

STEELTON-HIGHSPIRE SCHOOL DISTRICT
and
STEELTON-HIGHSPIRE EDUCATION ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

July 1, 2018 through June 30, 2022

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ARTICLE I

Recognition, Purpose and Distribution

A. Recognition

The Steelton-Highspire Education Association is hereby recognized by the Steelton-Highspire School District as the bargaining agent for all REGULAR PROFESSIONAL EMPLOYEES, EXCLUDING SUPERVISORS, FIRST LEVEL SUPERVISORS AND CONFIDENTIAL EMPLOYEES properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees. Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

B. Maintenance of Membership

In accordance with the Pennsylvania Public Employee Relations Act (Act 195), all employees who are presently members of the bargaining agent shall be subject to the "maintenance of membership" provisions as defined in Article III, subsection (18) of the Pennsylvania Public Employee Relations Act (Act 195).

C. Distribution

Copies of the Agreement shall be reproduced within thirty (30) days after the Agreement is signed and presented to all professional employees. All new employees shall receive a copy of this Agreement at the time they are employed.

D. Fair Share

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. The School District and the Association agree to comply with all the provisions of the said law, and the Association agrees to extend, to all non-members, the opportunity to join the Association.

The Association shall indemnify and hold the School District harmless against any and all claims, suits, orders or judgments brought or issued against the School District as a result of the action taken or not taken by the School District under the provisions of this Article.

The Association will defend the District in any such lawsuit at the expense of PSEA and through an attorney of its selection.

ARTICLE II Leaves of Absence

- A. **Family and Medical Leave** – See Appendix A
- B. **Compensated Professional Leave** – See Appendix B
- C. **Uncompensated Leave** – See Appendix C
- D. **Bereavement**

Immediate Family - An employee absent from duty because of the death of a member of the immediate family shall be entitled to five (5) school days of leave with pay for such reason. Members of the immediate family shall be defined as the father, mother, brother (step-brother), sister (step-sister), son (step-son), daughter (step-daughter), husband, wife, parent-in-law, step-parent or near relative of said employee who resided in the same household of said employee or any person with whom said employee has made his/her home or any other near relative for whom the employee is responsible for handling the funeral arrangements provided that such leave is contiguous with the day of the funeral. Except that said employee is entitled to three (3) school days leave because of the death of a grandchild, grandparent, son-in-law, daughter-in-law, or step-parent-in-law.

Near-Relative - An employee absent from duty because of the death of a near relative of said employee shall be entitled to one (1) school day of leave on the day of the funeral of said near relative. Near relative shall be defined as a cousin, aunt, uncle, niece, nephew, corresponding in-laws as well as great grandparent, great grandparent-in-law, brother-in-law, sister-in-law, grandfather-in-law or grandmother-in-law.

An additional day of leave shall be granted in the event the employee must travel one hundred fifty (150) miles or more, one way, in order to attend the funeral of a near relative as defined above.

Immediate Family:	Days
Father	5
Mother	5
Brother (step)	5
Sister (step)	5
Son (step)	5
Daughter (step)	5
Husband	5
Wife	5
Parent-in-Law	5
Step-Parent	5
Near Relative (same household)	5

Immediate Family:	Days
Grandchild	3
Grandparent	3
Son-in Law	3
Daughter-in-Law	3
Step-Parent- in-Law	3

Near Relative of said employee:	Days
Cousin	1
Aunt	1
Uncle	1
Niece	1
Nephew	1
Corresponding In-Laws	1
Great Grandparent	1
Brother-in-Law	1
Sister-in-Law	1
Grandfather-in-Law	1
Grandmother-in-Law	1

E. Illness and Injury

An employee who is prevented by illness (which shall include disability resulting from pregnancy) or accidental injury from fulfilling his or her professional responsibilities shall receive as pay for each day of absence, up to ten (10) days in the school year in which the illness or accidental injury occurs, the same wage payments said employee would have received had said employee actually performed his or her duties during said period.

The District may request the employee to provide a doctor's certificate for absences from work claimed due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, the District may request a doctor's certificate where the District has reason to believe that the employee is abusing the sick leave privilege.

Sick Leave may be taken in half (1/2) day increments for health related appointments or procedures. An employee must give the building principal as much notice as possible that she/he intends to use a half (1/2) day of sick leave. It is agreed between the parties that the notice of intended use does not require the employee to divulge a medical condition, although it may be necessary to identify her/his health care provider.

Any unused portion of the aforesaid ten (10) day absence period may be accumulated in the Board's School District from year to year. Such absence time with pay as may have been accumulated in the Board's School District may be applied in any one or more subsequent school years in the event the employee is prevented by illness or accidental injury from following his or her occupation. Accumulated sick leave from other districts may be transferred into the Board's School District as provided in the Pennsylvania Public School Code of 1949, as amended. Should greater than twenty five (25) sick days be transferred to the School District, upon PSERS retirement or District dismissal, only the

balance of the minimum of twenty-five (25) and those accrued during the employee's tenure in the District may be used for reimbursement purposes.

In case of accidental injury while on the job, the employee will be paid for sick leave up to maximum accumulation. However, he or she may elect to receive Workmen's Compensation payments in lieu of sick leave for the duration of the injury, but he or she may not receive both sick leave and Workmen's Compensation at the same time. In the event, if the disability extends beyond accumulated sick leave, then he or she shall apply for payments provided by Workmen's Compensation carrier. A professional employee shall not lose any sick leave days or salary because of an injury resulting from an assault by a student, if the employee acted in a proper professional manner as determined by a committee composed of one (1) member of the Association, one (1) administrator, and one (1) board member.

Employees having exhausted their accumulated sick leave shall not be granted days off without pay except as expressly permitted by the superintendent in response to an employee's request for such days, except as permitted by the Family and Medical Leave Act in accordance with applicable District policies. An employee may be subject to progressive disciplinary action for absences not covered by paid leave or FMLA.

F. Family Sick Days

Up to five (5) days of the employee's ten (10) day allotment of annual sick leave may be used for family illness(es). These days will not be accumulated from year to year. Immediate family is defined as family members residing within the employee's household, including an elderly parent or child living outside the home.

G. Sick Leave Bank – See Appendix D (add new language and MOU)

H. Personal Days

All teachers will be allowed two (2) days personal leave per year at their own discretion with prior approval of request submitted at least three (3) days in advance. Leave will be granted provided that no more than 10% of the professional staff per building is on leave on any one day. Personal leave days may be accumulated to a maximum of five (5) days, three (3) of which may be carried over to a new school year. Employees who have completed twelve (12) years of service with the District will be allowed three (3) personal leave days per year.

Employees shall be reimbursed at the daily substitute rate for unused personal days. Employees shall be canvassed regarding their election option during the second semester of each year.

No more than the equivalent of one (1) personal leave day will be granted on a half-day basis each year. Any remaining half-day increment may be carried over to a new school year, up to three (3) days maximum. Except in emergency situations, personal days may not be scheduled on a planned staff development day.

Personal leave may not be taken during the first or last five instructional days without

approval granted by the Superintendent. Such approval shall not be unreasonably withheld.

Only those employees identified as the Club Advisor or responsible party may accompany students on field trips without being required to use Personal Leave. All other employees must request Personal Leave as provided in this Section.

I. Childrearing Leave – See Appendix E

J. Jury Duty

Professional employees regularly employed shall be protected against loss of pay occasioned by jury/witness duty in accordance with the following provision. Employees who are called to jury duty or who are subpoenaed to give testimony as a witness before a legally established judicial or administrative tribunal will be granted paid leave for such purpose.

During such leave, the employee shall be considered as being in a regular daily attendance and shall suffer no loss of salary, benefits, etc. as a result of such leave. During this leave, the District will pay the difference between any fees paid the employee and his/her regular daily salary. The employee is entitled to keep any reimbursement for mileage. Any employee who is a party to litigation causing his/her absence from work shall not be eligible for paid leave under this provision.

ARTICLE III

Hours of Work and Other Conditions of Employment

A. School Calendar

In matters that pertain to the school calendar, the school calendar will be board approved no later than the last board meeting in March of each year. The calendar will include all PDE requirements. The Association shall be consulted, but the final decision shall rest with the Administration and the Board of School Directors.

B. Teaching Assignments

The Board acknowledges that a smaller class size is correspondingly beneficial to student learning and achievement, and to that end will make reasonable effort to keep primary grades (K-3) classes as small as possible.

The classroom teacher may request the principal review her/his class size when, in the teacher's opinion, the number of students, or mix of students requiring special attention, is sufficient to be detrimental to student learning.

