

**PROFESSIONAL AGREEMENT**

BETWEEN THE

**MILTON AREA SCHOOL DISTRICT BOARD OF EDUCATION**

AND THE

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

2018-2023

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## PREFACE

The Board of Education of the Milton Area School District and the Milton Area Education Association recognize and declare that providing a quality educational program for the children of the Milton Area School District is to be their mutual aim.

To work toward the attainment of this goal, it is recognized that the joint efforts of the Milton Area School District Board of Education (hereinafter referred to as the "Board") and the Milton Area Education Association (hereinafter referred to as the "Association") are required and that both parties have engaged in good faith negotiations of matters pertaining to salaries, hours, and conditions of employment as prescribed by Act 195 and Article XI-A of the Public School Code of 1949, as amended (Act 88).

It is the policy of the Milton Area School District to hire, promote, and otherwise deal with all applicants and employees without regard to membership in the Association, race, color, creed, handicap, sex, age, or national origin, or because a person is a disabled veteran or veteran of the Vietnam era.

## ARTICLE I

### RECOGNITION

The Milton Area Education Association, PSEA/NEA is hereby recognized by the Milton Area School District as the exclusive bargaining agent for the following professional employees of the Milton Area School District (as certified by the Pennsylvania Labor Relations Board at Case No. PERA-U-06-64-E):

- Classroom Teachers
- Regular Part-Time Teachers
- Counselors
- Librarians
- Special Education Teachers
- Kindergarten Teachers
- Vocational Teachers
- Nurses
- School Psychologists
- Home and School Visitors
- Speech Pathologists
- School Social Workers
- Instructional Literacy Coach
- Transition Coordinator
- Response to Instruction and Intervention (RTII)
- Instructional Technology Coach

This excludes first-level supervisors and confidential employees as defined in Act 195.

Both parties affirm 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.

"Teachers" as referred to in this agreement shall apply only to those professional employees who are specifically included in the bargaining unit as defined above.

Regular part-time teachers, employed less than full time, shall qualify for all salary and benefits covered in this contract on a pro rata basis in such proportion as their employment shall bear to full-time employment. Insurance benefits shall be for the full amount of coverage with the Board paying a pro rata share of the premium.

#### Long-term Substitute Health Insurance Procedures

1. A Long-Term Substitute (LTS) who works the entire first semester or the entire second semester shall have one additional month of health insurance paid by the District after completion of the LTS position.
2. A Long-Term Substitute (LTS) who works both the entire first semester and the entire second semester shall have two additional months of health insurance paid by the District after completion of the LTS position.
3. A Long-Term Substitute (LTS) who works the entire second semester and is hired over the summer during June or July but doesn't begin work until September shall have two additional months of health insurance paid by the District after completion of the LTS position so that there is no interruption of benefits.
4. Long-Term Substitutes who elect health insurance coverage shall be subject to the employee contributions provided in the negotiated agreement with the Milton Area Education Association.

Long-term substitutes shall be considered members of the bargaining unit provided they meet the criteria established by the Pennsylvania Labor Relations Board and are employed for 90 or more consecutive school days in the same position and assignment.

## ARTICLE II

### TERMS OF AGREEMENT

#### 1. Management Clause

Except as expressly provided otherwise by this agreement, the determination and administration of school policy, the operation of the schools, the direction of employees including the right to hire, promote, transfer (a teacher shall not be transferred outside his or her area of certification without prior consent, except in cases of emergency), and the relieving of employees for legitimate reasons as indicated in the School Code of the Commonwealth of Pennsylvania are vested exclusively in the Board. The listing of the above specific rights is not intended to be nor shall be considered restrictive of nor a waiver of any of the rights of the Board not listed and not specifically surrendered herein.

2. Anti-Strike and Anti-Lockout Pledge

As a condition of the various provisions of this agreement to which the parties have agreed, the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement, and the Association pledges that members of the Association will not engage in a strike (as that term is defined in Act 195, and in Article XI-A of the School Code), during the term of this agreement.

3. Waiver Clause

No additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent for the duration of this contract. (Effective on date of signing of this agreement.)

4. Negotiations of a Successor Agreement

The parties agree to enter into collective bargaining over a successor agreement in accordance with the provisions of Act 195 or Act 88 of 1992. The first meeting shall be for the purpose of establishing ground rules and procedures to be followed. Also at this time a date for a second meeting will be established. At the second meeting, both teams will submit complete contract proposals. Any agreement negotiated will be reduced to written form after ratification by both parties.

5. Superintendent/Association Liaison Committee

The Superintendent/Association Liaison Committee shall be comprised of the Superintendent of Schools and the Milton Area Education Association President and his/her designees. The Committee's purpose enables the Association to raise issues with the Superintendent in order to attempt to resolve them and to avoid grievances and complaints. Committee meetings shall be held monthly or at mutually agreed upon dates by and between the Superintendent of Schools and the President of the Milton Area Education Association.

ARTICLE III

GRIEVANCE PROCEDURE

1. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to grievances of teachers.

2. Definitions

A grievance shall be defined as a difference or dispute between the Board and any teacher or group of teachers as to the meaning and application of or compliance with the provisions of this agreement.

A school day shall be defined as any normal day of pupil instruction during the school term or any day the District office is open during summer months.

### 3. Time Limits

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

### 4. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

### 5. Procedure

#### a. Step One -- Principal or Immediate Supervisor

A teacher with a grievance shall first discuss it with the principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

#### b. Step Two -- Superintendent

If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the teacher may file the grievance in writing with the Association within five (5) school days after the decision at Step One or ten (10) school days after the grievance was presented whichever is sooner. Included in the teacher grievance shall be name of teacher, specific article or section violated, and date such violation occurred. Within five (5) school days after receiving the written grievance, but not longer than thirty (30) school days from its occurrence, the Association shall refer it to the Superintendent. The Superintendent and Principal shall confer with the aggrieved and/or Association representative and shall give a written decision within five (5) school days after receiving the grievance.

#### c. Step Three -- Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two or if no decision has been reached within five (5) school days after the presentation of the grievance, the teacher may file the grievance in writing with the Association within five (5) school days after the decision at Step Two or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer it to the Board. The Board or a committee of the Board may confer with the grievant, or the Association representative or

Association and will give its written decision within twenty (20) school days after the grievance was received.

d. Step Four -- Arbitration

(1) If the Association is not satisfied with the disposition of the grievance at Step Three, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board the Association may within five (5) school days after a decision by the Board or twenty-one (21) school days after the grievance was delivered to the Board, whichever is sooner, submit the grievance to arbitration.

(2) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve by way of the Pennsylvania Bureau of Mediation's Panel of Arbitrators.

(3) The arbitrator so selected shall confer with the representatives of the Board and Association and hold hearings promptly and shall issue a decision not later than twenty (20) school days from the date of the close of hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him or her. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall not have the power to render decisions that would expand or violate any of the terms and provisions of this agreement or that would require the commission of an act prohibited by law. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(4) The costs for the services of the arbitration, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room and court reporter shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6. No grievance shall be retroactive more than thirty (30) days prior to the date the grievance was submitted in writing to the Superintendent.

7. The Board shall have the right to utilize the grievance procedure.

8. Rights of Teachers to Representation

a. Teacher and Association

Any aggrieved person may be represented up through Step Three of the grievance procedure by himself or herself, or at their option, by an Association representative. However, the Association shall have the right to be present and to observe all meetings specified in Grievance Steps Two, Three, and Four.

b. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

c. Written Decisions

All decisions rendered at Steps Two, Three, and Four of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest, to the aggrieved parties, and to the Association. Decisions rendered at Step Four shall be in accordance with the procedures set forth in Part 5-d, Section (2) of this Article.

9. Probationary Teachers

The right to renew or not renew the contract of any teacher not covered by tenure laws as defined in the School Code is vested exclusively in the Board. Such probationary teacher whose contract is not renewed shall not utilize the grievance procedure to protest this decision. Decisions whether to renew or not renew shall be consistent with the School Code.

