting from performing their professional responsibilities. Such out-of-pocket expenses must be preapproved by the appropriate supervisor.

Virtual Academy courses designed or offered by the Harrisburg School District shall not be used as substitute courses for Harrisburg School District students that can be offered at the Harrisburg School District.

Section 8. The following additional payroll options or deductions shall be available:

1. Tax Sheltered Annuities
2. United Way Contributions
3. United States Government Bonds
4. DAUCO Federal Credit Union
5. PA State Employees Credit Union Authorization for such options or deductions shall be on forms approved by the Board.

Section 9. Except as otherwise herein provided, salaries for employees for the term of the contract shall be as stated in the appendices attached hereto and made a part hereof. Employees shall be placed on the salary schedule in accordance with the provisions of Appendix D and E which are attached hereto and made a part hereof. Any retroactive pay for the 2015-2016 fiscal year will be paid to eligible employees in one lump sum check on August 12, 2016. Eligibility for retroactive pay is defined as professional employees represented by HEA who are employed by the district on May 31, 2016.

Section 10. Employees shall be entitled to payments for additional credits beyond the Bachelor's and Master's degrees in accordance with the appropriate schedules, attached hereto. Movement beyond the Masters/Master Equivalent column can only be

secured by taking and achieving the appropriate credits at a college or university. New employees hired after July 1, 2002 and current employees who were on the Bachelor and Bachelor + 10 column on July 1, 2002 can only move beyond the Masters/Master Equivalent column by securing an earned Master's Degree. Effective July 1, 2015, in order for credits to be valid for column movement purposes, the employee must have received a grade of B or better in the course.

In-service credits earned through the Harrisburg City School District will count as regular credits for salary purposes for horizontal movement on the salary schedule only as far as placement on the Masters/Masters Equivalent column and all column placement prior to reaching the Masters/Master Equivalent column.

Section 11. Credits – Subject to the conditions herein, employees are entitled to tuition reimbursement for up to nine (9) credits per year, provided that the courses are pre-approved by the District and related to the individual's job responsibilities, such preapproval being decided within fifteen (15) work days of the employee's application for tuition reimbursement. The District's pre-approval decision shall not be subject to binding arbitration. An additional three (3) credits per year may be available at the discretion of the Superintendent so that in any year, an employee can be reimbursed for a maximum of twelve (12) credits. Reimbursement shall be at actual cost per credit, up to the Pennsylvania State University rate per graduate credit. Said employee(s) shall be reimbursed for earned credit hours on January 15, June 15 or September 15 of each year after the employee fulfills the following requirements:

1. Achieve a letter grade of "B", "S" or better for said credit;
2. Presentation of a university transcript to the District.

The District shall pay the employee the actual cost per credit as specified herein and not deduct any taxes or other withholdings from tuition reimbursement payments. Employees shall provide one (1) year of service to the Harrisburg City School District subsequent to the completion of the credit hours.

Section 12. Compensation pay shall be \$30.50 per hour for the life of this contract for the following activities conducted after or before working hours, when not otherwise specified by supplemental contracts: intramural sports; tutoring homebound students; workshops, curriculum planning, development and evaluation: summer school and night school; and in-service education programs outside of the regular work day where the employee is required by the employer to attend. Compensation pay shall be \$30.50 per hour for the life of this contract for using guaranteed preparation time to teach classes within the regular school day for students. Compensation pay shall be \$30.50 per hour for the life of this contract for using guaranteed preparation time to teach classes within the regular school day for students.

Nothing in this section shall prohibit secondary principals from assigning employees to duties specifically covered by this contract where compensation is not provided.

Section 13. Training Compensation. When employees voluntarily agree to attend and receive professional training provided by the employer during time outside of the regular 189-day contract, the employee shall be compensated at the rate of \$24 per hour and shall receive Act 48 credits if applicable for the training received.

Section 14. Demonstration teaching shall be deemed to have occurred when a teacher is scheduled to instruct a class which may include other teachers for the purposes of in-service training or staff development.

When teaching occurs after school hours, the teacher shall be compensated for such time at the rate of \$30.50 per hour.

The Board shall utilize only those teachers who consent to such assignment by placing his/her name on a consent list prepared for this purpose, reserving to itself, however, the right to hire personnel from any source when no employed teacher is on the list or is available. At least 48 hours' notice of demonstration teaching shall be given to the teacher.

Section 15. Full-time professional employees (with the exception of specialized areas such as Occupational Therapists, Physical Therapists, etc.) who are required as part of their teaching responsibility to write Individual Education Plans (IEPs/GEPs) and/or Special Education Evaluation Reports (SEERs) shall receive a clerical time stipend of \$250 above their regularly scheduled salary for each semester worked.

Section 16. Any member of the bargaining unit required to perform duties, which duties shall be beyond that of specified teaching responsibilities, shall be additionally compensated on a pro rata basis, provided that such performance of duties and compensation have been approved by the Board. No employee shall perform duties beyond those of specified teaching responsibilities without written approval of the Superintendent or designee.

Section 17. Should a school in the Harrisburg School District receive recognition by the U.S. Department of Education for having been selected to achieve a National School Excellence Award, or its successor, each professional employee in the awarded school will receive a one-time-only bonus of \$500.00 in recognition of employee excellence. The employees may redirect a portion of the award, at their discretion, into activities that would benefit the children.