All teachers shall be notified of their tentative grade-level assignment not later than June 1 of each academic year. It is understood that administration reserves the right to adjust teacher assignments based upon student programmatic, organizational, and/or enrollment changes.

C. Work Hours

The teachers' workday for both elementary and secondary personnel shall not exceed seven (7) hours and thirty (30) minutes except as stated in Section E - professional development/faculty meetings, of this Article.

The start and end times of the following school year shall be set by June 1 in the End of the Year Assignment letter. Secondary will not start any earlier than 7:00 a.m. Elementary will not end any later than 3:45 p.m.

D. Parent/Teacher Conferences

The school calendar will include four (4) parent/teacher conference days, scheduled in two day blocks. The first day of conferences for each block will be a half (1/2) day student day. Following a thirty (30) minute lunch, conferences will continue until 3:00 pm for secondary school employees and 3:30 pm for elementary employees.

The second day of conferences, a staff day, will run from 12:00-8:00 p.m. A sixty (60) minute dinner shall be built into the evening schedule from 4:00-5:00 p.m.

E. Professional Development/Faculty Meetings

Monthly Professional Development/Faculty Meetings will be held one (1) time per month during an approved Act 80 staff in-service day.

For the life of this Agreement, the school year shall be 188 professional workdays. This includes 182 student days (one student day will be used as the first snow day in the event school is cancelled, and a second student day will be used as the second snow day in the event that school is cancelled), five (5) staff days plus the equivalent of no more than one (1) day (7.5 hours) to participate in an administratively approved building or district-wide professional committee. Teachers will also be required to participate in their respective "Back to School Night" or equivalent activity to which building they are assigned. If teachers are assigned to both buildings, they are only responsible for attending one (1) "Back to School Night" or equivalent activity and will coordinate with both of their respective supervisors.

In the event scheduled professional development meetings are cancelled during the regular academic year due to the unscheduled closure or cancellation of school, the District may reschedule the professional development meetings within a reasonable period of time following the cancellation not to exceed two (2) weeks or as agreed upon by the Association.

All employees with less than one full academic year of service with the District shall be required to attend the District Induction Program that convenes two (2) days prior to the instructional year and nine (9) monthly meetings thereafter. Consideration of part-time employees work schedules will be given in determination of their monthly meetings. These two days and additional monthly meetings shall be in addition to the 188 days scheduled for professional employees.

F. Planning Time

The Board will provide every professional employee a minimum of forty (40) minutes each day, or the equivalent thereof within a work week, of personal planning time released from student contact, to organize and plan performance of their professional duties. Such time shall be used for planning lessons, parent phone calls, observation conferences (unless the teacher and principal agree to meet at another time), or teacher initiated meetings with parents or administrator.

Individualized Educational Plan (IEP) meetings, and/or parent meetings, should generally be scheduled before the student day begins or at the end of the student day. In the event such meetings cannot be scheduled at these times, and it is determined that the only time for such a meeting would be during the teachers planning time, the case manager will give the teacher notice that the intended meeting will be scheduled during her/his planning time.

All special education teachers shall be released from their regular teaching duties for a total of three (3) days to be used for the purpose of writing IEPs/conferencing IEPs. The three (3) days will be divided up into 6 (six) half days throughout the school year at the teacher's discretion. No more than two teachers may take days on the same date. Every effort will be made to use a single date for two teachers.

G. Lunch Period

Each employee shall be entitled to a lunch period of thirty (30) consecutive minutes each school day, which shall be free of and uninterrupted by supervisory or other duties.

H. Sign In and Sign Out

All employees subject to this Agreement will be required to sign in and out when they leave the building during lunch periods and unassigned periods. Administrative permission must be given prior to leaving the building during the school day.

I. Professional Conference Days

Each professional employee is eligible to apply for one (1) day of professional leave each school year, subject to the approval of the Superintendent. Such leave shall not be unreasonably denied if the professional conference day is in the employee's area of certification. Additional days of professional leave may be awarded at the discretion of the Superintendent. Requests for professional conference days shall be submitted on the appropriate application form provided by the School District.

J. Part-Time Employees

The Employer may employ part-time Employees. The wages and working conditions of such part-time Employees shall be determined pursuant to the procedure permitted by the Pennsylvania Public School Code of 1949, as amended.

Regularly employed part-time Employees shall have their wages, tuition reimbursement, personal leave, sick leave, and benefits pro-rated so they have the same proportional relationship to a full-time Employee's wages as the working hours of their part-time employment bears to the working hours of a full-time Employee.

All part-time Employees shall have planning time and IEP release time proportionally appropriate for a part-time Employee.

For the purposes of this Agreement, a part-time Employee is defined as one who is hired by the Employer with the specific designation of a part-time Employee.

ARTICLE IV

Association Rights

A. Association Meeting Parameters

The Association and its representatives shall be allowed the use of school buildings for local Association meetings before and/or after school hours so long as the Principal of the building is notified in writing three (3) days in advance of the requested meeting date and said date does not interfere with previously scheduled activities.

B. Use of School Facilities and Equipment

The Association shall have use of bulletin boards in all faculty rooms, the use of interschool mail facilities, and the use of school mail boxes. The Association shall be allowed the use of all office equipment (computers, copying equipment, etc.) for the Association business provided it is done before or after school hours and that the Building Principal is notified so that an accurate record may be kept of all supplies used so that the Association can be properly billed for materials used.

The School District also agrees to provide an area for the placement of a filing cabinet for storage of the Bargaining Unit's records. The Association shall have the right to make announcements over the public address system in all schools when the principal thinks it appropriate.

C. Information Release

The Employer agrees to furnish to the Association public record relating to financial and personnel data necessary to assist in developing recommendations and proposals for negotiations and processing grievances. The Secretary of the School District shall be given sufficient notice of the desire to exercise such rights.

D. Agenda Placement

The Association shall be allowed a place on the agenda of the first general meeting of all teachers at the opening of school. The Association shall be allowed a place on the agenda of any orientation programs for new teachers.

E. Communications

The Administration shall have the responsibility to inform all teachers of assemblies and special programs which will interfere with the plans in the lesson book, one week in advance of the occurrence of such programs, if possible.

F. Policy and Regulation Duplication

The Association is authorized to make as many copies of the Policies and Administrative Regulations as they desire or deem necessary.

G. Dues Deduction

The School District will make payroll dues deductions for the Association. Deductions will be made in thirteen (13) equal pays beginning with the second pay in the month of October on all persons who are members on October 1 of the year and who deliver written authorization for payroll deduction by October 1 to the School Board Secretary. This authorization shall be valid each school year of this Agreement.

H. Association Days

The Board shall permit the President of the Association or his/her designee a total not exceeding five (5) work scheduled days with pay per year to carry out Association business. A maximum of two Association designates may take Association leave on the same day. In the event the District must employ a substitute teacher to replace an employee on Association leave, the cost of said replacement shall be reimbursed to the District by the Association. A request for absence form with attached session/seminar must be submitted for approval by the Superintendent.

I. Release Time

The District shall, whenever practical, make an effort to provide release time equivalent to two class periods per week to the President of the Association for performance of Association business. The President shall suffer no loss of wages, benefits, or other contractual advantages as a result of this.

ARTICLE V

Professional Employee Rights and Responsibilities

A. Grades

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students. No grades or evaluations shall be changed without consultation with the teacher. Any changes made to student's grades or evaluations shall be signed by the administrator making said change/s. When a student's failure, as recorded by the teacher, is overruled by an administrator, such action by the administrator shall be noted and signed by the administrator, after review by the Superintendent, or his/her designee. Teacher grades will be updated every Friday by 4:00 p.m.

B. Lesson Plans

Lesson plans shall be available online in the building share folder or whatever similar format is provided, and shall be kept one (1) week in advance of the current lesson.

C. Student Disciplinary Procedure

Building administrators and faculty representatives will meet to develop a student discipline procedure. Such procedure will be the result of mutual agreement between the parties. Each professional employee will be given a copy of the procedures at the beginning of the school year.

The administration will support the employees in following District disciplinary policies regarding students whose actions present safety concerns for the health and welfare of other students and employees.

D. Representation Clause

Every professional employee shall have the right to have an Association representative present when asked to meet with the Board or any member of the Administrative staff.

Legal assistance will be provided by the District if a professional employee is attacked by a parent, student, or others who are not employees of the District if they are not defended by their own professional organization and the incident is school related and the employee was acting in accordance with clearly defined School District policies and procedures.

E. Job Security and Job Progression

The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with the various classes of employees. The parties hereby aver that such provisions of the School Code represent their complete agreement exclusive of those matters expressly set forth herein and that said provisions shall govern the manner in which the job security, job progression, and reduction in force practices shall be effected with respect to members of the bargaining unit.