10. Grievance Discussions

Grievance discussions or grievance meetings shall not take the teacher away from his or her regular responsibilities in student-centered activities.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

1. Rights of Professional Employees

a. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he or she may have under the Public School Code, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations.

b. Criticism of Teachers

(1) Any criticism by a supervisor, administrator, or Board member of a teacher and/or their instructional methodology shall not be made in the presence of students, parents, or other public gatherings.

(2) Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any



manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by counsel at any meetings or conferences regarding such complaint.

c. Association Identification

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

d. Just Cause Provision

No professional employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the professional employee and the Association. The employee shall have the right to be represented by the Association or legal counsel in any meetings pertaining to an appeal of disciplinary action.

e. Derogatory Materials

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has received a copy and has had an opportunity to review the material. The employee shall have the right to submit a written answer to such material and attach it to the file copy. Any material not originating from the district administration and which has not been used as a basis for action against the employee within three years of the end of the school year it was entered in the file, shall be removed from the file and destroyed. Unsigned derogatory materials will not be placed in an employee's file.

f. Seniority

Seniority means the status of employees with respect to total length of service with the District. Seniority shall be computed from the employee's first day worked since the most recent date of hire. Seniority will not be broken but will accrue in accordance with Act 97 of 1979 during:

- (1) Time lost because of an occupation-related accident or disease compensable under existing law;
- (2) Leaves of absence, whether paid or unpaid, set forth in this agreement, approved by the Board, or authorized under statutory entitlement;
- (3) The use of sick leave;
- (4) Periods of layoff.

In the event two or more employees began work on the same date, their seniority rank shall be determined by lottery.

g. Requests for Teacher Information

If the district receives a request from a parent for information about the professional qualifications of his/her child's teacher(s) pursuant to the No Child Left Behind Act of 2001, 20 USC 6301, et. seq., the district shall only provide that information required by the Act and shall not otherwise divulge confidential information about the teacher.

The district shall also notify the teacher(s) in writing of the date of any parental request for information about the teacher's qualifications and the information provided by the district in response to the request.

2. Association Rights and Privileges

a. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information normally available to the public or provided for in the School Code of the Commonwealth of Pennsylvania.

b. Association Business

- (1) Association business shall not be conducted during assigned periods.
- (2) The Association may use District facilities for meetings and for the transaction of official business on school property at all reasonable times when the custodians are normally on duty before and after school hours, provided that this shall not interfere with, nor interrupt, normal school operations as determined in consultation with the Level Principal.
- (3) The Association shall have the right to distribute, through the use of teachers' mail facilities, material dealing with the proper and legitimate Association business. The Principal and/or designee shall be notified prior to the distribution of such materials. The School District will not be responsible for loss or damage of mail.
- (4) Bulletin board space for Association business such as notification of meetings, elections, parties, etc., will be provided in a location mutually agreed upon by the Association and the respective Principal.
- (5) The Association shall be granted a total of maximum of twelve (12) teaching or working days per school year for Association Business. The Association agrees to reimburse the district for the cost of a substitute, if used, for any days in excess of eight (8). No more than three (3) members of the bargaining unit shall utilize association days at the same time. Whenever possible, no more than two (2) members will be from the same level. The Association agrees to provide the District with a minimum of five (5) days notice when utilizing said leave unless exigent circumstances prevail. The Association agrees to include the names of the member(s), the date(s) and time of the leave. If the Association leave is to attend a PSEA or an affiliate organization, the Association will provide the District Office with the place and location of the event (Example: PSEA House of Delegates, Nittany Lion Inn, State College, Pennsylvania).

### 3. Teaching Hours

- a. School Day -- The maximum school day shall be seven (7) hours and five (5) minutes, excluding one-half hour for lunch.
- b. Lunch Period -- All teachers shall have a daily duty-free lunch period of at least 30 minutes.
- c. Leaving the Building -- Teachers may leave the building upon notification and proper execution of the "Sign Out" and Sign In" form in the Principal's office during their scheduled duty-free lunch period. Teachers must receive permission from the principal or his/her designee to leave the building during planning periods for school related or emergency reasons. It shall be understood that workmen's compensation shall not apply during the time the teacher is away from the building on personal business.

4. Teachers shall be available for parent conferences and student help, when requested, during the school day and, at mutually agreed times, beyond the school day.

5. Teachers' attendance at Open House activities will be required unless prior approval for absence has been granted by the Level Principal.

Teachers' attendance at Parent Conferences when scheduled as part of Parent Conference Day activities will be required unless prior approval for absence has been granted by the Level Principal.

6. Teachers will have readily available daily detailed lesson plans in district template, provided annually prior to the start of the school year, and seating charts or class rolls for review by appropriate supervisors and for use by substitutes. In addition, each teacher is to develop plans for an auxiliary unit of instruction for five consecutive days which could be used by any substitute in the respective classes. These plans are to be submitted to the Level Principal during the first week of school. It should be understood that these plans will be used only for emergency situations.

### 7. Compensation for Pupil Transportation

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of the administrator. The teacher shall be compensated at the maximum amount allowed by the IRS for the use of his or her own automobile.

### 8. Reimbursement for Travel Expense

- a. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the maximum allowed by the IRS. The same allowance shall be given for use of personal cars for field trips or other school business for the District. Origination of mileage shall begin from the building where the employee first reports for scheduled work.

b. Expense – The District shall reimburse professional employees for documented overnight conference expenses at a rate not in excess of Fifty (\$50.00) Dollars per day for meals, plus mileage and conference fees. This provision shall pertain only to Board approved conferences. The Board may also approve attendance by professional employees at other conferences at no additional cost to the District other than to provide substitutes, with professional employees to pay their own expenses.

9. Assault

a. A teacher may use reasonable force as is necessary to protect him or herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

b. Teachers shall immediately report cases of assault suffered by them during the school day or while performing other assigned duties in connection with their employment to their Principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved. The Superintendent shall act in appropriate ways as liaison between the teacher, police, and the courts.

c. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his or her duties.

10. Criminal and Civil Proceedings

If criminal or civil proceedings are brought against a teacher alleging that he or she committed an assault in connection with his or her employment during the school day or when on assigned duty during any school sponsored event, such teacher may request the Board to furnish legal counsel to defend him or her in such proceedings. If the Board does not provide such counsel and the teacher prevails in the proceedings, then the Board shall reimburse the teacher for counsel fees incurred in his or her own defense.

11. Leaves

a. Leave of Absence

A teacher who is unable to teach because of personal illness or disability and who has exhausted all paid leave available shall be granted a leave of absence without pay not to exceed one (1) year. The Board, at its discretion, may extend paid sick leave for such individuals for a maximum of one (1) year.

b. Parental Leave

Upon request a teacher will be granted a parental leave of absence without pay not to exceed ten (10) consecutive months. This leave shall commence on or after the birth of the child and shall not include any period of actual disability occasioned by childbirth. In every instance, other than adoption, where the parental leave does not commence with

childbirth or immediately after any period of disability occasioned by childbirth, such leave shall not extend beyond the first birthday of the child.

In the event that the parental leave is granted to an adoptive parent, the leave of absence without pay shall extend for ten (10) consecutive months from the date granted or until the child is enrolled as a full-time student, whichever comes first. Upon request of the teacher, the Board may grant an extension to the leave.

A teacher on leave must request reinstatement by giving written notice to the Superintendent sixty (60) days prior to the date on which the teacher wishes to return to services.