Section 18. Supplemental contracts shall be issued, signed and approved by the Board before duties designated by the contract commence. Contractors for year-long supplemental contracts shall be prorated and paid during the life of the contract. Supplemental contracts dealing with a specific program, project or task shall be paid after work on such program, project or task has been completed.

Supplemental contracts for recurring activities shall be self-renewing unless the employee holding such a supplemental contract is notified in writing that the contract has been cancelled.

The schedule for renewal of contracts shall be as follows:

- a. Year-Long Contract - June Board Meeting prior to the beginning of the following school year.
- b. Fall Activities - January Board Meeting prior to the beginning of the following school year.
- c. Winter Activities - April Board Meeting prior to the beginning of the following school year.
- d. Spring Activities - October Board Meeting prior to the beginning of spring activities.

Section 19. All persons receiving supplemental contracts shall be paid in accordance with a compensation plan approved by the Board of School Directors.

Section 20. The supplemental salary schedules for the 2016-2018 school years are stated in Appendix C-1, attached hereto and made a part hereof.

Section 21. The Board is not restricted from adding or deleting positions covered by supplemental contracts, or activities referred to in Section 10 of this Article. The Board, also, reserves the right to change employees assigned to these positions, subject, however, to the provisions of Article V III, Section 18.)

ARTICLE IX PROFESSIONAL EMPLOYEE BENEFITS

Section 1. Effective July 1, 2016, the District will offer employees and their dependents coverage under the PPO Plan described herein, (Appendix D). Rx coverage may not be purchased separately. The EPO Blue In-Network Plan will be eliminated effective June 30, 2016.

- a) In-network office visits, clinical visits and urgent care visits require a \$20 co-pay.
- b) Emergency room service fee will increase to a \$200 co-pay.
- c) The annual deductible will be \$250 Individual/\$500 Family.

Effective with the first pay in the 2016-2017 school year, employee's premium share shall be established as 10% of the level of coverage selected by the full-time employee:

individual, employee and spouse, employee/child or children, or family. Once this rate is determined, each contract year it shall be divided by 26 and deducted from the employee bi-weekly salary.

The above rate will be reduced by 3% annually beginning with the month that the employee can provide documentation from a Primary Care Physician (PCP) that she/he has enrolled in a Wellness program and provide the following documentation:

- a) Complete Wellness Profile provided by the Carrier.
- b) Visit to PCP to include Height, Weight, BMI and Blood Pressure screening.
- c) Blood Test including Full Lipid Panel and Blood Glucose.
- d) External Biometric Screening (paid one-half by the school district.)
- e) Verification from PCP that screening for Blood Pressure, blood screening for basic issues, including but not limited to cholesterol and diabetes risk levels.
- f) Tobacco Free Attestation or Tobacco Cessation program, if applicable.

To maintain the above discount, the employee must provide a Wellness Profile and completion of two activities available under the Highmark Healthy Options alternative on or before August 31st of each fiscal year. If the employee is enrolled in the Wellness Program and the employee's spouse is covered by the District's healthcare plan, the spouse must also be enrolled in the Wellness Program for the employee to receive the 3% discount.

Effective July 1, 2016, a spousal surcharge of 12% of the additional premium will be instituted for the spouse of any employee eligible for health insurance coverage under the District's plan if the spouse is eligible for coverage at another place of employment and elects to be covered under the District's plan. A proof of non-coverage certification must be completed for all spouses desiring coverage under the District's plan on an annual basis.

The PPO Plan incorporated into this agreement for the 2016-2018 school years will be a plan exclusive to employees in the HEA bargaining unit and their covered dependents, and the premium rates for the HEA-PPO Plan will be calculated based on the experience under that plan.

If the 2016 Amended Recovery Plan includes a provision which limited the District's growth in healthcare cost per year then the following terms shall apply:

- a) If the premium rates for the HEA-PPO for the 2016-2017 fiscal year exceeds the rates for the 2015-2016 fiscal year by more than 10%, the contract will be opened, for healthcare only, to negotiate healthcare premium cost allocations, and/or plan design additions or changes to mitigate the cost in excess of 10%.
- b) If the premium rates for the HEA-PPO for the 2017-2018 fiscal year exceeds the rates for the 2016-2017 fiscal year by more than 5%, the contract will be opened, for healthcare only, to negotiate healthcare premium cost

allocations, and/or plan design additions or changes to mitigate the cost in excess of 5%.

Section 2. Dental coverage for the 1989-90 contract year shall remain in effect for the duration of this contract for employees and their dependents.

Section 3. Group term life insurance coverage shall be maintained at the nearest thousand to the employee's salary, including base, longevity and credits only. Supplemental contracts shall not be included in this computation.

Section 4. Employees, required by the Board in the course of their work to drive personal automobiles, shall receive the maximum rate allowed by the Internal Revenue Service. Any increase in this rate for any other employee will similarly be paid thereafter to those covered by this contract.

Section 5. At the time of retirement, an employee shall be entitled to unused sick leave reimbursement according to the following schedule below:

for the first 75 days - \$50 per day;

for the next 75 days (76-150) - \$75 per day

for all days over 150 - \$100 per day

For the purpose of computing reimbursement for unused sick leave, employment at the Harrisburg/Steelton Highspire Technical School prior to July 1, 1985 shall be included.