ARTICLE VI

Employment Security and Grievance Procedure

A. Seniority

Temporary professional employees have no seniority rights under section 1125.1 of the School Code. Seniority rights do not commence until the employee has acquired professional employee status and proper certification. Years spent in the military during time of war must be added to years served as a teacher for purposes of calculating seniority.

Seniority shall begin from the point of original hiring. Seniority shall be considered to be the total length of service in the School District but shall be considered broken in the event of voluntary termination or separation from the District. Seniority shall be district-wide including Jointures or Consolidations. Seniority shall not be dependent upon the area of certification being taught except where people are not certified to teach in other areas. Seniority shall accrue to a teacher according to years of service in any and all areas of his/her certification.

Seniority shall be determined on the basis of school year. An employee who works more than the normal school year shall not be considered to have accumulated more seniority than an employee who works for the normal year.

Should there be more than one employee with the exact number of days of seniority, the individual(s) to be furloughed shall be determined by a random selection process (lottery) administered by the Superintendent or his/her designee and the President of the Association or his/her designee. The employee shall be given the opportunity of observing the random selection (lottery) process. The first name drawn shall be considered the most senior.

During the term of this Agreement any furlough that occurs shall be in accordance with the provisions covering such actions in the Pennsylvania School Code.

B. Criticism

Any adverse criticism of a bargaining unit member by a supervisor, administrator, fellow bargaining unit member, or Board member shall be made in confidence and never in the presence of students, parents, or other public gathering. This type of criticism may not be made against any other member of the bargaining unit or against administrators or Board members.

C. Discharge, Discipline, Reprimand

The School District may suspend, discharge, discipline, reprimand, reduce in rank or compensation, transfer, deprive of any professional advantage and give an adverse evaluation of professional service to any member of the bargaining unit so long as it does so with just cause within the parameters of current legislation and regulations.

D. Reduction in Force

During the term of this Agreement, any reduction of the work force that occurs shall be according to the provisions covering such actions in the Pennsylvania School Code and shall be carried out using attrition whenever possible. When it is necessary to furlough an employee, it will be affected by reverse order of seniority within the field of certification. Employees who are furloughed shall be recalled in reverse order of furlough.

E. Postings

When permanent teaching positions and those positions enumerated in Schedule A become available, school employees shall be notified and shall have the first opportunity to interview for these positions. When two (2) or more current employees apply for the same position, the position shall be awarded to the teacher with the level of expertise of demonstrated effectiveness that matches the needs of the student. If it is determined by administration that no internal candidates meet the needs of the students for the position, then the district may interview external candidates to fill the vacancy. The Board shall post vacancies for not less than ten (10) workdays. There shall be prompt posting in building and District offices, on faculty bulletin boards, and on the District web site. Notice of vacancies during a summer vacation period shall be given by email as soon as they occur.

F. Summer School

Participation in the summer school program shall be voluntary. All positions in the program shall be opened to employees in the bargaining unit before they are opened to persons outside the unit. The positions shall be posted and awarded to the most qualified applicants.

G. Personnel Files

Each employee shall have the right to review the contents of his/her file, upon reasonable notice. It is understood that pre-employment confidential materials can be removed by the Superintendent of Schools.

Each employee shall be notified by the custodian of the employee's personnel file as to the addition or deletion of any materials to such file.

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless 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 indicated agreement with the contents thereof. The employee shall also have the right to subject a written answer to such material and this answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. In the event that an employee shall refuse to sign, an administrator and/or witnesses may affix a statement to that effect with/on the document.

H. Grievance Procedures

The parties to this Agreement agree that an orderly and expeditious resolution of grievance arising out of the interpretation of the terms of the Agreement shall provide for a step process which is described in the following paragraphs and the table attached hereto:

Step 1 - The person, or persons initiating the alleged grievance, shall present the grievance orally to the building principal, who shall reply orally within three (3) school days of the presentation of the grievance.

Step 2 - If the action in Step 1 fails to resolve the grievance, the person or persons initiating the alleged grievance shall present the grievance, in writing to the building principal within three (3) school days after the oral reply in Step 1. The grievance must state the facts of the case. Either party shall have the right to request a conference. The conference shall be conducted within five (5) school days after the grievance is filed. The building principal will serve an answer in writing to the employee within three (3) school days of the receipt of the grievance, or if a conference is requested, within three (3) school days after the conclusion of the conference.

Step 3 - If the action in Step 2 fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred, in writing, to the Superintendent within five (5) school days from the receipt of the Step 2 written reply. Upon request of either party, a conference shall be conducted within five (5) school days after the receipt of the appeal.

The Superintendent will serve an answer, in writing, within five (5) school days after receipt of the appeal, or, if a conference is requested, within five (5) school days after the conclusion of the conference.

Step 4 - If the action in Step 3 fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred by either party to the Board of Education for study, and a decision shall be announced at the next regularly scheduled meeting of the Board of Education.

Step 5 - If the action in Step 4 fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred to binding arbitration by either the District or Association as provided in Section 903 of the Act. The arbitrator shall be chosen from a list provided by the Pennsylvania Bureau of Mediation or American Arbitration Association. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of Education in Step 4 will be final.

Where a grievance is presented within the last two (2) weeks prior to the close of school, the procedure shall be accelerated. No grievance shall be initiated for adjudication of this procedure after two (2) weeks from the occurrence thereof. The Association may initiate a grievance. The grievant has the right to be represented at all stages of the grievance procedure by a person selected or approved by the Association. No reprisals of any kind shall be taken by the employer or any agent thereof against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure. There shall be no settlement without Association approval. If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance in writing directly to the superintendent.

ARTICLE VII

Early Retirement Incentive

A. Unused Sick Leave

Each professional employee, who has been employed by the District for fifteen (15) consecutive years at the time of retirement or termination, shall be reimbursed at a rate of one-half the casual substitute per diem rate for each day of sick leave and personal leave they have credited to them when service concludes. Compensation for unused time shall not be awarded should termination be the result of employee disciplinary action. Compensation shall not exceed nine thousand dollars (\$9,000) during the term of the Agreement.

The total amount payable to a qualified employee may be deposited in a 403 (b) account in the name of the affected employee, or such other financial vehicle as may be allowed by the Internal Revenue Service.

In the event of the death of the employee prior to retirement or termination, any compensation for which the employee would have been entitled as enumerated above shall be paid to the estate of said employee.

B. Retiree Medical Insurance

To the extent permitted by law, applicable governmental regulations and agencies, fulltime employees in active service, having completed twenty-five (25) years of service in public education, who have been employed in the Board's School District for at least fifteen (15) years, who shall become eligible for retirement as defined in the Public School Employees Retirement Code, and who notify the Board in writing of their intent to retire on or before February 1, except in the case of serious illness or injury, of their final academic year, shall receive employee-only medical insurance as provided to active employees (Highmark Traditional/MM/PPO) for up to four (4) years immediately after retirement. The retiree will be responsible for twenty-five percent (25%) of the premium cost, to be paid bi-annually in July and January of each insurance year.

The retiree will remain eligible until such time as he/she becomes eligible for Medicare, or its alternative/substitute government-sponsored plan/benefit, provided the retiree is not eligible for coverage under another medical plan. At the time of retirement, the employee must also state whether they are electing additional coverage under Article IX, Section G.

C. Additional Circumstances

The parties agree that circumstances may arise during the life of this Agreement wherein it may be mutually beneficial to provide an additional benefit to retiring employees. Such an agreement would be entered into on a year-by-year basis and would not be precedent setting nor serve as consideration for Past Practice.

It is clearly understood that such an agreement will not be entered into for the purpose of discriminating against or the promotion of any individual or group of individuals.

D. Post Retirement Benefit Account

The District will provide a 403(b), or 403(b)(7), account to each employee, and will deposit into said account, on behalf of each employee, upon her/his retirement from the District, the full amount of compensation due the employee for unused sick leave, and/or early retirement incentive.

ARTICLE VIII

Salary

A. Wage and Salary Provisions

1. The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in Schedule B, made part of this Agreement, and the schedule of wages and salaries set forth in Schedule B shall be the schedule which shall remain in force for the period of this Agreement.
2. In the event that the term of this Agreement shall be extended as provided in Article XII, Paragraph D., and in the event that such mutually agreed upon changes result as a condition of such an extension then a revised Schedule B shall be executed by the parties and attached to and made part of this Agreement.
3. The parties agree that work performed beyond the contractual work year at the request of the employer will be compensated at the individual's per diem hourly rate, except where the rate of compensation is stipulated elsewhere in this Agreement.
4. In order to make a lateral move on the salary scale, you must submit your degree, transcript or letter stating completion of coursework to the administration office by August 1 in order for it to reflect on your pay starting in the new school year. If you submit it by January 15, it will be reflected on your 14th paycheck. Mid-year lateral moves will be prorated.