When a teacher is reinstated as a full-time professional employee after a parental leave, the teacher shall recover unused sick leave days.

c. Notification of Accumulation of Sick Leave and Personal/Emergency Days

Teachers shall be given written accounting of accumulated sick leave and Personal/Emergency Days as part of their teaching contract rider each year.

d. Association

A leave of absence without pay of up to one (1) year shall be granted to any teacher, upon application, for the purpose of serving as an officer of the State or National Association or on its staff. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as he or she would have been had he or she taught in the system during such period. Such teacher shall not receive or accumulate additional sick leave during such leave of absence, but will not forfeit prior accumulated sick leave.

e. Sick Leave Bank

The Association shall establish a sick leave bank to which members of the bargaining unit may contribute days of personal sick leave. Such sick leave Bank shall be administered by the Association, subject to review by the Board. The Association shall establish and furnish to the District a copy of the rules and regulations governing the operation of the bank. Any changes or revisions in existing rules and regulations are subject to approval by the Board. The association shall certify to the District the contributors to the bank and the District shall honor withdrawals therefrom upon proper certification by the Association. The Association shall promptly notify the business office of its decision to grant sick days. The Board will not be responsible for hardships to teachers caused by the Association failing to properly notify the business office.

f. Sabbatical Leave

In accordance with Sections 1166, 1167, 1168, 1169, 1170, and 1171 of the Public School Code of 1949, as amended, and including Act 66 of 1996, employees in the bargaining unit will be granted a leave of absence for professional development or a sabbatical leave for restoration of health, or at the sole discretion of the Board, for other appropriate reasons. Such leave may be for one (1) full school year, one (1) semester, or two (2) semesters and may be taken over a period of two (2) calendar years.

A request for sabbatical leave for restoration of health is not subject to advance notice to the employer. All other requests for leave of absence for professional development (except for an emergency) or other appropriate reasons shall be submitted to the Superintendent on the approved form on or before April 1 of the preceding school year and must meet the following conditions:

(1) Restoration of health -- Requests shall include a physician's certification. Upon return, a physician's certification for return shall be submitted.

(2) Professional Development - Leaves for half a school term must consist, at a minimum, of nine (9) graduate credits, twelve (12) undergraduate credits, 180 hours of professional development activities or a combination thereof. Leaves for a full school term must consist, at a minimum, of eighteen (18) graduate credits, twenty-four (24) undergraduate credits, 360 hours of professional development activities or a combination thereof. Requests shall include a detailed plan describing the professional development activities to be undertaken and/or a list of proposed course work and institutions and proposed times and dates for professional development activities. The Board will approve or reject the plan consistent with its written policy. Upon return, transcripts for all courses taken and/or a verification of the actual times and dates of professional development activities shall be submitted.

(3) Other appropriate reasons -- Requests shall include such reasonable documentation as deemed necessary by the Board. Additional documentation may be requested upon return.

Employees on leave for professional development or sabbatical leave shall receive one-half (1/2) of their regular salary and will be entitled to all other benefits provided by this agreement.

g. Bereavement Leave

Whenever a member of the bargaining unit shall be absent from work for the purpose of this provision, there shall be no reduction in salary of said employee for an absence not in excess of the following:

Immediate Family: Parent, Spouse, Child, or any person with whom the employee has made his or her home

- Four (4) school days

Family: Sibling, Grandchild, Grandparent, Parent-in-Law, Child-in-Law, near relative who resides in the same household

- Three (3) school days

Near Relative: First Cousin, Aunt, Uncle, Niece, Nephew, Brother-in-Law, or Sister-in-Law

- One (1) school day for the day of the funeral

Employees may utilize accumulated unused personal leave days to extend such leave to a maximum of five (5) days consecutively or four (4) days consecutively and one (1) day at a later date for business/estate purposes. Bargaining unit members who have domestic partners shall qualify for bereavement leave as set forth in this provision.

## 12. Salary Penalty

Teachers who fail to give the Board or Superintendent a 60-day notice prior to the termination of employment shall have a deduction made from their final salary payment. Such deduction shall be equal to the daily salary multiplied by the number of days not worked within the 60-day limit. No such penalty shall be deducted from pay due under a previous year's contract.

## 13. Rules and Regulations

Teachers will adhere fully and promptly to all Board policies and administrative rules and regulations that are not illegal, nor contrary to the provisions of this agreement.

## 14. Collection of Money

Collection of money by teachers shall be on a voluntary basis.

## 15. Illness

In any school year whenever a professional or temporary professional employee is prevented by illness or accidental injury from following his or her occupation, the District shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of ten days. Such leave shall be cumulative from year to year. No employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties. Sick days may be taken in either full day or half day increments.

A teacher will be required to furnish a medical certificate from a physician or other licensed practitioner for any period of sick leave in excess of three (3) consecutive days. The medical certificate should verify the fact that the employee was unable to perform his or her duties during the period of absence. The medical certificate must be submitted to the District Office within three work days from the employee's date of return to work. However, the Board reserves the right to require a medical certificate from any professional employee when a pattern of abuse exists. When accumulated sick leave is exhausted, salary reduction will be made on a pro-rated per diem basis.

Employees may use their accumulated sick leave days, up to ten (10) days, during each school year for injury or illness of an immediate family member as defined in Section G. above.

Employees requesting the use of sick days for scheduled medical appointments will be required to provide medical appointment information to include name, health care facility and scheduled time for appointment. Information documentation may include an appointment card or office visit appointment information or appointment confirmation. Documentation should be provided prior to the scheduled appointment or immediately upon the employee's return to work.

#### 16. Protection of Teachers, Students, and Property

To the extent feasible in existing buildings (provided that no substantial capital investment is necessary) and in designing new buildings and rehabilitating existing buildings, the Board will provide in each school building working conditions which are safe, healthful, and reasonably hazard free.

#### 17. Accountability

Teachers shall maintain records for materials and facilities assigned to them. Teachers will also maintain appropriate records to substantiate student grades.

#### 18. Separability Clause

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law.

#### 19. Printing Agreement

The Board shall print and provide copies of this Agreement to all teachers within thirty (30) days after the Agreement is signed. This Agreement shall also be presented to every teacher employed hereafter. All costs of printing will be paid by the Board.

#### 20. Maintenance of Membership/Fair Share

a. All employees who are members of the Association on the effective date of this agreement or who thereafter during its term become members of the Association shall, as a condition of continued employment, maintain their membership in the Association for the term of this agreement, provided however, that any such employee may resign from membership in the Association during a period of fifteen (15) days prior to the expiration of this agreement.

b. Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by the Public Employee Fair Share Fee Law, 43 PS 1102.1, et. seq. (Act 84 of 1988). The School District and the Association agree to comply with all provisions of said law. The Association agrees to extend to all nonmembers the opportunity to join the Association.



## 21. Vacancy Notification

Whenever a vacancy arises within the bargaining unit, the Superintendent will notify the Association President in writing at least seven (7) days before the vacancy is filled (except in cases of emergency).

## 22. Master's Equivalent

- a. Requirements for a Master's Equivalent will follow the Pennsylvania Department of Education's official regulations.
- b. Members of the bargaining unit who received a Master's Equivalency prior to July 1, 2009 are eligible to move horizontally across the Master's +15, Master's +30 and Master's +45 columns without securing a Master's Degree.
- c. All other members of the bargaining unit must have an earned Master's Degree to move horizontally across the Master's +15, Master's +30 and Master's +45 columns.

## 23. Jury Duty

Employees called for jury duty or subpoenaed as a witness will be excused from work providing the following provisions are met:

- a. Provide the Superintendent with a copy of the official call, summons, or subpoena at least 24 hours prior to the reporting date.
- b. Furnish evidence that jury service was performed or an appearance made in court as a witness.

If the employee pays over to the Board the amount received for service as a juror, no deduction will be made from the salary of the employee. Total time per fiscal year shall not exceed fifteen (15) work days.

## 24. Assignments/Transfers/Reassignments

- a. Every teacher will be given written notification of his/her tentative teaching assignment for the next school year as early as possible, but no later than August 1. This notification will include building, grade level and subject area(s) to which the employee is assigned.
- b. Professional employees shall be subject to transfer/reassignment from one position to another within the confines of valid certification.
- c. Voluntary Transfers -- Employees may request a transfer/reassignment and shall be given every consideration for any vacancies for which they are properly certificated. Notification of the possibility of transfers/reassignment shall be made to all employees as early as possible to allow requests for such transfers/reassignments.
- d. Involuntary Transfers -- Transfer/reassignment notification and the reason shall be made to the professional employee being transferred/reassigned as early as possible

before the effective date of such transfer/reassignment. The Principal and/or Superintendent shall confer with the affected employee prior to implementation of the transfer/reassignments.

e. When unanticipated circumstances require that transfers/reassignments be made later than thirty (30) days prior to the first day of classes, the affected employee may request a written explanation from the District.

f. The Superintendent shall have final disposition in transfers/reassignment, subject to review by the Board.