Section 6. Schedule of Visual Services and Supplies

- Eye Exams 32.00

- Tonometry 10.00

- Lenses, per pair

 Single Vision - 40.00

 Bifocal - 65.00

 Trifocal - 75.00

 Lenticular - 125.00

 Gradient Tint - 12.00

 Frames - 40.00

Contact Lenses, per pair, if prescribed for employee or dependent:

a. where visual acuity is not correctable to 20/70 in the better eye except by the use of contact lenses; or

b. as a requirement following cataract surgery; or

c. when such person is being treated for a condition such as Keratoconus or Anisometropia, and contact lenses are customarily prescribed as a part of the treatment - \$200.00. If otherwise prescribed for you or your dependent - 55.00

Section 7. Payment will be made for all items and/or substances for which a prescription is required which exceeds a deductible amount of \$10.00 for each generic and \$20.00 for each brand prescription and each prescription refill. The co-pay for extended brand prescriptions by mail order shall be \$5.00 for each generic and \$12.00 for each brand prescription and prescription refill. If a brand drug has an equivalent generic drug, the employee must either use the generic drug or pay the difference between the two to obtain the brand drug. The program shall include a coordination of benefits provision.

The current prescription drug co-pays shall be as follows for the remaining term of this agreement:

<u>Retail (30-day Supply)</u>	<u>Mail Order (90-day Supply)</u>
Generic - \$10.00	\$20.00
Formulary Brand - \$35.00	\$70.00
Non-Formulary Brand - \$50.00	\$100.00

Section 8. The District and Association agree to continue the operation of a Fringe Benefits Committee the purpose of which is to continually evaluate employee benefit programs for the purposes of assuring that the quality and the cost efficiency in the procurement of employee fringe benefits are maintained. The Association and District agree to share the cost of an independent and mutually selected consultant whose role it will be to advise both parties regarding fringe benefit options. The parties further agree to jointly approach insurance carriers concerning recommendations of the Fringe Benefits Committee.

The recommendations of the Fringe Benefits Committee, in order to be implemented, must be mutually approved by the District and the Association. The parties recognize, however, that if the Fringe Benefits Committee is unsuccessful in attaining cost savings on a voluntary and cooperative basis, cost effectiveness likely will be pursued via negotiations at the expiration of this agreement.

Section 9. Early Retirement – The District shall offer any District employee who, after 15 (fifteen) years of service to the District, retires with superannuation from either the Pennsylvania School Employees Retirement System (PSERS) or from dual or joint combined service with PSERS and the state employees retirement system, the following special benefits. Superannuation shall mean the following:

1. Age 62 and any years of credited service.
2. Thirty-five (35) years of credited service.
3. Thirty (30) years of credited service and sixty (60) years of age.
4. Any legislative changes providing for a thirty (30) year credited service window.

Sick Leave Reimbursement - Unused sick leave shall be reimbursed at retirement in accordance with Article VIII, Section 13.

Health Care – As long as the retiree is not covered either directly or through his or her spouse by any other health program or plan of any kind, whether public or private, including Medicare, and is under the age of 65, employees who retire on or after June 30, 2016 will be offered the following:

1. enrollment in the health care plan offered active employees at the same annual premium share and spousal surcharge paid by active employees;
2. prescription drug expense benefits as provided District employees;
3. dental expense benefits as provided District employees at the retirees' expense.
4. vision care expense benefits as provided District employees at the retirees' expense.

Notice. Employees must notify the District that they intend to retire on or before April 1 in order to receive the benefits and bonus detailed herein.

Third Party Co-payment. The District shall be entitled, as a co-payment, to any money provided by a third party, such as the Commonwealth, toward the purchase of the foregoing benefits, provided however that such third party co-payment shall be applied to any increases in insurance premiums before requiring any retiree co-payment.

Availability of Benefits From Another Source. In the event that the retired employee is able to procure comparable benefits from another source at a cost less than is being paid by the District and the retired employee, the District shall have the right to opt to purchase the less expensive insurance coverage. The programs shall cover the recipient and their dependents.

Section 10. Benefit Waiver. All opt-out reimbursements will be eliminated as of July 1, 2016. All employees will have the option to enroll in the HEA PPO Plan as incorporated herein during the open enrollment period that will occur prior to July 1, 2016.

ARTICLE X. GRIEVANCE PROCEDURE

Section 1. The parties hereto agree that an orderly and expeditious resolution of grievance arising out of the application and interpretation of the terms of this Agreement shall provide for a four-step process for the disposition of any such grievance which process is set forth as follows:

STEP 1 Any employee who believes that a justifiable complaint has arisen out of the interpretation and application of the terms of this Agreement may, in writing and on a

form provided by the employer, present such grievance to their principal within fifteen (15) workdays of the event giving rise to such grievance. If the same grievance affects two (2) or more employees, such grievance may be instituted by the Association on behalf of such employees. A copy of the grievance will also be filed with the District's Human Resources Office. Before a meeting with or a decision from the principal occurs, the District's Human Resources staff may schedule a discussion with the employee and/or the Association to determine if the formal grievance process can be averted within ten (10) work days. If no resolution is reached then the principal will answer the grievance and the grievance will be processed as listed in this grievance procedure. The principal shall reply in writing to the grievant within ten (10) work days after the presentation of the grievance, or the decision of the Human Resources Office, whichever occurs first.

STEP 2 In the event the grievant is dissatisfied with the determination of the principal, the grievant may, within 10 (ten) work days after receiving the written reply of said principal, submit such grievance to an Executive Administrator/Superintendent designated for this purpose for resolution. Such administrator shall notify the grievant of his/her decision in writing within ten (10) work days after receipt of the grievance.