B. Service Increment

No service increment shall be earned after the 1990-91 school year and the increment earned to that point shall be frozen and shall be paid to the individuals currently receiving the increment on an annual basis.

C. Department Heads/Grade-Level Coordinators

Grade level coordinator salaries shall be \$500 per school year. Department Head salaries shall be \$750 per school year. A department head shall be named for each department of three or more teachers when the Board feels there is a need for a department head.

D. Cafeteria Supervision

The compensation for cafeteria supervision in the high school and at the elementary school shall be \$8 per one-half hour if the cafeteria assignment is in lieu of a duty free lunch. Those employees assigned cafeteria supervision in the elementary building will alternate, at the beginning of the second semester, said assignment with those employees assigned recess duty. Cafeteria duty shall be understood to mean moving around the cafeteria supervising students and not sitting at the teacher table.

E. Extra-Curricular Activities

The Board shall pay professional employees for extra-curricular activities as provided in Schedule A attached. (add revised schedule)

F. Direct Deposit

Employees are required to notify the business office of the financial institution into which their pay will be direct deposited not later than July 1st of each school year.

Employees may make changes to their 403b participation twice each year as indicated here. The changes will be effective the first pay in April and the first pay of the new school year. Notification must be made to the business office at least 30 days in advance of the change. The total number of 403b providers will be increased to a total of five (5). A minimum of three (3) employees must request that a provider/403b program be considered for addition to the Steelton-Highspire School District 403b participation providers list before it will be added to the list.

G. Other Teaching Assignments

The District shall pay professional employees for detention hall at the rate of \$22 per hour, and summer school, instruction in the home, homebound instruction, and in home alternative education at the rate of \$25 per hour (Alternative School class size will follow State guidelines). Class coverage will be paid at the rate of \$10 per period for covering a class for a teacher who must leave their assignment unexpectedly. Class coverage for Elementary and Jr. High/Middle School employees will be compensated at the daily substitute rate per day divided among the employees assigned responsibility for the affected students.

When asked to cover a class for another teacher in lieu of a planning time, employees will be compensated at twenty dollars (\$20) per period covered. To be eligible for such compensation, the teacher shall follow the lesson plan(s) provided in the shared-folders for the class or those plans provided by the regular classroom teacher.

H. Reimbursable Committee/Staff Work

The District will reimburse for work beyond the normal contract workday/work year. Examples of reimbursable projects would include:

1. When teachers work at the discretion of the administration on curriculum writing or related curriculum work such as interdisciplinary projects, State Standards, etc., whether as a group or individually, they will be paid \$22 per hour for all satisfactorily completed work. Payment will only be made for that work which is completed beyond the contractual workday/work year.

2. Awarding of Act 48 credit shall be in accordance with PDE regulations.

I. Induction

Salary shall be set at \$250 for the life of the contract for teachers acting as mentors for each newly hired employee.

ARTICLE IX

Other Professional Employee Benefits

A. General Coverage

Subject to the terms and conditions set forth in this article, the District shall pay the premium or other costs specifically identified in advance by the parties hereto on behalf of each currently employed professional employee. Each employee will select from a menu of medical coverage options. Each employee will pay twelve percent (12%) of the premium associated with the option of their choice.

Should the District regularly employ a professional employee less than full time, that employee shall have premiums paid by the District in relation to that person's part-time employment to full-time employment provided, however, that the employee pay to the District the difference in group premiums for each coverage chosen by the employee.

B. Health Insurance

When both spouses are employees of the District, such employees may elect individual single coverage, or when both spouses are employees of the District, one spouse may elect family coverage which would treat the other spouse as a dependent, and, in the event of such election, would preclude the "dependent spouse" from electing their own single coverage. In the event the spouse of a District employee is provided health insurance through their employer, and the spouse's employer is not SHSD, said spouse is not eligible for inclusion in the SHSD provided health insurance plan.

District employees constrained by the spousal limitation, as described herein, must be given the opportunity to include their spouse in the event the spouse experiences a complete loss of health insurance, a significant deterioration of plan benefits, or the premium share paid by the employee's spouse to their employer increases by \$250 per month in the 2016-2017 school year or \$300 per month in the 2017-2018 school year. Any of these events would immediately trigger action by the District to include the spouse in the employee's health insurance plan.

During the term of this Agreement, employees shall also have the option of electing to waive medical insurance coverage provided hereunder. If the employee elects to waive medical insurance coverage provided hereunder, he/she shall be paid a sum of two thousand dollars (\$2,000) each year or fraction thereof when the employee elects no medical insurance coverage. Payment shall be made in a lump sum payable on or before the first pay in December of each year. This provision is intended to be in accordance with the provisions of Section 125 of the Internal Revenue Code. Employees have the opportunity to reenter either of the medical plans once per year. However, the employee must notify the District on or before June 1st of the current year to be eligible for coverage for the year beginning July 1. However, employees shall be permitted to revoke such waiver as of the first day of the month next following a lifestyle change or cessation of alternate coverage. A lifestyle change shall be defined as marriage, divorce,

birth or adoption of a child, death of a spouse or qualifying dependent, or starting or ending of a spouse's employment. Employees will be required to provide a written statement demonstrating they have been dropped from alternate coverage. Employees re-entering a medical insurance program provided hereunder will receive a pro-rated portion of the amount listed above for the period of time the employee was not covered under any District provided medical insurance plan.

C. Dental Care

During the length of the contract, the Board shall provide United Concordia coverage with additional coverage for oral surgery, crowns, inlays, onlays, prosthetics and periodontics reimbursed at 50% UCR, and orthodontic coverage reimbursed at 50% UCR up to a maximum of \$1,000 per individual per calendar year, or its equivalent for all members of the group and their eligible dependents.

D. Vision Care

During the length of the contract, the Board shall provide Blue Shield OptiChoice Managed Vision Care benefits as defined in the OptiChoice agreement made with the Steelton-Highspire School District. Each employee will receive a copy of this agreement.

E. Life Insurance

The Board shall pay the entire cost of a life insurance policy for all professional personnel as per the following ten-thousand dollar (\$10,000) increments: staff earning \$20,000-\$30,000, receive a \$30,000 term policy; staff earning \$30,000-\$40,000, receive \$40,000 term policy; staff earning \$40,000-\$50,000, receive \$50,000 term policy; staff earning \$50,000-\$60,000, receive \$60,000 term policy, etc. The employee is responsible for paying all applicable taxes associated with the premium of the life insurance benefit above \$50,000.

F. Graduate Credit/Professional Development Reimbursement

The Board agrees to pay for the cost of all credits earned toward permanent certification in a graduate program leading to an advanced degree (or in an area that would lead to improvement in teaching skills in an area in which the teacher is certified). The District will reimburse the employee for the balance paid to the institution under the following conditions:

1. Prior approval must be given by the Superintendent of Schools to qualify for reimbursement, and/or horizontal salary schedule advancement.
2. Paperwork must be submitted within 90 days of the completion of the course for approval. Once it is signed by the superintendent, it will be reimbursed to the teacher within 45 days. If it is submitted in a month where there is no board meeting or the meeting is held early in the month, July and December, it will be reimbursed within 90 days.
3. This shall be a one-time payment for courses in which the member of the bargaining unit has received at least a B average.

The Board will reimburse the employee for the cost per credit up to a maximum of

the Penn State rate for pre-Masters degree courses to a maximum of 12 credits per year and a maximum of 36 credits total. The Board will reimburse the employee for the cost per credit up to a maximum of \$600 per credit for post-Masters courses to a maximum of seven (7) credits per year. For teachers in their first year of teaching in the Commonwealth of Pennsylvania, no courses will be approved and no reimbursements made for coursework.

Exceptions for the twelve (12) or seven (7) credit maximum may be made on a case-by-case basis when the employee is a degree candidate and is enrolled in an approved earned Master's or earned Doctorate degree program and the credits for which the individual is seeking reimbursement are required courses in that particular program.

Pay Back Provision - An employee receiving tuition reimbursement who voluntarily leaves or is terminated from the District, with the exception of those furloughed, shall be obligated to pay back the cost of credit reimbursement as follows:

Resignation within 12 months of completion of the course - 100%;
Resignation within 24 months of completion of the course - 50%;
Resignation within 36 months of completion of the course - 25%.

Pay back of monies owed the District shall be made prior to the employees final paycheck being issued. This pay back provision shall not apply in situations of bona fide normal, superannuated, or window retirements under PSERS.