## 25. Reduction in Staff

1. Should it become necessary to suspend or demote an employee(s) for any lawful purpose, such suspensions and demotions shall be effected in inverse order of seniority within the District.
2. The Association and District agree that in the event of suspensions or demotions, realignment of the employees shall occur so as to ensure that more senior employees are provided the opportunity to fill positions for which they are certificated and which are occupied by less senior employees.
3. Approved leaves of absence shall not constitute a break in service for purposes of computing seniority for suspension or demotion purposes. Seniority shall continue to accrue during suspension and all approved leaves of absence.
4. Where there is or has been a consolidation of schools, departments or programs, all employees shall retain the seniority rights they had prior to the reorganization or consolidation.
5. All employees shall have realignment and recall rights. The recall of suspended and demoted employees will be based on their seniority ranking determined at the time of suspension on their last professional work day. No position shall be filled until all properly certified part-time employees have been made whole.
6. Tenured employees shall be considered senior to non-tenured employees.
7. Notwithstanding his or her seniority ranking, the Association President shall be continued in employment so long as a position exists for which he or she is properly certificated.

## 26. Procedure for Hiring Coaches

### a. Rehiring

(1) All coaching positions shall automatically be renewed for the following season unless the Board declares the position open within sixty (60) days following the close of the season or the employee notifies the Board in writing that he or she will not accept the position for the following season.

(2) The Athletic Director or Head/Varsity Coach will recommend to the respective building principal any assistant, JV, or Middle School coach for rehiring or dismissal. The Athletic Director shall recommend to the Senior High School Principal any Head/Varsity coach for rehiring or dismissal.

(3) Recommendations for rehiring will be submitted to the Board within sixty (60) days following the close of the sport season.

(4) No coach will be denied re-employment without written explanation of the reasons for the denial and without an opportunity to respond to such reasons.

(5) Written notification of the Board's action will be sent from the Superintendent's office to all applicants within three (3) days following the Board's action.

b. Hiring of New Coaches

(1) In compliance with Article IV, Section 21 of this agreement, all coaching vacancies will be advertised.

(2) Interested parties shall submit a formal letter of application to the Senior High School Principal.

(3) Whenever more than one individual applies for a coaching position, all applicants may be interviewed by a panel consisting of:

Senior High School Principal  
Athletic Director  
Representative(s) of the Board Athletic Committee  
Middle School Principal (Middle School Sports)  
Assistant Athletic Director (Middle School Sports)  
Head/Varsity Coach (Middle School, JV, or assistants)

The Superintendent may also participate in interviews.

(4) Recommendations to the Board for employment as a coach shall be made by the Senior High School Principal or designee as outlined in Article XIII, Sections 1 and 2 of the PIAA Constitution. For Middle School sports, the Middle School Principal shall have the responsibilities as outlined in Article XIII, Sections 1 and 2 of the PIAA Constitution.

(5) The Board will act upon recommendations submitted by the principal(s) at the next meeting of the Board following the recommendation. Tabling a motion shall constitute action by the Board.

## 27. Faculty, Department, Grade Level Meetings

Attendance at regularly scheduled faculty, department, and/or grade level meetings is compulsory. Failure to attend without prior approval from the level Principal, except as provided in Article V, Section 6, will result in the loss of one-half of a day. If the entitled number of personal days have been used, the result will be loss of pay (one-half of 1/186) for one-half day.

## 28. Induction Program

During the induction period, a Mentor rather than supervisory relationship shall exist between the Induction Team and the Inductee. No materials gathered, observations made, or critiques given by mentor shall be incorporated into or in any way be part of evaluation of any employee involved in the program.

The employer shall certify to the Department of Education upon the expiration of the induction period for each Inductee that the employee's induction period has been completed. Inductees shall be held harmless in the event the employer fails or refuses to certify completion of the program.

Mentors shall receive additional compensation as set forth in Article V, Section 9 of this agreement.

## 29. Criticism of Administration and Board Members

Employees will refrain from making derogatory comments about members of the Administrative Staff and Board members in the presence of students during the school day.

## 30. Identification Card

Each employee shall receive a pictured identification card. This card, bearing the picture of the employee, will be required acceptance for complimentary admission at all District sponsored activities. Provisions of this Article do not apply to those District activities which are approved as fund raisers.

## ARTICLE V

### SALARY AND FRINGE BENEFITS

#### 1. Salary

- a. Salary provisions of the past agreement expire with the opening of the 2018-2019 school year.
- b. Effective September 1, 2018 and each work year thereafter, each salary shall be in accordance with, or not less than, the salary schedules indicated in Appendix A of this agreement. Bargaining unit members shall experience step movement in each year of the agreement.
- c. Effective September 1, 2018, the salaries for Extra-Curricular Activities and Athletic Coaching shall be in accordance with, or not less than, the salary indicated in Appendix B of this agreement.
- d. For new hires, the District shall honor prior years of service as temporary professional employees or professional employees in Pennsylvania public schools for purposes of placement on the salary schedule.

#### 2. Insurance

##### a. Life Insurance

The District will provide Term Life Insurance with accidental death and dismemberment benefits for each member of the bargaining unit in the amount of \$50,000 effective the first day of the month following ratification of this agreement.

The life insurance shall go into effect for new employees the beginning of the month after they have physically reported to work. For employees who are on any type of leave and therefore not physically at work when a new amount of coverage takes effect, the new coverage will take effect the beginning of the month after the employee has physically reported to work. The life insurance shall terminate at the end of the month in which the employee's active employment with the employer ends.

Employees who become disabled and qualify for waiver of premium benefits shall remain at the level of life insurance coverage in effect at the time of the application and as approved by the life insurance company. This amount of coverage shall remain in effect as long as the employee remains an employee of the District. When the employee is no longer disabled and after the employee has physically reported to work, any increases in coverage shall become effective.

b. Medical Insurance

For the entire term of the contract, the District will pay the full premiums required to provide dental and vision insurance coverage for all employees and their dependents.

Insurance coverage will be provided through the Central Susquehanna Region School Employees' Health and Welfare Trust or other mutually acceptable carrier.

The District will pay the full premiums required to provide medical insurance coverage for employees and their dependents in the PPO/HMO 250 Plan subject to the premium contributions outlined below. Employees who desire medical insurance coverage shall, to be eligible, authorize a payroll deduction of

2018-2019: \$95 per pay

2019-2020: \$95 per pay

2020-2021: \$100 per pay

2021-2022: \$105 per pay

2022-2023: \$110 per pay

\* Dependent spouses who are also employees of the district will not be subject to this deduction.

In the event that a funding holiday is approved by the Central Susquehanna Region School Employees' Health and Welfare Trust or other mutually acceptable carrier in which the District's monthly full premium is suspended, the employee premium contributions will also be suspended for the month(s) of the approved funding holiday. If a half-month funding holiday is approved by the Central Susquehanna Region School Employees' Health and Welfare Trust or other mutually acceptable carrier in which the District's monthly full premium is reduced by fifty percent, the employee premium contributions will be suspended for one payroll period for the month of the approved funding holiday.

Employees shall be responsible for paying the deductibles, copays and prescriptions as per the Summary of Benefits. The District will fully fund the co-insurance by depositing the co-insurance maximum dollar amount for in-network / participating providers into a roll-over HRA. Employees have exclusive discretion to spend the HRA monies. Deposits will be made to the HRA Administrators September 1<sup>st</sup> of each year beginning with the 2015-2016 school term.

The District and Association agree to re-open the medical insurance section on January 1, 2022, should it appear that the Cadillac Tax (Excise Tax) will be levied starting in 2023.

c. Insurance coverages shall be equivalent to or better than those listed in the Central Susquehanna Region School Employees' Health and Welfare Trust Plan Document. When made available to the District, updates, changes, or clarifications of employee coverage will be furnished to the employees.