STEP 3 If the decision of the Executive Administrator/Superintendent fails to resolve the grievance to the satisfaction of the grievant, the grievant shall notify the Executive Administrator/Superintendent in writing within ten (10) work days of the Superintendent's decision that the grievance be submitted to the Board of School Directors at its next official school board meeting.

STEP 4 The Board of School Directors shall notify the party or parties involved of its decision within ten (10) days of such official school board meeting. If the Association is not satisfied with the determination of the Board of School Directors, the grievance shall be referred to binding arbitration by a single arbitrator or a tripartite Board of Arbitrators as may be agreed upon between the parties in accordance with Section 903, Article IX, of the Public Employee Relations Act within ten (10) days of such notification.

Section 2. If any grievant fails to meet the requirements as established in the procedures under Section 1 of this Article, action on the grievance shall be deemed terminated and the last decision made shall be deemed final. If the employer at any step fails to render its decision within the time periods established, the grievant shall be entitled to advance his/her grievance to the next step. The failure to reply shall be deemed a denial.

Section 3. If a grievance affects a group or class of employees working under different principals, the Association may submit such grievance in writing to the Executive Administrator/Superintendent directly and the process of such grievance shall be commenced at Step 2.

Section 4. The arbitrator shall in no way alter, modify, change, amend, add to, or subtract from the provisions of this Agreement.

Section 5. The fees of the arbitrators and all costs incidental to the work of the arbitrators shall be shared equally between the parties.

Section 6. Meetings and/or hearings connected with the grievance process shall not be opened to the public.

Section 7. Any individual employee or group of employees shall have the right to present a grievance and have it adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with terms of this Agreement. The Association must be given an opportunity to be present at any such adjustment.

Section 8. In the event any employment rights need to be determined through the appeal procedure, the Association will make every effort to have the employee elect only to appeal through the provisions of applicable statutes or through the grievance procedures herewith stated in this Agreement, but not both.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1. Nothing contained in this Agreement shall in any way abrogate or diminish the rights of the Board to seek equitable relief in the courts when the Board's opinion is that a strike has occurred. The utilization of the grievance procedure established in this Agreement shall not be considered a prerequisite for such recourse to the Court.

Section 2. During the course of the negotiations for this Agreement, or subsequent thereto, the parties may have met and discussed on matters which may be contained in a Board Policy Handbook. This handbook is not to be considered an addendum, a supplement, nor a separate and independent agreement. Matters contained in this handbook may be changed by the Board at any time and any dispute arising out of the interpretations of matters contained therein shall not be subject to the grievance procedures established in this Agreement.

Section 3. Unless specifically stated otherwise, disputes concerning provisions of applicable laws, regulations and this contract shall be subject to the grievance procedure. The grievance procedure of this Agreement shall not apply to disputes arising over the retention or nonretention of temporary professional employees.

Section 4. Nothing contained in this Agreement shall be so construed or implemented so as to be in derogation of any of the rights, duties or obligations of the parties hereto and inconsistent or in conflict with, or in violation of the provisions of any statute or statutes enacted by a General Assembly of the Commonwealth of Pennsylvania.

Section 5. If any of the provisions of this Agreement or its application thereof shall be held invalid for any reason, such invalidity shall not affect the other provisions or other

application of this Agreement, which can be given affect without the invalid provision of application and to that end, all provisions of this Agreement are deemed to be severable.

Section 6. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or employed during the term of this Agreement. The Association will be provided with one hundred fifty (150) additional copies of this Agreement.

ARTICLE XII EFFECTIVE DATE AND TERMINATION DATE

This Agreement shall go into effect on the 31st day of May, 2016, except where any provision or provisions are specifically given retroactive effect and shall terminate on the 30th day of June, 2018.

Intending to be legally bound hereto, the parties, through their duly authorized representatives, have hereunto set forth their hands and seals this day and year hereinbefore set forth.

ATTEST: HARRISBURG CITY SCHOOL DISTRICT

_____ Carol Kaufmann, Board Secretary	_____ Danielle Robinson, President, Board of School Directors
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ATTEST: HARRISBURG EDUCATION ASSOCIATION

_____ Christine Robbins, Secretary	_____ Jody Barksdale, President
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APPENDIX A – SALARY SCHEDULES

The following salary schedule movement is agreed to by both parties for all HEA Members employed as of May 31, 2016.

2015-2016:

Employees hired to begin their employment during the 2015-2016 school year shall remain on the step on which they were placed upon hire of the current salary schedule. Employees hired prior to the 2015-2016 school year to be employed during the 2014-2015 school year shall be moved one (1) step. Employees hired prior to the 2014-2015 school year to be employed for the 2013-2014 school year and all those years prior, shall be moved two (2) steps, with the exception of employees on Step 15. Employees on Step 15 as of the beginning of the 2015-2016 school year, who were employed at Harrisburg School District prior to the 2014-2015 school year, are to be moved one (1) step to Step 16. Employees on Step 16 as of the beginning of the 2015-2016 school year shall be moved to the new Step 17.

2016-2017:

Employees on Step 1 of the 2015-2016 salary schedule prior to the 2016-2017 school year shall be moved to Step 2, which is the new Step 1. Step 1 was eliminated and the remaining steps were renumbered. No step movement was awarded other than what is noted.

