

AGREEMENT

BETWEEN

CAMBRIA HEIGHTS SCHOOL DISTRICT

AND

**CAMBRIA HEIGHTS EDUCATION ASSOCIATION
CHEA/PSEA/NEA**

JULY 1, 2019 THROUGH JUNE 30, 2022

TABLE OF CONTENTS

ARTICLE I - AGREEMENT	Error! Bookmark not defined.
ARTICLE II - RECOGNITION	Error! Bookmark not defined.
ARTICLE III - GRIEVANCE PROCEDURE	Error! Bookmark not defined.
ARTICLE IV - RIGHTS OF PROFESSIONAL EMPLOYEES	4
ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES.....	6
ARTICLE VI - TEACHER WORK YEAR	6
ARTICLE VII - TEACHING HOURS AND TEACHING LOAD	Error! Bookmark not defined.
ARTICLE VIII - PROFESSIONAL ASSIGNMENTS	7
ARTICLE IX - VACANCIES – PROMOTIONS - TRANSFERS	7
ARTICLE X - EMPLOYEE EVALUATION	8
ARTICLE XI - ILLNESS OR DIASABILITY	9
ARTICLE XII - TEMPORARY LEAVES OF ABSENCE	9
ARTICLE XIII - UNPAID LEAVES OF ABSENCE	10
ARTICLE XIV - PROTECTION OF TEACHERS, STUDENTS AND PROPERTY	11
ARTICLE XV - RIGHTS OF THE EMPLOYER	12
ARTICLE XVI - DUES DEDUCTION AND OTHER DEDUCTIONS.....	12
ARTICLE XVII - GUIDELINE COMMITTEE	13
ARTICLE XVIII - NO STRIKE - NO LOCKOUT	13
ARTICLE XIX - SEVERABILITY CLAUSE.....	14
ARTICLE XX - WAIVER CLAUSE.....	14

ARTICLE XXI - PROFESSIONAL COMPENSATION	14
ARTICLE XXII - EXECUTION.....	15
APPENDIX A - SALARY SCHEDULES	16
APPENDIX B - FRINGE BENEFITS	20
APPENDIX C - DUES DEDUCTION AUTHORIZATION.....	23
APPENDIX D - GRIEVANCE PROCEDURE SUMMARY.....	24
SABBATICAL LEAVES.....	25
GRIEVANCE REPORT FORM.....	27

ARTICLE I AGREEMENT

SECTION 1: PARTIES TO AGREEMENT

This Agreement is made and entered into this fourth day of December, 2018, by and between the School Board of Cambria Heights, hereinafter referred to as the "Board", and the Cambria Heights Education Association – PSEA/NEA, hereinafter referred to as the "Association."

SECTION 2: EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Association and the Board, and be in full force and effect from July 1, 2019 to June 30, 2022.

ARTICLE II RECOGNITION

SECTION 1: DEFINITION OF UNIT

The Board recognizes the Association as the exclusive bargaining agent for the subdivision of the employer unit comprised of teachers, school counselors, and nurses; and excluding supervisors, first level supervisors, and confidential employees as defined in the Act. This unit, certified on December 28, 1970, by the Pennsylvania Labor Relations Board, has the Case Number PERA-R-471-C.

SECTION 2: RIGHT TO JOIN OR NOT JOIN

It is further recognized that teachers have a right to join, participate in, and assist the Association or to engage in lawful concerted activities for the purpose of collective bargaining, and such persons shall also have the right to refrain from any and all such activities.

SECTION 3: RIGHTS OF MINORITIES AND INDIVIDUALS

The legal rights inherent in the State School Code and in the rulings and regulations of the Department of Education affecting certified personnel are in no way abridged by the Agreement.

ARTICLE III GRIEVANCE PROCEDURE

SECTION 1: DEFINITION

A grievance shall be a complaint by a member of the bargaining unit that there has been an alleged violation or misinterpretation of this Agreement. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When a member of the bargaining unit is not represented by the Association, the Association shall have the right to be present and state its views.

SECTION 2: PROCEDURE

The following shall be used in the processing of grievances, and all grievances shall be submitted in writing at all steps.