G. Insurance Benefits — Retirees

Employees retiring from the District on or after July 1, 1986, shall have attained superannuation according to PSERS, shall have the right to continue all health insurance benefits with the District until they become eligible for Medicare. The retiree shall pay the entire cost of the insurance premium and shall prepay six months premium no later than June 30th of each school year. By May 31st of each school year, the retiree must inform the District of their current address and their desire to remain on the District's insurance program. Failure to provide such information or make timely payments shall result in retiree's termination of benefits.

H. Joint Health Care Committee

A Joint Health Care Committee shall be established to study and evaluate the problem of rising health care costs and delivery of health care services. The Committee shall be responsible for formulating and developing recommendations to either eliminate or minimize this problem's impact on the School District and its employees. The Committee shall be comprised of an equal number of teacher and administration representatives alike. The Committee shall meet as frequently as determined by Committee representatives.

ARTICLE X

Conformity to Law

A. Unlawful Provision

If any provision or the enforcement or performance of any provision of this Collective Bargaining Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

B. Remaining Provision

If any provision of this Collective Bargaining Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Collective Bargaining Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XI

Safety and Health

A. Safety

1. The Board shall continue to afford all reasonable precautions to protect the health and safety of its employees during their work. Safety appliances, methods, drills and instruction, if required by the Board, shall be used by the employees.
2. Unsafe conditions shall be immediately reported in writing by the employee concerned to the Principal of the building (or his/her designee) to which such employee primarily is assigned. The Principal (or his/her designee) shall acknowledge receipt of the written report on a copy hereof within five (5) calendar days of receiving the report.
3. Employee attendance shall not be required whenever student attendance is not required because of inclement weather.
4. In those instances where the health or safety of the employee or students is in immediate jeopardy it will be the principals' responsibility to relocate the teacher and students during the five (5) day period provided above. "Immediate jeopardy" in this instance refers to any environmental circumstance that a reasonable person would avoid out of concern for the health or safety of him/herself and others for whom he/she is responsible.

ARTICLE XII

Labor Peace

A. No Strike/No Lock Out

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act, Act 195. As a condition of the various provisions of this Agreement, to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement.

ARTICLE XIII

Miscellaneous

A. Maintenance of Standards

Those personnel policies and practices involving wages, hours, and other terms and conditions of employment in effect on the effective date of this Agreement will remain in effect, unless expressly modified by the terms of this Agreement.

B. Vested Legal Authority

The Board will function in agreement with the collective bargaining contract, Department of Education rules and regulations, and the Pennsylvania School Code of 1949 as amended, and all other state and federal laws and regulations. All powers, rights, and authority vested in the School Board by all laws, rules, and regulations, shall be retained.

C. Meet and Discuss

The Superintendent of the School District agrees to meet at a minimum of quarterly, during the school year with the President of the Bargaining Unit and two other members of the unit to discuss matters of mutual concern. It is understood that this shall cover the Meet and Discuss Section of Public Law 195 and shall only include items that are not covered by the contract.

D. Professional Issues Committee/Labor-Management Meetings

The Administration of the School District and a representative group of the Steelton-Highspire Education Association, including the President of the Bargaining Unit, agree to schedule meetings at a time convenient to both parties for the purpose of addressing concerns raised by members of either group which affect the quality of programs, operations of the District, and general conditions of employment. The parties understand and agree that communications with first level supervisors and principals is a necessary step before addressing an issue in this forum.

The intent of this committee is to work collaboratively to resolve concerns and to mutually plan for the betterment of the services provided by the District.

A schedule of meetings will be jointly planned at the beginning of each school year by the Superintendent and the President of the Bargaining Unit.

E. Term of Agreement

The terms of this Agreement shall begin on July 1, 2018, and shall continue in full force and effect until June 30, 2022, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

Witness the due execution of this Agreement, this 6 day of June, 2018.

Steelton-Highspire Education Association

By:

Tom G. Hillier

President

[Signature]

SHEA Member

Steelton-Highspire School District

By:

[Signature]

President

[Signature]

Secretary

SCHEDULE A Supplemental Contracts

	<u>BUILDING</u>	<u>DESCRIPTION</u>	<u>2014-2018</u>
1.	Elementary	Elementary Art Club Advisor	\$602
2.	Elementary	Elementary Band	602
3.	Elementary	Elementary Chorus	602
4.	Elementary	Elementary Homework Club	602
5.	Elementary	Elementary Student Council Advisor	602
6.	Elementary	Elementary Yearbook	602
7.	Elementary	Math Fair Coordinator	242
8.	Elementary	STEM Club	602
9.	Elementary	Talent Show Coordinator	602
10.	Elementary	Elementary Community Event Coordinators	602
11.	Elementary	Elementary PBIS Coordinator	602
12.	Secondary	Flag Football	602
13.	Secondary	Auditorium Manager	602
14.	Secondary	Chess Club Advisor	602
15.	Secondary	Drama Club	602
16.	Secondary	Grade 9 Class Advisor	247
17.	Secondary	Grade 10 Class Advisor	247
18.	Secondary	Grade 11 Class Advisor	484
19.	Secondary	Grade 12 Class Advisor	844
20.	Secondary	Carnival Coordinator	500
21.	Secondary	Graduation Coordinator	500
22.	Secondary	Junior/Senior HS PBIS Coordinator	602
23.	Secondary	POPS Club Advisor	602
24.	Secondary	Japanese Anime & Magna (JAM)	602
25.	Secondary	National Honor Society Advisor	602
26.	Secondary	Quiz Bowl Club Advisor	602
27.	Secondary	Science Club Advisor	602
28.	Secondary	Secondary Art Club Advisor	602
29.	Secondary	Secondary Student Council Advisor	602
30.	Secondary	National Network of Partnership Schools Coordinator	602
31.	Secondary	Yearbook Advisor	1,204
32.	Secondary	Band Director	2,998
		TOTAL	\$21,112

- Any NEW clubs and/or NEW advisors must meet all guidelines.
- Clubs/Organizations with more than one advisor should note that the annual stipend will be split between/among the advisors.
- Advisors must adhere to all guidelines stipulated in the supplemental contract in order to receive payment for these services.
- Class Advisor (Grade 9, Grade 10, Grade 11, Grade 12) will loop with graduation year.

Schedule B

Salary Schedule 2018-2019

Step	Bachelors	B15	Masters	M12	M24	M36
1	40,332	42,332	45,503	47,076	49,454	51,958
2	41,387	43,344	47,149	48,671	51,101	53,605
3	42,442	44,991	48,795	50,266	52,748	55,252
4	43,498	46,638	50,443	51,892	54,395	56,899
5	44,553	48,284	52,090	53,539	56,041	58,545
6	44,553	49,931	53,736	55,185	57,688	60,192
7	44,553	51,578	55,383	56,833	59,335	61,838
8	44,553	53,224	57,030	58,479	60,981	63,485
9	44,553	54,871	57,900	60,126	62,628	65,132
10	44,553	56,517	59,350	61,773	64,276	66,778
11	44,553	58,164	61,122	63,419	65,922	68,425
12	44,553	59,444	62,411	65,283	67,786	70,290
13	44,553	61,516	64,434	67,146	69,649	72,153
14	44,553	64,177	67,121	69,648	72,174	74,701

Salary Schedule 2019-2020

Step	Bachelors	B+15	Masters	M+15	M+24	M+36
1	40,696	42,961	46,146	47,678	50,077	52,602
2	41,751	43,973	47,792	49,273	51,724	54,249
3	42,806	45,620	49,438	50,868	53,371	55,896
4	43,862	47,267	51,086	52,494	55,018	57,543
5	44,917	48,913	52,733	54,141	56,664	59,189
6	44,917	50,560	54,379	55,787	58,311	60,836
7	44,917	52,207	56,026	57,435	59,958	62,482
8	44,917	53,853	57,673	59,081	61,604	64,129
9	44,917	55,500	58,543	60,728	63,251	65,776
10	44,917	57,146	59,993	62,375	64,899	67,422
11	44,917	58,793	61,765	64,021	66,545	69,069
12	44,917	60,073	63,054	65,872	68,396	70,921
13	44,917	62,090	65,032	67,723	70,246	72,771
14	44,917	64,849	67,825	70,378	72,931	75,484