2017-2018:

Those who qualified for two (2) steps in 2015-2016, but were on Step 15 prior to 2015-2016 and whom were given only one (1) step in 2015-2016, shall be moved one additional step and now are on Step 16. No step movement is awarded other than what is noted.

Harrisburg Education Association										
2015-2016										
STEP	B	B+10	B+20	B+30	M	M+10	M+20	M+30	M+40	M+50
1	\$41,769	\$43,053	\$44,337	\$45,621	\$46,905	\$47,898	\$48,892	\$49,885	\$50,878	\$51,872
2	\$41,973	\$43,257	\$44,541	\$45,825	\$47,109	\$48,103	\$49,096	\$50,089	\$51,083	\$52,076
3	\$42,382	\$43,666	\$44,950	\$46,234	\$47,518	\$48,511	\$49,505	\$50,498	\$51,492	\$52,485
4	\$42,995	\$44,279	\$45,563	\$46,847	\$48,131	\$49,124	\$50,118	\$51,111	\$52,105	\$53,098
5	\$43,812	\$45,096	\$46,380	\$47,664	\$48,949	\$49,942	\$50,935	\$51,929	\$52,922	\$53,915
6	\$44,834	\$46,118	\$47,402	\$48,686	\$49,970	\$50,964	\$51,957	\$52,950	\$53,944	\$54,937
7	\$46,060	\$47,344	\$48,628	\$49,912	\$51,196	\$52,190	\$53,183	\$54,177	\$55,170	\$56,163
8	\$47,491	\$48,775	\$50,059	\$51,343	\$52,627	\$53,620	\$54,614	\$55,607	\$56,600	\$57,594
9	\$49,126	\$50,410	\$51,694	\$52,978	\$54,262	\$55,255	\$56,249	\$57,242	\$58,235	\$59,229
10	\$50,965	\$52,249	\$53,533	\$54,817	\$56,101	\$57,094	\$58,088	\$59,081	\$60,075	\$61,068
11	\$53,008	\$54,292	\$55,576	\$56,861	\$58,145	\$59,138	\$60,131	\$61,125	\$62,118	\$63,111
12	\$55,256	\$56,540	\$57,824	\$59,108	\$60,393	\$61,386	\$62,379	\$63,373	\$64,366	\$65,359
13	\$57,709	\$58,993	\$60,277	\$61,561	\$62,845	\$63,838	\$64,832	\$65,825	\$66,818	\$67,812
14	\$60,365	\$61,649	\$62,933	\$64,217	\$65,501	\$66,495	\$67,488	\$68,482	\$69,475	\$70,468
15	\$63,226	\$64,510	\$65,794	\$67,078	\$68,362	\$69,356	\$70,349	\$71,343	\$72,336	\$73,329
16	\$66,292	\$67,576	\$68,860	\$70,144	\$71,428	\$72,421	\$73,415	\$74,408	\$75,401	\$76,395
17	\$67,292	\$68,576	\$69,860	\$71,144	\$72,428	\$73,421	\$74,415	\$75,408	\$76,401	\$77,395

Harrisburg Education Association											
2016-2017											
OLD STEP	NEW STEP	B	B+10	B+20	B+30	M	M+10	M+20	M+30	M+40	M+50
2	1	\$44,102	\$45,386	\$47,123	\$48,408	\$49,691	\$50,092	\$50,493	\$51,486	\$52,480	\$53,473
3	2	\$44,511	\$45,795	\$47,532	\$48,817	\$50,100	\$50,501	\$50,902	\$51,895	\$52,889	\$53,882
4	3	\$45,124	\$46,408	\$48,145	\$49,430	\$50,713	\$51,114	\$51,515	\$52,508	\$53,502	\$54,495
5	4	\$45,941	\$47,225	\$48,962	\$50,247	\$51,531	\$51,932	\$52,332	\$53,326	\$54,319	\$55,312
6	5	\$46,963	\$48,247	\$49,984	\$51,269	\$52,552	\$52,953	\$53,354	\$54,347	\$55,341	\$56,334
7	6	\$48,189	\$49,473	\$51,210	\$52,495	\$53,778	\$54,179	\$54,580	\$55,574	\$56,567	\$57,560
8	7	\$49,620	\$50,904	\$52,641	\$53,926	\$55,209	\$55,610	\$56,011	\$57,004	\$57,997	\$58,991
9	8	\$51,255	\$52,539	\$54,276	\$55,561	\$56,844	\$57,245	\$57,646	\$58,639	\$59,632	\$60,626
10	9	\$52,655	\$53,939	\$55,676	\$56,961	\$58,244	\$58,491	\$59,485	\$60,478	\$61,472	\$62,465
11	10	\$54,405	\$55,689	\$57,426	\$58,711	\$59,994	\$60,535	\$61,528	\$62,522	\$63,515	\$64,508
12	11	\$56,653	\$57,937	\$59,674	\$60,958	\$62,242	\$62,783	\$63,776	\$64,770	\$65,763	\$66,756
13	12	\$59,106	\$60,390	\$61,674	\$62,958	\$64,242	\$65,235	\$66,229	\$67,222	\$68,215	\$69,209
14	13	\$61,762	\$63,046	\$64,330	\$65,614	\$66,898	\$67,892	\$68,885	\$69,879	\$70,872	\$71,865
15	14	\$64,623	\$65,907	\$67,191	\$68,475	\$69,759	\$70,753	\$71,746	\$72,740	\$73,733	\$74,726
16	15	\$67,689	\$68,973	\$70,257	\$71,541	\$72,825	\$73,818	\$74,812	\$75,805	\$76,798	\$77,792
17	16	\$68,689	\$69,973	\$71,257	\$72,541	\$73,825	\$74,818	\$75,812	\$76,805	\$77,798	\$78,792