A. First Step – Immediate Supervisor (Principal)

Person or persons initiating the alleged grievance shall present the grievance, in writing and on a form provided by the employer, to the building principal or other first level supervisor within twenty (20) days after its occurrence as recognized by the aggrieved. The building principal or other first level supervisor may meet with the employee and/or the representative and shall reply in writing to the grievance within ten (10) days after the initial presentation of the grievance.

B. Second Step – Superintendent or Designee

If the action in Step 1 fails to resolve the grievance to the satisfaction of the selected parties, the grievance may be referred to the Superintendent or his/her designee within ten (10) days after receiving the decision from Step 1. The Superintendent or his/her designee may meet with the employee and/or representative in an attempt to resolve the grievance and shall render a written decision within ten (10) days after receiving the appeal.

C. Third Step – Board of Education

If the action in Step 2 fails to resolve the grievance to the satisfaction of the affected parties, the affected parties may refer the grievance to the Board of Education within ten (10) days after receiving the decision from Step 2. The Board shall arrange a meeting for the purpose of hearing the appeal any time within one (1) month after receiving the request, except in the instance when a grievance has been filed on behalf of an employee who has been dismissed. In such instance, the Board will meet to hear the appeal within fifteen (15) calendar days from the date of receipt at the Step 3 appeal. This hearing may be held by the board of a committee composed of members of the Board and its representatives. The Hearing Committee or Board is not required to hold more than four (4) hearings per month. The affected parties will be notified of such hearing in writing, at least five (5) days before said meeting. A written decision will be granted by the Board not more than five (5) days after the next regularly scheduled meeting of the Board.

D. Fourth Step – Arbitration

If the action in Step 3 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to binding arbitration as provided in Section 903 of the Act. In the event that there is a dispute as to whether or not the grievance meets the criteria of Section 903 of the act the dispute shall be settled by:

1. Requesting that an arbitrator rule on the arbitrability of the grievance, if so requested by either party.
2. The arbitrator shall have no power to add to, subtract from, or alter the language of the Agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement.
3. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of Education in Step 3 shall be final.

SECTION 3: INFORMAL DECISION

The administrator reserves the right to meet personally with the aggrieved to discuss informally the grievant's complaint prior to any formal hearings. The aggrieved may request Association representation at any formal discussion. The aggrieved person shall have the right to representation and to present witnesses at the hearings, appeals, or other proceedings required to process the grievance. He/she shall inform the school principal or other administrator participating in the grievance proceeding of the identity of the persons accompanying him/her. The administrator may be accompanied by other administrators and present witnesses.

SECTION 4: NO PREJUDICE

No prejudice will attend any person by reason of utilizing or participating in the procedures contained in this grievance procedure.

SECTION 5: SEPARATE FILES

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

SECTION 6: FORMS

Forms for processing grievances will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

SECTION 7: COOPERATION OF PARTIES

The Board, Administration, and the Association will cooperate with each other in the investigation and processing of the grievance.

SECTION 8: GROUP/CLASS GRIEVANCE

A grievance where all the aggrieved parties are under the direct supervision of the same principal will be defined as a group grievance and will start at Step 1 of the grievance procedure. A grievance where all the aggrieved parties are not under the direct supervision of one principal will be defined as a class grievance and will begin at Step 2 of the grievance procedure.

ARTICLE IV
RIGHTS OF PROFESSIONAL EMPLOYEES

SECTION 1: STATUTORY SAVINGS

Nothing contained herein shall be construed to deny or restrict any member of the bargaining unit such rights as he/she may have under the Public School Code of 1949 as amended or other applicable laws. If the Public School Code changes, the new code will prevail.

SECTION 2: JUST CAUSE

No member of the bargaining unit shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

SECTION 3: LEAVING THE BUILDING

A member of the bargaining unit may have the right to leave the building for his/her lunch period as long as appropriate notification is given the building principal or supervisor and not more than fifty percent (50%) of the teachers per building may leave the building for lunch at any one time. This clause may be canceled by the administrator in charge of any building(s) at any time during the term of this Agreement for any emergency.

SECTION 4: PERSONNEL FILE

A member of the bargaining unit shall have the right to review the contents of his/her personnel file except for confidential material which will be placed in a separate envelope marked confidential. This envelope should first be removed by the person in charge of such file in the presence of the teacher and a witness. The person in charge of the confidential envelope should have a witness when the envelope is removed from the personnel file.