Salary Schedule 2020-2021

Step	Bachelors	B+15	Masters	M+15	M+24	M+36
1	41,246	43,910	47,117	48,588	51,018	53,574
2	42,301	44,922	48,763	50,183	52,665	55,221
3	43,356	46,569	50,409	51,778	54,312	56,868
4	44,412	48,216	52,057	53,404	55,959	58,515
5	45,467	49,862	53,704	55,051	57,605	60,161
6	45,467	51,509	55,350	56,697	59,252	61,808
7	45,467	53,156	56,997	58,345	60,899	63,454
8	45,467	54,802	58,644	59,991	62,545	65,101
9	45,467	56,449	59,514	61,638	64,192	66,748
10	45,467	58,095	60,964	63,285	65,840	68,394
11	45,467	59,742	62,736	64,931	67,486	70,041
12	45,467	61,022	64,025	66,763	69,318	71,873
13	45,467	62,958	65,936	68,595	71,149	73,705
14	45,467	65,522	68,528	71,108	73,687	76,267

Salary Schedule 2021-2022

Step	Bachelors	B+15	Masters	M+15	M+24	M+36
1	42,157	45,482	48,724	50,095	52,576	55,183
2	43,212	46,494	50,370	51,690	54,223	56,830
3	44,267	48,141	52,016	53,285	55,870	58,477
4	45,323	49,788	53,664	54,911	57,517	60,124
5	46,378	51,434	55,311	56,558	59,163	61,770
6	46,378	53,081	56,957	58,204	60,810	63,417
7	46,378	54,728	58,604	59,852	62,457	65,063
8	46,378	56,374	60,251	61,498	64,103	66,710
9	46,378	58,021	61,121	63,145	65,750	68,357
10	46,378	59,667	62,571	64,792	67,398	70,003
11	46,378	61,314	64,343	66,438	69,044	71,650
12	46,378	62,594	65,632	68,238	70,844	73,450
13	46,378	64,394	67,432	70,038	72,644	75,250
14	46,378	66,194	69,232	71,838	74,444	77,050

APPENDIX A

FAMILY AND MEDICAL LEAVE

A. Purpose

This provision specifies the manner in which family and medical leaves will be provided to professional employees pursuant to the Family and Medical Leave Act of 1993, as amended by Section 585(a) of the National Defense Authorization Act.

B. Delegation of Responsibility

The conditions under which family and medical leaves may be taken will be consistent with the Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. § 2601 et seq., its implementing regulations, 29 CFR Part 825, and consistent with the School Laws of Pennsylvania. All words, phrases, terms and conditions of this provision shall be construed and interpreted pursuant to the provisions of the FMLA and its regulations. Furthermore, all the provisions of the FMLA are specifically incorporated into the collective bargaining agreement.

C. Reasons for Leave

Employees who have been employed by the District for at least twelve (12) months and who have completed at least 1,250 hours of service during the twelve-month period immediately preceding the commencement of the leave may be eligible for unpaid leave pursuant to this policy. Eligible employees are entitled to a total of up to twelve (12) workweeks (or twenty-six (26) weeks in the case of covered service member leave) of unpaid leave during any twelve-month period in the following situations:

1. Family Leave – A child is born, adopted or taken into the employee's immediate family for foster care and leave is needed for the employee to care for the child.
2. Personal Medical Leave – The employee becomes unable to perform his/her job functions due to a serious health condition.
3. Medical Leave for Family Care – The employee is needed to care for a spouse, child or parent of the employee who has a serious health condition.
4. Covered Service Member Leave – An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member, is needed to care for the covered service member who has sustained a serious illness or injury. Unlike other types of FMLA leave, eligible employees are permitted to take up to twenty-six (26) weeks of covered service member leave. Such leave may only be taken during a single twelve-month period; it does not renew with each leave year. In addition, this twenty-six (26) week allotment is reduced by any other types of FMLA leave taken during the twelve-month period.

5. Qualifying Exigency Leave – The eligible employee needs to attend to a qualifying exigency (as defined in federal regulations) due to a family member on active duty in the military who is called upon to support a contingency operation.

D. Leave Year

For purposes of FMLA leave, the District shall compute the twelve (12) month “leave year” to be a rolling twelve-month period measured backward from the date leave is first used.

E. Substitution of Paid Leave

FMLA will run consecutively with paid sick leave. The professional employee will not be required to exhaust his/her accrued personal leave.

F. Job Security and Benefits

1. Job Security – Each professional employee returning from FMLA leave will be restored to the same position held when the leave started, or to an equivalent position with the same benefits, same pay and the same terms and conditions of employment.
2. Insurance Benefits – Group health care plan coverage for professional employees will be maintained by the District during a maximum period of twelve (12) weeks of leave at the same level and conditions of coverage that would have been provided to the employee had the employee not taken the leave. If further leave beyond the twelve week period is required for an employee, the employee will be responsible for the cost of maintaining group health care plan coverage, unless waived at the discretion of the School Board.
3. Failure to return to work – If a professional employee fails to return to work with the District after an FMLA leave has expired, the employee must reimburse all health care plan insurance premiums, or its equivalent for self-insured plans, paid by the District for the employee during the leave, unless the failure to return to work is caused by the continuance, recurrence or onset of the employee’s serious health condition for which FMLA leave was granted.

G. Intermittent or Reduced Leave Schedule

Personal Medical Leave or Medical Leave for Family Care may be taken intermittently (Intermittent Leave) or on a Reduced Leave Schedule, if medically necessary. If a professional employee requests Intermittent Leave or a Reduced Leave Schedule, the professional employee may, at the District’s option, be temporarily transferred to another job which better accommodates the employee’s need for intermittent periods of leave and the District’s operational needs. Transferring to an alternative position may include temporarily altering an existing job to better accommodate the employee’s need for intermittent or reduced leave. When a professional employee takes Intermittent Leave or a Reduced Leave Schedule, the District will deduct from the employee’s salary for any hours taken as intermittent or reduced leave within a workweek.

H. Scheduling of Leave

The regular school year is divided into two (2) semesters. The phrase *academic term* or *term* is to be interpreted as a school semester.

1. Scheduling of Leave with Notice – If an eligible employee who is employed principally in an instructional capacity requests Intermittent Leave or a Reduced Leave Schedule for Personal Medical Leave or Medical Leave for Family Care, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the District may, as its operational needs dictate, require the employee to either:
 - a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment.
 - b. Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

If an eligible employee who is not employed principally in an instructional capacity and requests Intermittent Leave or a Reduced Leave Schedule for Personal Medical Leave or Medical Leave for Family Care that is foreseeable based on planned treatment that is medically necessary, the District may require that the employee transfer temporarily to an available alternative position (for which such employee is qualified) offered by the District if the alternative position has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position.

2. Scheduling of Leave Without Notice - If an eligible employee does not give required notice of the need for foreseeable Intermittent Leave or a Reduced Leave Schedule, the District may require, at its option, that the employee take leave of a particular duration, or to transfer temporarily to an alternative position. The following rules shall apply with respect to periods of FMLA leave taken near the conclusion of an academic term by an eligible employee employed principally in an instructional capacity:
 - a. Leave more than five (5) weeks prior to end of term – If the eligible employee begins the FMLA leave more than five (5) weeks prior to the end of the academic term, the District may require, at its option, the employee to continue taking leave until the end of the academic term, if:
 - i. The leave is of at least three (3) weeks duration.
 - ii. The return to employment would occur during the three-week period before the end of such academic term.
 - b. Leave less than five (5) weeks prior to end of term – If the eligible employee takes leave for a purpose other than Personal Medical Leave, and the leave begins during the period that commences five (5) weeks prior to end of the academic term, the District may require, at its option, the employee to continue taking leave until the end of such term, if:
 - i. The leave is greater than two (2) weeks duration.
 - ii. The return to employment would occur during the two-week period before the end of such term.

- c. Leave less than three (3) weeks prior to end of term – If the eligible employee begins leave for a purpose other than Personal Medical Leave, and the leave begins during the period that commences three (3) weeks prior to the end of the academic term and the duration of the leave is greater than five (5) working days, the District may require, at its option, the employee to continue to take the leave until the end of such academic term.