Dental insurance will include basic and supplemental benefits as provided by the Central Susquehanna Region School Employees' Health and Welfare Trust. The district will make available periodontic, prosthodontic, and orthodontic benefits to employees who agree to pay the difference in premiums for such benefits. The employer agrees to

provide Dental coverage for each bargaining unit member in an amount up to fifteen hundred (\$1,500) for costs incurred.

Vision insurance will include eye examination and refractive services at the UCR rates and the following post-refractive allowances:

FRAMES	\$48.00
LENSES	
Single Vision	\$48.00
Bifocal	\$72.00
Trifocal	\$92.00
Aphakic	\$220.00
CONTACT LENSES	
Cosmetic	\$96.00
Medically Necessary	
Hard	\$300.00
Soft	\$400.00

Any dispute concerning benefits extended by this Agreement is to be settled between the Employee and the insurance carrier. The District will not be a party to such disputes and will not be liable for any resolution thereof. However, if necessary, the District will certify payment of the required premiums.

d. Section 125 Plan

The District will establish a Flexible Spending Account plan in accordance with Section 125 of the Internal Revenue Service regulations to be used for health insurance premiums. The District will provide necessary census data to the administrator to establish the plan and make authorized deductions from the salaries of employees participating in the plan. Additionally, the District will provide members with access to a Section 125 FSA and a dependent care account for the purposes of health care expenses and dependent care expenses. These programs are considered voluntary for the employee and, therefore, at the employee's option. Employee contributions will be subject to the IRS annual limitations. All FSA accounts are subject to the guidelines / limitations of the provider.

e. Medical Insurance Opt Out

The District will pay, in lieu of group medical coverage for an eligible employee who would accept this opt-out payment, \$2,350 annually for the term of the agreement. This amount will be paid in two (2) installments, one in December and one in June of each year.

This payment is subject to all applicable federal, state and local tax withholdings. Employees may waive insurance coverage at the beginning of any month but must complete the Waiver of Insurance Benefits (Appendix D) and provide proof of medical insurance coverage in order to qualify for these payments. New employees will have 30 days from their date of employment to provide proof of insurance. Employees whose

spouse is a district employee covered by the District's medical coverage, are not eligible for payment.

In the event the employee would experience a life-changing event requiring reenrollment in the medical insurance coverage plan, the employee would only receive payment for the period of time that he was not under the District's medical insurance coverage.

The District shall establish this provision in a manner consistent with and to meet all requirements of a Section 125 plan, if the District determines that it can legally do so.

f. Major Medical Deductibles shall be set at \$100. (2 - \$100 deductibles per family.)

### 3. Personal Absences

a. Employees in the bargaining unit will be granted three (3) days paid leave per year for personal reasons with the following provisions:

(1) Four requests per day will be granted in the James Baugher Elementary, Middle, and Senior high Schools.

(2) Two requests per day will be granted in the White Deer Elementary and Montandon Elementary Schools.

(3) All Absences shall be subject to approval of the principal of each level.

(4) Requests above the allowable number per building are at the discretion of the principal.

(5) Advance notification of three (3) days is requested whenever possible.

(6) Unused personal days may be accumulated from year to year to a maximum of five (5) days, however employees may use five (5) consecutive days per year with the following conditions:

(a) Written notice should be submitted to the Principal twenty (20) calendar days in advance of the planned personal leave for five (5) consecutive days. Emergency requests for a personal leave should be arranged with the principal or designee.

(b) No use of five (5) consecutive personal days shall be granted during the first twenty (20) days of the school year or during the last twenty (20) days of the school year. In any circumstance, a written request for personal days may be granted at the sole approval of the building principal.

b. Bargaining unit members shall be able to leave work for 50 minutes up to four times annually for compelling and/or emergency reasons. Said leave shall be submitted to the Superintendent (or designee) for approval through the Employer's online program should time permit (i.e. sudden, unexpected emergency may require a conversation with supervisor). Bargaining unit members who exceed the fifty minutes will be charged one-half day against their personal day leave. If the entitled number of personal days has



been used, the result will be loss of one-half per diem pay for that day. Any member who exhausts four (4) requests in any given year can seek additional leave for acute medical reasons for the care of oneself as described above at the discretion of the Superintendent (or his/her designee).

c. Unused personal leave days in excess of five (5) days will be accumulated and compensated in accordance with Article V, Section 7.

d. Personal leave days may be taken in half-day increments.

#### 4. Tuition Reimbursement

For the term of the agreement, the District will pay the cost of tuition as follows, subject to the other eligibility criteria in this section:

For Level 1 Teachers-The District will pay ninety (90%) of the cost of tuition at the graduate rate for Bloomsburg University or the dollar equivalent for up to twelve (12) credits per year (July 1 through June 30).

For Level 2 Teachers-The District will pay ninety (90%) of the cost of tuition at the graduate rate for Bloomsburg University or the dollar equivalent for up to nine (9) credits per year (July 1 through June 30).

For Level 2 Masters Level and Above-The District will pay eight-five (85%) of the cost of tuition at the graduate rate for Bloomsburg University or the dollar equivalent for up to six (6) credits per year, in the final three (3) years of the contract for a cumulative total of no more than twelve (12) credits.

A written request for reimbursement must be submitted to the Superintendent and approved by the Board prior to registration or enrollment in the course. Reimbursement will be made upon verification of payment and satisfactory completion of the course, so long as the grade is received within forty-five (45) days after the course grade is released by the College/University. The course will be considered satisfactorily completed by the District if the employee attains a grade of "B" or its numerical equivalent. If the course is only offered "pass/fail" then a "pass" shall be considered a satisfactory completion by the district.

Upon request, the District will pre-pay 100% the agreed upon tuition upon enrollment for credits, provided the employee has received the necessary pre-approval and submits a completed enrollment form which can be sent with the payment to the college or university. Employees who fail to submit verification of grade(s) within forty-five (45) days after the course grade is released by the College/University or who fail to satisfactorily complete the course shall reimburse the district through deductions from their paycheck for the cost of that course only. In any event, an employee's failure to seek pre-approval or submit verification within the allotted time periods can be appealed to the Superintendent for special approval due to mitigating and/or exigent circumstances.

"Actual cost of tuition" is defined as actual out-of-pocket expenses for tuition only (not technology fees or any other fees) that have been paid by the eligible employee.

For the term of the agreement, the maximum expenditure will not exceed \$110,000 annually. No monies will be carried over from year to year.

Salary classifications, as shown in Appendix C, will be determined on the basis of work completed before September 1 to qualify for a change in salary classification. To qualify for columnar movement, all credits must be pre-approved by the Superintendent.

A teacher receiving reimbursement for tuition will be expected to remain in the District for three years following receipt of reimbursement. A teacher who voluntarily terminates his/her employment will return a proportionate amount of reimbursement received: Two-thirds (2/3) would be returned if the teacher remains only one year; One-third (1/3) would be returned if the teacher remains only two years. If an employee retires from teaching within three (3) years of completion of a course for which he or she has received tuition reimbursement, no repayment of the tuition reimbursement is required.

The following statements refer to eligibility for reimbursement for graduate work:

- a. New teachers will be eligible for reimbursement beginning in the first semester of the school year in which they contract to teach.
- b. Teachers are eligible providing they can fulfill teacher certification requirements as approved by the Department of Education.
- c. Secondary and special subject teachers are eligible if the work taken is in the subject field in which the teacher is currently teaching or has been assigned to teach.
- d. Elementary teachers (K-6) are eligible providing the work being taken falls under the classification of Elementary Education or state determined criteria with respect to certification levels.
- e. Credit earned as a result of participation in courses televised by commercial or public broadcasting stations, or prior life experience will not be eligible for tuition reimbursement.
- f. Courses of a general nature such as: School Law, Philosophy of Education, Educational Research, etc., required for an advanced degree in the teacher's field are eligible for reimbursement.
- g. Distance learning through a regionally accredited University program will be acceptable.
- h. Undergraduate courses are eligible for reimbursement if properly pre-approved by the Superintendent.