Harrisburg Education Association										
2017-2018										
STEP	B	B+10	B+20	B+30	M	M+10	M+20	M+30	M+40	M+50
1	\$46,475	\$48,212	\$49,952	\$51,236	\$52,520	\$53,219	\$53,959	\$54,953	\$55,946	\$56,939
2	\$46,884	\$48,621	\$50,361	\$51,645	\$52,929	\$53,627	\$54,368	\$55,362	\$56,355	\$57,348
3	\$47,497	\$49,234	\$50,974	\$52,258	\$53,542	\$54,240	\$54,981	\$55,975	\$56,968	\$57,961
4	\$48,314	\$50,051	\$51,791	\$53,075	\$54,360	\$55,058	\$55,798	\$56,793	\$57,785	\$58,778
5	\$49,336	\$51,073	\$52,813	\$54,097	\$55,381	\$56,080	\$56,820	\$57,814	\$58,807	\$59,800
6	\$50,562	\$52,299	\$54,039	\$55,323	\$56,607	\$57,306	\$58,046	\$59,041	\$60,033	\$61,026
7	\$51,993	\$53,730	\$55,470	\$56,754	\$58,038	\$58,736	\$59,477	\$60,471	\$61,463	\$62,457
8	\$53,628	\$55,365	\$57,105	\$58,389	\$59,673	\$60,371	\$61,112	\$62,106	\$63,098	\$64,092
9	\$55,028	\$56,765	\$58,505	\$59,789	\$61,073	\$62,210	\$62,951	\$63,945	\$64,938	\$65,931
10	\$56,428	\$58,165	\$59,905	\$61,189	\$62,473	\$63,210	\$63,951	\$64,945	\$65,938	\$66,931
11	\$57,828	\$59,565	\$61,305	\$62,589	\$63,873	\$64,410	\$64,951	\$65,945	\$66,938	\$67,931
12	\$60,281	\$61,565	\$63,305	\$64,589	\$65,873	\$66,410	\$67,404	\$68,397	\$69,390	\$70,384
13	\$62,937	\$64,221	\$65,505	\$66,789	\$68,073	\$69,067	\$70,060	\$71,054	\$72,047	\$73,040
14	\$65,798	\$67,082	\$68,366	\$69,650	\$70,934	\$71,928	\$72,921	\$73,915	\$74,908	\$75,901
15	\$68,864	\$70,148	\$71,432	\$72,716	\$74,000	\$74,993	\$75,987	\$76,980	\$77,973	\$78,967
16	\$69,864	\$71,148	\$72,432	\$73,716	\$75,000	\$75,993	\$76,987	\$77,980	\$78,973	\$79,967

APPENDIX B

RULES FOR STEP PLACEMENT EXPERIENCE

This arbitration decision and award shall be a supplement to the May 31, 2016, to June 30, 2018, Collective Bargaining Agreement between the Harrisburg Education Association and the Harrisburg School District. The Experience Chart indicates the year by year adjustments in the salary schedule toward the attainment of a true schedule in the future. A true schedule is one that grants one step for each year of appropriate service. The below listed rules shall determine the appropriate placement of employees on the Experience Chart and hence the salary schedule.

1. Regular Certificated Professional Employees

- A. 105 or more days of service in a school year can be credited as one full year according to the rules below.
- B. Each year of full-time Pennsylvania public or charter school teaching with an appropriate certificate will be counted as a credit for one year.
- C. Each year of full-time teaching in an out of state public school or publicly sponsored chartered school with an appropriate certificate will be counted as a credit for one year.
- D. Each two years of full-time teaching in an in state or out of state private school will be counted as a credit for one year.
- E. Each two years of full-time teaching in an in state or out of state charter school without a valid certificate will be counted as a credit for one year.

2. Other Certificated Professional Employees including Health Service Professionals, and Vocational and Technical Teachers.

- A. All public school, charter school and private school teaching experience will be credited as described in Section 1, above.
- B. Work experience from private sector experience will only be considered for credit when it was at the career or journeyman level and no apprenticeship or internship experience shall be considered.
- C. Each two years of private sector work experience will be counted as credit for one year.

3. Critical Positions that must be filled.

- A. When position in the bargaining unit cannot be filled after a period of 60 or more days, the parties shall meet and agree on a mutually acceptable solution, including a salary not in conformity with the above rules.

4. Effective July 1, 2016 new hires will not be placed on the salary schedule on a step higher than an existing bargaining unit member with the same years of service.