I. Employee Obligations

1. Advanced Notice of Leave – When the need for FMLA leave is foreseeable, the employee must provide at least thirty (30) days written notice to the District. If thirty (30) days notice is not possible under the circumstances, the employee must give as much written notice as is practicable.
2. Scheduling of Medical Services – With respect to foreseeable medical treatments the employee must make reasonable efforts to schedule the treatment so as to not unduly disrupt the District's educational program. If medically possible, the employee should schedule foreseeable non-emergency medical treatments during normal school vacation times.
3. Medical Certification Required – Employees are required to submit three (3) types of medical certifications to the District in connection with a FMLA request. The three (3) types of medical certifications are:
 - a. Medical Certification to Take Leave – An employee desiring a FMLA leave for the previously stated purposes shall provide timely certification from the health care provider (as defined by the Family Medical Leave Act and its regulations) as to: the date that the condition commenced; duration; necessity for the employee's leave; and the employee's inability to perform his/her job functions.
 - b. Medical Certification to Continue the Leave – The employee shall provide certification from the health care provider (as defined by the Act and its regulations) that the serious medical condition of the employee or family member continues to prevent the employee from returning to work. Such certification shall be submitted on a three-month periodic basis during the time of the FMLA leave.
 - c. Medical Certification that the Employee is Able or Unable to Return from the Leave (e.g. a "fitness-for-duty" report) – Each employee seeking restoration of his/her job after an FMLA leave because of the employee's own serious health condition shall provide a medical certification from the health care provider (as defined by the Act and its regulations) that the employee is able to resume work. If the employee is unable to return to work at the expiration of the FMLA leave, a medical certification to that effect shall be provided to the District.
4. Second Medical Opinion – If the employee requests intermittent leave for two consecutive years, the Board reserves the right to request a second medical opinion. The District and the employee shall select and the District shall pay for an

independent medical examination of the employee. The District will only accept medical certifications from health care providers of the types specified in the FMLA regulations.

5. Military Family Leave Certification Required – Employees requesting leave due to a “qualifying exigency” must provide proof of the qualifying family member’s call-up for active military service before leave is granted. Employees requesting military caregiver leave must provide certification of the family member or next-of-kin’s injury, recovery, or need for care.
6. Certification Form – Employees will use Optional Form WH-380 set forth in the United States Department of Labor’s Regulations for FMLA (29 CFR Part 825 Appendix B) which shall be available at the District Office. When being utilized for a FMLA leave for the employee’s own serious health condition, a copy of the most recent job description for the employee’s position may also be sent with the certification form to the physician or practitioner. The job description accompanying the form will be jointly agreed upon by the District and the Association.

To the extent an employee is substituting paid leave for FMLA leave, the lesser notice and medical certification requirements of the paid leave will apply. The above FMLA notice and medical certification requirement are applicable only to that portion of the leave covered only by FMLA (unpaid).

J. Nondiscrimination Policy And Posting

Discrimination against any employee, or applicant for employment, on the basis of the employee or applicant exercising his/her rights under the Family and Medical Leave Act is prohibited. No board member or person employed by the District shall interfere with any employee's attempt to exercise Family and Medical Leave Act guaranteed rights. Any person engaging in such discrimination shall be subject to sanctions, including, but not limited to, warning or reprimand, suspension, or termination, subject to applicable procedural requirements.

The District shall post written notice to its employees of their rights under FMLA in a form set forth under FMLA regulations.

K. Definitions

1. Covered Service member – A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness (i.e., an injury or illness incurred by the service member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating).
2. Eligible employee – An employee who has been employed:
 - a. For at least twelve (12) months by the School District before the leave is

- requested.
 - b. For at least 1,250 hours of actual service by the School District during the twelve (12) month period immediately before the leave starts.
- 3. Health care provider
 - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or
 - b. Any other person determined by the Secretary of the United States Department of Labor to be capable of providing health care services.
- 4. Intermittent Leave – a series of nonconsecutive leave periods on an as needed basis.
- 5. Parent – The biological parent or an individual who stands in loco parentis.
- 6. Reduced Leave Schedule -is a pre-determined reduction of the usual number of hours worked by the employee during the regular work week or hours per workday.
- 7. Serious Health Condition -An illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care in a hospital, hospice, or residential medical care facility;
or
 - b. Continuing treatment by a health care provider, which is defined to include:
 - i. A period of incapacity requiring absence from work, school, or other regular activity for more than five (5) consecutive workdays and any subsequent treatment or period of capacity relating to the same condition.
 - ii. Any period of incapacity or treatment for such incapacity due to a chronic, serious health conditions.
 - iii. Any period of incapacity due to pregnancy or for prenatal care.
 - iv. Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
 - v. Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than five (5) consecutive workdays in the absence of treatment.

8. Son or daughter – A biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:
- a. Under eighteen (18) years of age; or
 - b. Eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

Spouse – A husband or wife.

9. Twelve-month period – The “rolling” twelve-month period measured backward from the date an employee uses any leave pursuant to the FMLA or this policy.

APPENDIX B

COMPENSATED PROFESSIONAL LEAVE

This provision establishes the parameters for granting professional development and classroom occupational exchange leaves for eligible professional employees.

Professional Development Leave – shall be defined as a leave of absence granted for the purpose of improving professional competency or obtaining a professional certificate or commission. Such leave shall be directly related to an employee's professional responsibilities, as determined by the Board, and be restricted to activities required by state regulation or law, or completed to improve professional competency.

Classroom Occupational Exchange Leave – shall be defined as a leave of absence granted for the purpose of acquiring practical work experience in business, industry or government.

All requests for leave under this provision shall be subject to review by the Board. The Board may approve or reject a proposed plan for professional development leave and will afford each employee who submits a reasonable application the same consideration. The Board may grant a leave to eligible employees for classroom occupational exchange leave for the specified purpose.

A. Professional Development Leave

1. Eligibility - To be eligible for professional development leave, an employee shall have completed ten (10) years of satisfactory service in the public schools of the Commonwealth; at least five (5) consecutive years of such service shall be in this School District. A leave for professional development may be taken for a half school year or for a full school year or for two (2) half school years during a period of two (2) calendar years, at the employee's option. A maximum of ten percent (10%) of the professional staff may be on professional development leave at any time.
2. Application - Professional development leaves shall be granted only to employees participating in an academic program for the purpose of retaining a professional certificate or commission, further preparation and improvement in an area(s) of certification, additional certification, and attaining other appropriate and identifiable educational positions within the School District. Each application will require the approval of the Superintendent. Requests for professional development leave shall be submitted on the District form and forwarded with a detailed plan to the Superintendent. All required application materials shall be submitted by April 1 for the following school year and by October 1 for the second semester.
3. Documentation - Applicants for professional development leave shall submit with the application form a detailed plan describing the professional development activities to be undertaken and a statement specifying the benefits of the leave to the employee and the School District. The plan shall provide sufficient information to permit the Board to adequately evaluate the request.

The Board may at any time require additional information from the employee in

order to assist the Board in evaluating the request and the leave's benefits to and impact on the employee and the School District.

The minimum requirements for leave for a half school term shall consist of any one or combination of the following:

- a. Nine (9) graduate credits
- b. Twelve (12) undergraduate credits
- c. One hundred eighty (180) hours of professional development activities.

The minimum requirements for leave for a full school term shall consist of any one or combination of the following:

- a. Eighteen (18) graduate credit
- b. Twenty-four (24) undergraduate credits
- c. Three hundred sixty (360) hours of professional development activities.

Applicants who propose to take graduate or undergraduate credits shall submit notification of acceptance and enrollment from an accredited institution of higher learning for study in courses approved by the Superintendent. The employee shall successfully complete the approved courses and receive passing grades. Upon return from professional development leave, the employee shall submit to the Superintendent within the first month an official transcript of all courses complete. Failure to receive passing grades or to submit required transcripts on time shall result in forfeiture of monies paid by the District.

Applicants who propose to undertake professional development activities shall submit to the Board a detailed plan listing the specific activities. Upon return from professional development leave, the employee shall submit to the Superintendent within the first month a formal report describing the educational activities pursued and their benefits and relevancy. Failure to submit required reports on time shall result in forfeiture of monies paid by the District.

4. Commitment of Employee - Acceptance of professional development leave incurs a commitment by the employee to return to active duty in this District immediately following the leave for one (1) full school year, unless prevented by illness or physical disability. Employee shall submit required reports on time or forfeit all compensation and benefits. If a professional employee fails to return to work with the District for the designated period, the employee must reimburse all salary paid by the District for the employee during the leave, unless the failure to return to work is caused by a serious health condition of the employee or physical disability which renders the employee unable to work.
5. Commitment of Employer - At the expiration of the professional development leave, the employee shall, unless agreed otherwise, be reinstated in the same position held at the time of the granting of the leave. Time on professional development leave shall be counted as time on the job for purposes of seniority, where applicable in the District, and for retirement fund purposes.

6. Compensation - During the period of professional development leave, an employee shall be compensated at one-half the salary to which s/he would have been entitled had the employee not taken leave. While on leave, the employee shall be entitled to all of the benefits afforded under the collective bargaining agreement. A leave of absence granted for professional development shall also serve as a leave of absence without pay from all other school activities.