## 5. Tax-Sheltered Annuities

The Board authorizes the solicitation and sale of Tax-Sheltered Annuities to all teachers of the District. Any company is eligible to enroll members from the District if the following requirements are met:

- a. The company must have a Pennsylvania License to sell annuities.
- b. There shall be no solicitation during school hours.
- c. All companies must have a letter of authorization from the District Administrative Office.
- d. A minimum of ten (10) employees must enroll before deductions will be made for any new program.
- e. Changes by employees in the rate of withholding or change of company may be made only one (1) time during a calendar year (January 1 through December 31).
- f. New vendors will comply with the Milton Area School District 403(b) plan document.

## 6. Length of Contract

The work year for professional employees shall be 180 days of pupil instruction plus a maximum of six (6) non-instructional days. For the first year of employment, newly hired employees shall add one additional non-instructional day (to make a maximum of seven (7)) for orientation purposes.

In addition, each full-time employee will be required to attend two building faculty and/or professional development meetings each year, one in September and one in May. An annual schedule will be provided by August 1<sup>st</sup> of each year. Such meetings will be scheduled immediately after the school day and shall last a maximum of one (1) hour.

Employees on approved leave, attending other district-approved activities, or utilizing one (1) sick leave day per contractual year on the date(s) of such meeting(s) shall not be required to make up that time, however, will be responsible for material or information presented at such meetings.

## 7. Terminal Retirement Pay

Upon retirement of a teacher who is eligible for normal retirement allowance under the Public School Employees' Retirement System (defined as: age 62 with one year of credited service...or 35 years of service regardless of age...or age 60 with 30 years of credited service...or 25 years of service and 55 years of age) the Board shall compensate the employee based upon when written notification of the employee's retirement is received by the District. Terminal retirement compensation has been established to afford the District the opportunity to engage in long-term planning and meet budgetary requirements of Act 1 of 2006.

The District will provide annual notification to staff in November of each year, and the Association will provide annual notification to staff in December of each year regarding deadlines associated with terminal retirement pay. Retiring employees shall be eligible to receive the terminal retirement pay option listed below.

a. Employees who submit a letter of retirement on or before January 2<sup>nd</sup> of each respective year shall be eligible for the following terminal retirement compensation:

(1) Payment of \$750.00. Such payment shall be deposited directly into the employee's 403(b) plan within fifteen (15) days of the employee's retirement formally being accepted by the School Board.

(2) Payment of \$45.00 per day for each unused Personal and/or Emergency Day. Accumulation of days will begin September 1, 1967. Such payment shall be deposited directly into the employee's 403(b) plan within fifteen (15) days of the employee's last day of employment.

The Board shall provide one (1) year of medical insurance coverage for the employee only for every ninety-five (95) days of unused sick leave at the time of retirement. Days numbering less than 95 shall be credited as a fractional part of a year.

Upon expiration of district-paid coverage, the retiree, until age 65, will be allowed to continue medical insurance coverage at the retiree's expense. The employee must take advantage of the benefit offered at the time of retirement. This benefit may not be deferred.

If the employee certifies to the District that he/she has medical insurance coverage from an alternative program, the District will make a non-elective employer contribution directly into the employee's Health Reimbursement Arrangement (HRA) plan within 15 days of the employee's last day of employment. This contribution will be calculated at the rate of 1 - 50 sick days = employee earns \$40.00 per day towards HRA; 51 - 100 sick days = employee earns \$50.00 per day towards HRA, starting with day 51; Beginning with day 101+ = employee earns \$60.00 per sick day towards HRA \*Note: first 50 days earns \$40.00 per day; days 51 - 100 earns \$50.00 per day; days 101+ earns \$60.00 per day.

The district's obligation for any payment of the individual medical insurance coverage for the retiree provided through this provision shall be offset by monies received by, or on behalf of the retiree as set forth in Act 23 of 1991 or any amendment of said act.

Retirement letters received after the January 2<sup>nd</sup> deadline due to medical conditions of self or immediate family will, after review and approval by the School Board, be given terminal retirement pay.

## 8. Benefits for Employees on Leave

During unpaid leaves, insurance benefits will be suspended unless the employee chooses to continue such coverage by paying the required premiums to the District for coverage under the group plan during the period of leave, providing the insurance carrier agrees.

## 9. Compensation for Mentors

Employees in the bargaining unit who serve as Mentors in the Induction Program shall be entitled to additional compensation in addition to their regular salaries. The amount paid shall be the sum of \$825 for each school year.

## 10. Supplemental Employment Pay

Professional employees requested to perform the following work for the district:

- a. homebound instruction
- b. summer school instruction
- c. summer band
- d. IEP development
- e. curriculum development
- f. outside grants
- g. tutoring
- h. instruction of adult education classes
- i. orientation nights

shall be compensated at the rate of \$27.00 per hour and will be reimbursed for mileage at the current IRS rate. The hourly rate shall increase annually by \$1.00 per hour during the term of this agreement.

Compensation for IEP development outside of the regular school day must be pre-approved by the Supervisor of Special Education or designee and will generally be based on the following:

- a. hours spent in IEP meetings outside the regular school day
- b. 1 hour for each student above the average case load
- c. 1 hour per student for preparing data to be sent to the middle or high schools or for exit summaries
- d. other hours as approved by the Supervisor of Special Education or designee

## 11. National Board Certification

Teachers who seek the National Board Certification and receive prior approval of the superintendent shall receive financial assistance up to 90% of the required program entry and/or assessment fees. Candidates who fail to successfully complete the program within the established time allotment will be required to reimburse the Milton Area School District for those fees. Teachers who attain National Board Certification as defined by the National Board for Professional Teaching Standards shall receive an additional non-cumulative stipend of one thousand five hundred dollars (\$1,500) per year for each year that the National Board Certification is maintained. The payment of necessary assessment and enrollment

fees for initiation and maintenance of National Board Certification, beyond fees reimbursed to the employee through state or nationally funded initiatives for the initial assessment for certification, will be reimbursed to the employee by the District pursuant to the terms of Article V, Section 4 Tuition Reimbursement.

ARTICLE VI

MEMBERSHIP DUES DEDUCTIONS

1. Deduction from Salary

The board agrees to deduct dues from the salaries of members of the Milton Area Education Association, the Pennsylvania State Education Association, and the National Education Association as said members authorize the Board to deduct and to transmit the monies by check within two (2) work days after each pay day to the Milton Area Education Association.

a. Equal Installments

Deductions referred to in the above paragraph will be made in as nearly equal installments as practicable during the school year.

2. List Supplied to Board

No later than October 1, the MAEA will provide the District Office with duplicate authorization cards.

(Sample Authorization Card)

PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize nineteen (19) deductions from my pay for professional dues for

\_\_\_\_\_  
(Name of Individual)

I agree that upon termination of employment the School District Office shall deduct any remaining amount due for that current school year.

This authorization will remain in effect unless cancelled in writing within fifteen (15) days prior to the expiration of the collective bargaining agreement as stated in Act 195.

Copies of the statement canceling the deductions shall be submitted to both the District and the Association.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

SIGNATURES

This agreement shall be effective July 1, 2018, (except where otherwise indicated) and shall continue in effect until June 30, 2023. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS THEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon.