**APPENDIX C-1
SUPPLEMENTAL SALARY SCHEDULE**

TITLE	INDEX	2016-2018
Music		
High School Marching Band Director	9.0	\$4,630
High School Marching Band Assistant Director	5.5	\$2,828
High School Concert/Stage/Jazz Band Director	5.5	\$2,828
High School Concert Band Director	4.0	\$2,057
High School Stage Band Director	4.0	\$2,057
High School Choral Director	5.5	\$2,828
High School Marching Band Front Director	5.5	\$2,828
High School Marching Band Front Asst. Director	4.0	\$2,057
Intermediate School Marching Band Director	5.5	\$2,828
Intermediate School Marching Band Asst. Dir.	4.0	\$2,057
Intermediate School Stage/Concert Band Director	4.0	\$2,057
Intermediate School Orchestra Director	4.0	\$2,057
Intermediate School Choral Director	4.0	\$2,057
Intermediate School Marching Band Front Dir.	4.0	\$2,057
Intermediate School Marching Band Front Asst. Dir.	3.0	\$1,543
NJROTC Drill Team Coach - Interscholastic	6.75	\$3,500
NJROTC Drill Team Assistant Coach - Interscholastic	5.0	\$2,576
NJROTC Parade/Color Guard Director	5.5	\$2,828
NJROTC Parade/Color Guard Asst. Director	4.0	\$2,057
Voices of Joy Choral Director	4.0	\$2,057
Voices of Joy Assistant Choral Director	3.5	\$2,002
High School Band Camp Coordinator	3.5	\$2,002
High School Band Camp Asst. Coordinator (home)	2.0	\$1,036
High School Band Camp Asst. Coordinator (away)	2.5	\$1,286
Inter. School Band Camp Asst. Coord. (home)	2.0	\$1,036
Inter. School Band Camp Asst. Coord. (away)	2.5	\$1,286
Summer Programs		
Summer School Principal	7.5	\$3,862
Summer School Counselor	7.0	\$3,604
Summer School Teacher	6.5	\$3,347
Summer School Nurse	6.5	\$3,347
Summer School Secretary	3.5	\$1,802
Summer School Counselor (all programs)	11.0	\$5,226

		Flat: \$16.13/ hour – Maximum: \$48.39/ session
Summer School Substitute Teacher		
Summer Instrumental Music Instructor	5.5	\$2,828
Summer Registration – Nurse	6.5	\$3,347
Summer Registration-Counselor	6.5	\$3,347
Miscellaneous		
Special Education Facilitator (+20 days)	12.0	\$5,722
Lead Teacher	9.5	\$4,900
Advisor-Friends of Aspira Program	9.5	\$4,900
Advisor-School of Business and Industry	9.0	\$4,630
Chief Counselor-Intermediate School (+10 days)	9.0	\$4,630
Department Supervisor (District) (+5 days)	9.0	\$4,630
High School Scheduling Coordinator	9.0	\$4,630
Music Advisor	9.0	\$4,630
Subject Advisor (District)	9.0	\$4,630
Head Teacher	8.0	\$4,118
Subject Advisor (High School)	6.0	\$3,089
Library Coordinator	6.0	\$3,089
Senior High Activities Advisor-John Harris	6.0	\$3,089
Team Leader-Intermediate School	6.0	\$3,089
After School Secondary Tutor	5.0	\$2,576
Club Advisor	5.0	\$2,576
Alternative Program Site Coordinator	4.0	\$2,057
Senior High Asst. Activities Advisor	4.0	\$2,057
National Honor Society Advisor	4.0	\$2,057
Senior High Student Council Advisor	4.0	\$2,057
Club Advisor-Interscholastic	4.0	\$2,057
NJROTC Academic/Brain Brawl Club Advisor- Interscholastic	4.0	\$2,057
Senior High Yearbook Advisor	4.0	\$2,057
Department Representative	4.0	\$2,057
Drug Free School Building Level Chairperson (John Harris – Harrisburg High School)	4.0	\$2,057
Drug Free School Building Level Chairperson (Intermediate, Foose, Melrose, Camp Curtin)	3.5	\$2,002
Drug Free School Building Level Chairperson (Steele, Ham., Marsh., Down., Linc., Shim., Wood)	3.0	\$1,543
Senior High Class Advisor	3.0	\$1,543
Senior High Newspaper Advisor	3.0	\$1,543
Induction Teacher Mentor	3.0	\$1,543
Senior High Assistant Yearbook Advisor	3.0	\$1,543
Independent Study Advisor	3.0	\$1,543
Club Advisor-Non-Interscholastic & Safety Patrol	1.0	\$516

APPENDIX C-2 SUPPLEMENTAL CONTRACT PAYMENT SCHEDULE

Effective July 1, 1987, all supplemental contracts shall be paid according to the scale listed below. Requests for changes in payment will not be honored.