B. Classroom Occupational Exchange Leave

1. Application - Requests for classroom occupational exchange leave shall be submitted on the approved District form and forwarded with appropriate documentation to the Superintendent. All required application materials shall be submitted by April 1 for the following school year.
2. Documentation - Applicants for classroom occupational exchange leave shall submit with the application form a statement from the employer agreeing to the terms and conditions of the leave, as specified in Board policy. Upon return from such leave, the employee shall submit to the Board a final report detailing the work experience and its benefits.
3. Commitment of Employee - Acceptance of classroom occupational exchange leave incurs a commitment by the employee to return to active duty in this District immediately following the leave for one (1) full school year, unless prevented by illness or physical disability.
4. Commitment of Employer - At the expiration of the classroom occupational exchange leave, the employee shall, unless agreed otherwise, be reinstated in the same position held at the time of the granting of the leave. Time on classroom occupational exchange leave shall be counted as time on the job for purposes of seniority and for retirement fund purposes.
5. Compensation - The business, industry or government to whom the employee is assigned during the leave shall fully compensate the School District for all salary, wages, pension and retirement contributions, and other benefits as if the employee were in full-time active service.

APPENDIX C

UNCOMPENSATED LEAVE

The Board recognized that in certain situations an employee may request extended leave for personal reasons, and the District could benefit from the return of the employee. This provision establishes guidelines for granting uncompensated leaves of absence.

The Board reserves the right to approve or disapprove a request for a leave without pay and will afford each employee who submits a reasonable application the same consideration. There shall be no leave without pay authorized except when, in the judgment of the Board, such leave would be in the interest of the School District. Board approval is required for all uncompensated leave.

Uncompensated leave shall be granted in accordance with provisions of the collective bargaining agreement.

A. Application

Requests for uncompensated leave shall be made to the Superintendent at least sixty (60) calendar days in advance of the requested beginning date. This advance notice is not required in cases of emergency.

B. Period of Leave

An uncompensated leave may be granted for a period up to one (1) school year.

C. Commitment of Employee

The employee granted an uncompensated leave of absence shall inform the Board of his/her intentions within sixty (60) days of the scheduled return date.

D. Commitment of Employer

At the expiration of uncompensated leave, the employee shall be offered the same position previously held or a like position to that previously held.

Time on uncompensated leave shall not count as time on the job, and fringe benefits shall not be provided unless the employee provides payment for benefits.

APPENDIX D (REPLACE with NEW LANGUAGE)
SHEA Sick Leave Bank Procedures

1. SH Bargaining Unit Member notifies SHEA President that he/she has exhausted all sick leave days and is need of additional release time from work.
2. SHEA President and SH Bargaining Unit Member review options to include but not be limited to FMLA, medical sabbatical, disability and sick leave bank.
3. If Sick Leave Bank is the best option, SHEA President shall notify the SH Superintendent that a request has been made.
4. SHEA President and Superintendent shall review the situation and, if approved, execute Appendix D of the C.B.A.
5. Once Appendix D of the C.B.A. has been executed, SHEA president and Superintendent shall notify the SH Business Department of the M.O.U.
6. SHEA President sends an email to the Bargaining Unit Members to give the “ask” for a donation of sick days for unnamed professional employee of a limit of one (1) per person.
7. The SH President or designee shall maintain a spreadsheet of the days donated (person and date of day donated).
8. SHEA President shall submit the spreadsheet to the Business Office to deduct days.
9. Days shall be used in the order received.
10. Days should be given until all days have been used or no longer needed.
11. Any unused days shall be returned to the said employees.
12. A second request may be made if needed.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made the _____ day of _____, 20____, by and among the Steelton-Highspire School District ("District") and the Steelton-Highspire Education Association ("Association").

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement (CBA) effective July 1, 20 ____ through June 30, 20____, and

WHEREAS, Article II-Section G references Appendix D in the contract that permits employees to donate sick days to another employee, and

WHEREAS, _____, a bargaining unit member, has exhausted all available sick and personal leave due to a serious illness, and

WHEREAS, _____ continues to be unable to perform his/her job duties due to illness, and

WHEREAS, the Association members desire to assist a colleague and donate some of their own sick days for _____ to use in order to provide his/her normal salary and benefits, and

WHEREAS, the District is willing to assist _____ as well and accept the donation of days from other bargaining unit members, and

WHEREAS, the parties agree this agreement shall be non-precedent setting and shall not be construed as a practice, and is based upon the unique and particular facts of this matter,

NOW THEREFORE, with the intent of being legally bound, the Association and District hereby agree to the following: Bargaining unit members may voluntarily donate sick days to _____ beginning _____. The District will accept those donated sick days as _____ own sick days. Members may continue to donate days until _____ is able to return to work, at which time the contribution of sick days will end unless extended by the parties. Members donating days will forfeit the right to use or be compensated at retirement for days donated. Any donated days not used by _____ will be returned to those bargaining unit members in the order they were donated.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ATTEST:

STEELTON-HIGHSPIRE SCHOOL DISTRICT

Secretary

President

Date

STEELTON-HIGHSPIRE EDUCATION ASSOCIATION

Secretary

President

Date

APPENDIX E

CHILDREARING LEAVE

The Steelton-Highspire School District will allow a professional employee to seek a leave of absence for childrearing reasons in accordance with this policy. The board will consider the health of the employee, the need for continuity in school operations and the maintenance of a qualified staff when administering this policy.

A. Eligibility for Leave

A professional employee following the birth, adoption, placement of or obtaining legal custody of a child, is eligible for childrearing leave. If a professional employee's spouse works for the District, only one (1) employee will be eligible for a childrearing leave at a time. Two (2) professional employees who are having or adopting a child together are not eligible to simultaneously take childrearing leaves. This provision may be waived at the discretion of the Board for the adoption of a child from another county, if extended travel is required.

B. Application for Leave

An application for childrearing leave must be made in writing to the Superintendent on a form provided by the District at least ninety (90) days prior to the effective date of leave if possible. This advance notice is not required in cases of emergency. The application must specify the anticipated start date of the leave and the requested duration of the leave. No leave request may exceed one (1) year. No application for a childrearing leave will be granted unless the employee agrees in writing to return to his/her employment with the District for at least one (1) school year following the completion of the leave.

C. Commencement of Leave

A childrearing leave shall commence upon a mutually agreeable date after the birth of the child or upon the date of the placement in the employee's home of a child to be adopted by or provided foster care of guardianship by the employee. In the absence of an agreed starting date, the District may designate the date of the child's birth or placement with the professional employee as the start of the leave.

D. Notification of Intent to Return

The professional employee shall notify the Superintendent in writing at least sixty (60) days prior to the anticipated date to return to work if possible. This advance notice is not required in cases of emergency. A professional employee may return to work prior to the expiration of the leave, but only at the discretion of the Board. A request for return to duty shall be granted unless the request is made within the final five (5) weeks of an academic term. If the teacher's childrearing leave expires in June, July or August, the employee shall provide written notification to the District of his/her intent to return to work at the beginning of the new school term and request that medical benefits be continued through the summer months.

E. Job Security and Benefits

A childrearing leave is an unpaid leave of absence. No salary, benefits or sick leave shall be paid or accrue to the professional employee during the leave except as otherwise specified below. If an employee is eligible for FMLA leave, it will run consecutive with the childrearing leave. A professional employee will receive group health care plan coverage during the childrearing leave if the employee agrees to return to his/her employment with the District for at least one (1) school year following the completion of the leave. If a professional employee fails to return to work with the District for the designated period after the childrearing leave has expired, the employee must reimburse all health care plan insurance premiums, or their equivalent for self-insured plans, paid by the District for the employee during the leave, unless the failure to return to work is caused by the continuance or recurrence of a serious health condition of the employee which renders the employee unable to work.

APPENDIX F
PROGRESSIVE DISCIPLINE

1ST Occurrence - *Oral Reprimand*

2nd Occurrence of Similar Nature - *Written Reprimand*

3rd Occurrence of Similar Nature or five (5) prior reprimands on differing issues within a two-year period - *Three (3)-Day Suspension without pay*

4th Occurrence of Similar Nature or eight (8) prior reprimands on differing issues within a two-year period - *Five (5)-Day Suspension without pay*

5th Occurrence of Similar Nature or (10) prior reprimands and/or suspensions within a two-year period — *Termination*

Progressive steps of the process may be eliminated if the violation endangers the health or welfare of another employee or a student, or if the issue is a direct violation of the school code.

An employee shall be alerted by the appropriate supervisor that a scheduled meeting will involve a disciplinary action. The employee shall have the right to be accompanied by a SHEA, AFSCME or SHSSPA representative. The employee has a right to attach a written response to the supervisor's record. The employee shall initial, designating acknowledgement of, not necessarily agreement with, the supervisor's document.

Adopted: February 10, 1992

Effective: February 11, 1992