MILTON AREA EDUCATION  
ASSOCIATION

MILTON AREA BOARD  
OF EDUCATION

BY   
President

BY   
President

BY   
Secretary

BY   
Secretary

DATE 6/12/18

DATE 6/12/18

**APPENDIX A**

**BASE YEAR SALARY SCHEDULE**

<u>STEP</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
1	43,861	45,669	48,078	50,486	52,895
2	45,086	46,894	49,303	51,711	54,120
3	46,311	48,119	50,528	52,936	55,345
4	47,537	49,344	51,753	54,161	56,570
5	48,762	50,570	52,978	55,386	57,795
6	49,987	51,795	54,203	56,611	59,020
7	51,212	53,020	55,428	57,837	60,245
8	52,437	54,245	56,653	59,062	61,470
9	53,662	55,470	57,878	60,287	62,695
10	54,887	56,695	59,103	61,512	63,920
11	56,112	57,920	60,328	62,737	65,145
12	57,337	59,145	61,553	63,962	66,370
13	58,562	60,370	62,778	65,187	67,595
14	59,787	61,595	64,003	66,412	68,820
15	61,012	62,820	65,228	67,637	70,045
16	62,237	64,045	66,453	68,862	71,270
17	63,462	65,270	67,678	70,087	72,495



MILTON AREA EA						
Salary Schedule						
2018-2019						
TO TOP	<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>
15	1	46,086	48,119	51,203	53,611	56,020
14	2	47,311	49,119	52,203	54,611	57,020
13	3	48,537	50,344	53,203	55,611	58,020
12	4	49,762	51,570	54,203	56,611	59,020
11	5	50,987	52,795	55,203	57,611	60,020
10	6	52,212	54,020	56,428	58,837	61,245
9	7	53,437	55,245	57,653	60,062	62,470
8	8	54,662	56,470	58,878	61,287	63,695
7	9	55,887	57,695	60,103	62,512	64,920
6	10	57,112	58,920	61,328	63,737	66,145
5	11	58,337	60,145	62,553	64,962	67,370
4	12	59,562	61,370	63,778	66,187	68,595
3	13	60,787	62,595	65,003	67,412	69,820
2	14	62,012	63,820	66,228	68,637	71,045
1	15	63,237	65,045	67,453	69,862	72,270
Top	16	64,462	66,270	68,678	71,087	73,495

MILTON AREA EA						
Salary Schedule						
2019-2020						
TO TOP	<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>
14	1	48,311	50,219	53,978	56,387	59,695
13	2	49,537	51,444	54,978	57,387	60,695
12	3	50,762	52,670	55,978	58,387	61,695
11	4	51,987	53,895	56,978	59,387	62,695
10	5	53,212	55,120	57,978	60,387	63,695
9	6	54,437	56,345	58,978	61,387	64,695
8	7	55,662	57,570	59,978	62,387	65,695
7	8	56,887	58,795	61,203	63,612	66,695
6	9	58,112	60,020	62,428	64,837	67,695
5	10	59,337	61,245	63,653	66,062	68,695
4	11	60,562	62,470	64,878	67,287	69,695
3	12	61,787	63,695	66,103	68,512	70,920
2	13	63,012	64,920	67,328	69,737	72,145
1	14	64,237	66,145	68,553	70,962	73,370
Top	15	65,462	67,370	69,778	72,187	74,595

MILTON AREA EA						
Salary Schedule						
2020-2021						
TO TOP	<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>
14	1	49,316	52,000	56,883	59,292	61,700
13	2	50,542	53,000	57,883	60,292	62,700
12	3	51,767	54,000	58,883	61,292	63,700
11	4	52,992	55,000	59,883	62,292	64,700
10	5	54,217	56,225	60,883	63,292	65,700
9	6	55,442	57,450	61,883	64,292	66,700
8	7	56,667	58,675	62,883	65,292	67,700
7	8	57,892	59,900	63,883	66,292	68,700
6	9	59,117	61,125	64,883	67,292	69,700
5	10	60,342	62,350	65,883	68,292	70,700
4	11	61,567	63,575	66,883	69,292	71,700
3	12	62,792	64,800	67,883	70,292	72,700
2	13	64,017	66,025	68,883	71,292	73,700
1	14	65,242	67,250	69,883	72,292	74,700
Top	15	66,467	68,475	70,883	73,292	75,700

MILTON AREA EA						
Salary Schedule						
2021-2022						
TO TOP	<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>
14	1	50,767	54,857	58,165	60,574	62,982
13	2	51,767	55,857	59,165	61,574	63,982
12	3	52,767	56,857	60,165	62,574	64,982
11	4	53,992	57,857	61,165	63,574	65,982
10	5	55,217	58,857	62,165	64,574	66,982
9	6	56,442	59,857	63,165	65,574	67,982
8	7	57,667	60,857	64,165	66,574	68,982
7	8	58,892	61,857	65,165	67,574	69,982
6	9	60,117	62,857	66,165	68,574	70,982
5	10	61,342	63,857	67,165	69,574	71,982
4	11	62,567	64,857	68,165	70,574	72,982
3	12	63,792	66,082	69,165	71,574	73,982
2	13	65,017	67,307	70,165	72,574	74,982
1	14	66,242	68,532	71,165	73,574	75,982
Top	15	67,467	69,757	72,165	74,574	76,982

MILTON AREA EA						
Salary Schedule						
2022-2023						
TO TOP	<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>
14	1	53,117	56,967	59,467	61,967	64,467
13	2	54,117	57,967	60,467	62,967	65,467
12	3	55,117	58,967	61,467	63,967	66,467
11	4	56,117	59,967	62,467	64,967	67,467
10	5	57,117	60,967	63,467	65,967	68,467
9	6	58,117	61,967	64,467	66,967	69,467
8	7	59,117	62,967	65,467	67,967	70,467
7	8	60,117	63,967	66,467	68,967	71,467
6	9	61,117	64,967	67,467	69,967	72,467
5	10	62,342	65,967	68,467	70,967	73,467
4	11	63,567	66,967	69,467	71,967	74,467
3	12	64,792	67,967	70,467	72,967	75,467
2	13	66,017	68,967	71,467	73,967	76,467
1	14	67,242	69,967	72,467	74,967	77,467
Top	15	68,467	70,967	73,467	75,967	78,467

**APPENDIX B**

**MILTON AREA SCHOOL DISTRICT  
EXTRA-CURRICULAR AND ATHLETIC SALARIES  
2018 – 2023**

	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
<b>Group 1</b>					
HS Head Basketball - Boys	\$7,044	\$7,255	\$7,473	\$7,697	\$7,928
HS Head Basketball – Girls	\$7,044	\$7,255	\$7,473	\$7,697	\$7,928
HS Head Football	\$7,044	\$7,255	\$7,473	\$7,697	\$7,928
HS Head Wrestling	\$7,044	\$7,255	\$7,473	\$7,697	\$7,928
HS Head Cheerleading	\$7,044	\$7,255	\$7,473	\$7,697	\$7,928
HS Head Track - Boys	\$7,044	\$7,255	\$7,473	\$7,697	\$7,928
HS Head Track – Girls	\$7,044	\$7,255	\$7,473	\$7,697	\$7,928
<b>Group 2</b>					
HS Head Band	\$5,447	\$5,610	\$5,778	\$5,951	\$6,130
HS Drama Dir - Spring	\$5,447	\$5,610	\$5,778	\$5,951	\$6,130
<b>Group 3</b>					
HS Head Baseball	\$5,056	\$5,208	\$5,364	\$5,525	\$5,691
HS Head Cross Country	\$5,056	\$5,208	\$5,364	\$5,525	\$5,691
HS Head Field Hockey	\$5,056	\$5,208	\$5,364	\$5,525	\$5,691
HS Head Soccer - Boys	\$5,056	\$5,208	\$5,364	\$5,525	\$5,691
HS Head Soccer - Girls	\$5,056	\$5,208	\$5,364	\$5,525	\$5,691
HS Head Softball	\$5,056	\$5,208	\$5,364	\$5,525	\$5,691
<b>Group 4</b>					
HS JV Basketball - Boys	\$4,603	\$4,741	\$4,883	\$5,029	\$5,180
HS JV Basketball - Girls	\$4,603	\$4,741	\$4,883	\$5,029	\$5,180
HS Head JV Football	\$4,603	\$4,741	\$4,883	\$5,029	\$5,180
HS JV Wrestling	\$4,603	\$4,741	\$4,883	\$5,029	\$5,180
<b>Group 5</b>					
HS Asst Baseball	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst Soccer – Boys	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst Soccer – Girls	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst Softball	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst Track – Boys	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst Track – Girls	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst Track – Boys/Girls	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst Track – Boys/Girls	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Head Bowling	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562