Activities Directors	-At the fulfillment of the contract.
Choral Director – H.S.	-Add to base salary and prorate over twelve (12) months.
Marching Band Director – H.S.	-Add to base salary and prorate over twelve (12) months.
Concert/Stage/Jazz Band Dir. – H.S.	-Add to base salary and prorate over twelve (12) months.
Choral Director-Inter. School	-Add to base salary and prorate over twelve (12) months.
Orchestra Director-Inter. School	-Add to base salary and prorate over twelve (12) months.
Marching Band Director – H.S.	-Add to base salary and prorate over twelve (12) months.
Stage Band Director-Inter. School	-Add to base salary and prorate over twelve (12) months.
Asst. March Band Dir. – H.S.	-Add to base salary and prorate over twelve (12) months.
Band Front Directors	-Pay ½ in November and ½ in June.
Band Camp Coordinator	-At the fulfillment of the contract.
Band Camp Assistants	-At the fulfillment of the contract.
Cheerleader Camp Staff	-At the fulfillment of the contract.
Subject Advisors	-Add to base salary and prorate over twelve (12) months.
Music Advisor	-Add to base salary and prorate over twelve (12) months.
Department Supervisors	-Add to base salary and prorate over twelve (12) months.
Senior High Scheduling Coordinator	-At the fulfillment of the contract.
Team Leaders	-Add to base salary and prorate over twelve (12) months.
Alternative Program Coordinator	-Add to base salary and prorate over twelve (12) months.
Chief Counselors-Inter. School	-Add to base salary and prorate over twelve (12) months.
Class Advisors-High School	-At the fulfillment of the contract.
Advisors (clubs, etc. . . .)	-At the fulfillment of the contract.
Department Rep. – Inter. School	-Add to base salary and prorate over twelve (12) months.
Library Coordinator	-Add to base salary and prorate over twelve (12) months.
Summer Registration	-Bi-weekly
Summer School	-Bi-weekly
Induction Teacher Mentor	-Add to base salary and prorate over twelve (12) months.
After School Secondary Teacher	-Add to base salary and prorate over twelve (12) months.
Summer Instrumental Music School	-Bi-weekly
Site Coordinator – Unified Sports	-Add to base salary and prorate over twelve (12) months.
Friends of ASPIRA	-Pay ½ in December & ½ in June
Voices of Joy	-At the fulfillment of the contract.

APPENDIX D BENEFIT PLAN DESIGN

School District of the City of Harrisburg High Option

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital

Benefit	In Network	Out of Network
General Provisions		
Benefit Period(1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$250	\$1,000
Family	\$500	\$2,000
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	none	\$3,000
Family	none	\$6,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$6,350	not applicable
Family	\$12,700	not applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits	100% after \$20 copay One copay per provider per date of service	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$20 copay One copay per provider per date of service	80% after deductible
Specialist Office & Virtual Visit	100% after \$20 copay One copay per provider per date of service	80% after deductible
Virtual Visit Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$20 copay One copay per provider per date of service	80% after deductible
Telemedicine Services (3)	100% after \$20 copay	not covered
Preventive Care (4)		
Routine Adult		
Physical Exams	100% (deductible does not apply)	80% after deductible
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Colorectal Cancer Screening	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exam	100% (deductible does not apply)	80% (deductible does not apply)
Routine Pap Smear	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	80% after deductible
Mammograms, Medically Necessary	100% (deductible does not apply)	80% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric		
Physical Exams	100% (deductible does not apply)	80% after deductible
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Emergency Services		
Emergency Room Services	100% after \$200 copay (waived if admitted)	
Ambulance – Emergency	100% no deductible	
Ambulance – Non-Emergency	100% after deductible	80% after deductible
Hospital and Medical / Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible
	Benefit maximum of 365 days, per admission/ 2 pint blood deductible	
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible

Benefit	In Network	Out of Network
Medical Care (including inpatient visits and consultations)	100% after deductible	80% after deductible
Surgical Expenses	100% after deductible	80% after deductible
Therapy and Rehabilitation Services		
Physical Medicine	100% after \$20 copay One copay per provider per date of service	80% after deductible
	limit: 12 visits/benefit period	
Respiratory Therapy	100% after deductible	80% after deductible
Speech Therapy	100% after \$20 copay One copay per provider per date of service	80% after deductible
	limit: 12 visits/benefit period	
Occupational Therapy	100% after \$20 copay One copay per provider per date of service	80% after deductible
	limit: 12 visits/benefit period	
Spinal Manipulations	100% after \$20 copay One copay per provider per date of service	80% after deductible
	limit: 12 visits/benefit period	
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Mental Health / Substance Abuse		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after deductible	80% after deductible
Outpatient Substance Abuse Services (includes virtual behavioral health visits)	100% after deductible	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Autism Spectrum Disorder Including Applied Behavior Analysis (5)	100% after deductible	80% after deductible
	\$36,000/benefit period	
Assisted Fertilization Procedures	not covered	not covered
Dental Services Related to Accidental Injury	not covered	not covered
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (6)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible benefit
	Limit: 240 hours/benefit period	
Skilled Nursing Facility Care	100% after deductible	80% after deductible
	Unlimited	
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements (7)	Yes	Yes
Prescription Drugs		
Prescription Drug Deductible		
Individual		none
Family		none
Prescription Drug Program (8)		
Hard Mandatory Generic		Retail Drugs (30-day Supply)
Defined by the National Plus Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.		\$10 formulary/non-formulary generic copay
		\$35 formulary brand copay
		\$50 non-formulary brand copay
Your plan uses the Comprehensive Formulary with an Incentive Benefit Design		Maintenance Drugs through Mail Order (90-day Supply)
		\$20 formulary/non-formulary generic copay
		\$70 formulary brand copay
		\$100 non-formulary brand copay

Questions? Call 1-800-345-3806
Or visit Highmark website at www.highmarkblueshield.com

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

(1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.

(2) Not Applicable

(3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health/Substance Abuse benefit.

(4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply). Gender, age and frequency limits may apply.

(5) Coverage for eligible members to age 21. Services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits. If the ASD benefit period dollar maximum applies, only non-essential health benefits will accumulate.

(6) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.

(7) Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.

(8) The formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above. Under the hard mandatory generic provision, you are responsible for the payment differential when a generic drug is available and you or your provider specifies a brand name drug. Your payment is the price difference between the brand name drug and the generic drug in addition to the brand name drug copayment or coinsurance amounts, which may apply.

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