	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
HS Head Golf	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Head Tennis – Boys	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Head Tennis – Girls	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS JV Field Hockey	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst Cross Country	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst Cross Country	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst JV Football	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst JV Football	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
HS Asst JV Football	\$4,053	\$4,175	\$4,300	\$4,429	\$4,562
<b>Group 6</b>					
Gr 7-9 Head Wrestling	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
Gr 9 Basketball - Boys	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
Gr 7 Basketball - Boys	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
Gr 7 Basketball - Girls	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
Gr 8 Basketball - Boys	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
Gr 8 Basketball - Girls	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
Head MS Football	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
Strength/Cond - Fall	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
Strength/Cond - Winter	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
Strength/Cond - Spring	\$3,893	\$4,010	\$4,130	\$4,254	\$4,382
<b>Group 7</b>					
Asst Cheerleading	\$2,964	\$3,053	\$3,145	\$3,239	\$3,336
Asst Cheerleading	\$2,964	\$3,053	\$3,145	\$3,239	\$3,336
Asst Cheerleading	\$2,964	\$3,053	\$3,145	\$3,239	\$3,336
<b>Group 8</b>					
Gr 7 Field Hockey	\$2,789	\$2,873	\$2,959	\$3,048	\$3,139
Gr 7-8 Soccer - Boys	\$2,789	\$2,873	\$2,959	\$3,048	\$3,139
Gr 7-8 Soccer - Girls	\$2,789	\$2,873	\$2,959	\$3,048	\$3,139
Gr 8 Field Hockey	\$2,789	\$2,873	\$2,959	\$3,048	\$3,139
JH Cross Country	\$2,789	\$2,873	\$2,959	\$3,048	\$3,139
MS Asst Football	\$2,789	\$2,873	\$2,959	\$3,048	\$3,139
MS Asst Football	\$2,789	\$2,873	\$2,959	\$3,048	\$3,139
MS Asst Football	\$2,789	\$2,873	\$2,959	\$3,048	\$3,139
Gr 7-9 Asst Wrestling	\$2,789	\$2,873	\$2,959	\$3,048	\$3,139
<b>Group 9</b>					
HS Drama Dir – Fall	\$2,392	\$2,464	\$2,538	\$2,614	\$2,692

	2018-19	2019-20	2020-21	2021-22	2022-23
<b>Group 10</b>					
HS Student Council	\$1,453	\$1,497	\$1,542	\$1,588	\$1,636
MS WEB	\$1,453	\$1,497	\$1,542	\$1,588	\$1,636
HS Newspaper	\$1,453	\$1,497	\$1,542	\$1,588	\$1,636
HS Yearbook	\$1,453	\$1,497	\$1,542	\$1,588	\$1,636
<b>Group 11</b>					
HS Drama – Choreographer	\$977	\$1,006	\$1,036	\$1,067	\$1,099
HS Drama – Instrumental Dir	\$977	\$1,006	\$1,036	\$1,067	\$1,099
Junior Class Advisor	\$977	\$1,006	\$1,036	\$1,067	\$1,099
MS Yearbook	\$977	\$1,006	\$1,036	\$1,067	\$1,099
HS Asst Band	\$977	\$1,006	\$1,036	\$1,067	\$1,099
<b>Group 12</b>					
VICA USA	\$703	\$724	\$746	\$768	\$791
FBLA Advisor	\$703	\$724	\$746	\$768	\$791
<b>Group 13</b>					
National Honors Society	\$560	\$577	\$594	\$612	\$630
Freshman Class Advisor	\$560	\$577	\$594	\$612	\$630
Sophomore Class Advisor	\$560	\$577	\$594	\$612	\$630
Senior Class Advisor	\$560	\$577	\$594	\$612	\$630
<b>Group 14</b>					
HS Band – Colorguard	\$529	\$545	\$561	\$578	\$595
HS Band – Percussion	\$529	\$545	\$561	\$578	\$595

Coaches will be paid an additional three percent (3%) of their base coaching salary per week for each week of extended season participation (i.e. district, regional, or state playoffs). The band directors will be paid an additional three percent (3%) of their base salary per week for each week of their participation accompanying teams competing in an extended season.



## APPENDIX C

### TEACHER SALARY CLASSIFICATIONS

#### CLASS B

Teachers holding a College Certificate or approved Vocational Teaching Certificate

#### CLASS M

Teachers holding a College Certificate or approved Vocational Teaching Certificate and a Master's Degree or Master's Equivalent.

#### CLASS M+15

Teachers holding a College Certificate or approved Vocational Teaching Certificate and a Master's Degree or Master's Equivalent, and 15 additional graduate or approved in-service credits.

#### CLASS M+30

Teachers holding a College Certificate or approved Vocational Teaching Certificate and a Master's Degree or Master's Equivalent, and 30 additional graduate or approved in-service credits.

#### CLASS M+45

Teachers holding a College Certificate or approved Vocational Teaching Certificate and a Master's Degree or Master's Equivalent and 45 additional graduate or approved in-service credits.

Master's Degree shall mean a Master's Degree granted by an institution authorized by the Commonwealth of Pennsylvania to award such degrees or by any out-of-state institution approved by the Commonwealth of Pennsylvania for certification purposes.

Master's Equivalent shall mean a Master's Equivalent Certificate granted by the Commonwealth of Pennsylvania or Master's Equivalency recognized by the District prior to July 1, 1981.

Graduate credits shall mean graduate-level, academic work taken at any institution authorized by the Commonwealth of Pennsylvania to grant graduate degrees or at any out-of-state institution approved by the Commonwealth of Pennsylvania for certification purposes.

Approved In-Service Credits shall mean those in-service credits recognized by the Intermediate unit and the department of Education.

NOTE: No more than half (1/2) of the credits required for Class M+15, Class M+30, or Class M+45 shall be approved in-service credits.

**APPENDIX D**

**WAIVER OF HEALTH INSURANCE BENEFITS  
AND  
RELEASE OF CLAIMS AGAINST THE DISTRICT/ASSOCIATION**

THIS AGREEMENT entered into by and between THE BOARD OF SCHOOL DIRECTORS OF THE MILTON AREA SCHOOL DISTRICT and THE MILTON AREA EDUCATION ASSOCIATION and \_\_\_\_\_, a Bargaining Unit Member of said District.

WHEREAS, the parties have negotiated an agreement permitting Bargaining Unit Members to elect to receive financial compensation in lieu of the District providing medical insurance; and

WHEREAS, the negotiated Collective Bargaining Agreement requires the Bargaining Unit Member to execute a waiver and release of claims against the District and the Association.

NOW THEREFORE, in consideration of the payment contemplated by this agreement and intending to be legally bound, the undersigned Bargaining Unit Member having fully read the provisions of this agreement does hereby agree as follows, to wit:

I understand that I hereby choose not to participate in the Medical Insurance Plan negotiated. I understand that I shall be paid the amount specified in Article V, Section 2.e, and that payment shall be made in two (2) installments, one in December and one in June. I further understand that, should I qualify under Section 125, the Internal Revenue Code, as amended, I may reinstate Medical Insurance coverage at the earliest possible eligible date permitted by the Carrier, however, I shall be subjected to a prorated reduction in monies corresponding for the time period I rejoined the District's group Medical Insurance Plan.

Knowing and understanding the above, I hereby elect not to participate or utilize Medical Insurance.

I do further on behalf of myself, my heirs, executors, administrators, and assigns, release and discharge the School District and the Association from all rights, claims, losses, or actions which may result from the signing of this Waiver.

I further understand that as a result of signing this waiver and release, I may not have Medical Insurance coverage. (YOU ARE ADVISED TO REVIEW ANY OTHER APPLICABLE COVERAGE OR POLICIES OF MEDICAL INSURANCE TO DETERMINE THE EFFECT, IF ANY, OF THIS WAIVER AND RELEASE WITH REGARD TO ANY OTHER COVERAGES. THE DISTRICT MAKES NO REPRESENTATION AS TO WHETHER OTHER COVERAGE WILL OR WILL NOT BE IN EFFECT.)

Intending to be legally bound hereby, I hereunto set my hand and seal to this waiver of Medical Insurance Benefits and Release of Claims.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

READ CAREFULLY BEFORE SIGNING.

\_\_\_\_\_  
Bargaining Unit Member / Date

\_\_\_\_\_  
Witness / Date

**[PROOF OF INSURANCE COVERAGE MUST ACCOMPANY THIS FORM]**

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