SECTION 5: DEROGATORY MATERIAL

No material derogatory to a member's conduct, service, character, or personality shall be placed in his/her personnel file unless the member has had an opportunity to review such material. The member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member shall also have the right to submit a written answer to such materials and his/her answer shall be attached to the file copy.

SECTION 6: CHANGING GRADES

Members of the Bargaining Unit shall be responsible for determining grades and evaluations in the course of their duties. The Board agrees that such will not be changed without consultation with the member. The member of the Bargaining Unit shall have the opportunity to attach a written response to any change. If a meeting is necessary with the parents and Administration, all parties concerned will mutually schedule a meeting. A ten (10) day notice will be given to the teacher for the scheduled meeting. If a teacher does not attend the meeting, after ten (10) days, the Board of School Directors may dispose of the case.

SECTION 7: ATTENDANCE REGISTERS

No member of the Bargaining Unit will be required to prepare attendance registers.

SECTION 8: RIGHT TO REPRESENTATION

Whenever any member of the Bargaining Unit is required to appear before the Board, Committee of the Board, or Superintendent, concerning any matter that could adversely affect his/her employment, he/she shall be given at least two (2) days prior written notice of the reasons for said meeting or interview. Every member shall have the right to have an Association representative and/or legal counsel present to advise and represent him/her.

SECTION 9: NON-DISCRIMINATION

The Cambria Heights School District shall not discriminate against any employee or applicant for employment, and subsequent placement, training, promotion, compensation, tenure and probation, and other forms and conditions of employment over which the Board has jurisdiction, because of race, creed, color, national origin, sex, or age.

SECTION 10: JOB SECURITY

The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of employees. The parties hereby aver that such provisions of the School Code represent their complete agreement and that said provisions shall govern the manner in which the job security, job progression, and reduction in staff practices be affected with respect to members of the Bargaining Unit except as modified in this Agreement.

SECTION 11: SABBATICAL LEAVE

Sabbatical leaves shall be granted in accordance with the School Code and current Board policy.

SECTION 12: SENIORITY

Seniority within the bargaining unit shall accrue, based upon service, from the initial date on which the employee first performed services as a member of the bargaining unit. Seniority ties, if any shall be broken based on the date of hire by the Board or, in the case that two or more employees are hired at the same meeting of the Board, by the order in which the employees' names appear in the minutes of such meeting.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

SECTION 1: DISTRICT DATA

The Board agrees to furnish to the Association, data concerning budgets, Board minutes, and any other pertinent data that is public data.

SECTION 2: ASSOCIATION LEAVE

The Board agrees to provide a total of four (4) days per contract year to the President and/or designee to be used for Association business. Prior written notice of five (5) days is required. The Board will pay the teachers for these days.

ARTICLE VI
TEACHER WORK YEAR

SECTION 1: WORK YEAR

The members of the bargaining unit work year shall be 185 days.

Of these days, a minimum of 180 shall be used as student instructional days. The remaining days will be used in the following manner:

- A. One (1) parent/teacher conference day from 1:00 p.m. to 8:30 p.m. This date will be mutually agreed upon by the Association and the School District, and will be followed by a day on which there is no work for the professional staff. In exchange there will be ½ day of school the day before Thanksgiving and Christmas holidays.
- B. The remainder of the days shall be scheduled in the school year to provide continuity to the school calendar.

SECTION 2: SIGN-IN

Teachers will sign in at the beginning of the workday.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

SECTION 1: HOURS

The normal work day shall be seven and one-half (7 ½) hours long including a thirty (30) minute duty-free lunch period.

ARTICLE VIII PROFESSIONAL ASSIGNMENTS

SECTION 1: TENTATIVE ASSIGNMENTS

Except in cases of emergency, members of the Bargaining Unit shall be notified of their tentative teaching assignments by July 1 of each year of the contract. If the member objects to the assignment, a conference may be requested within five (5) days after its receipt to discuss the objection.

SECTION 2: NOTICE OF ADDED ASSIGNMENT

The Board agrees that after establishing a member's assignment, additions to such assignment will only be made after proper notice.

ARTICLE IX VACANCIES – PROMOTIONS – TRANSFERS

SECTION 1: BIDDING

Whenever any professional vacancy arises, the Board shall give first consideration to qualified members of the Bargaining Unit who may apply. When reviewing applicants from within the Bargaining Unit, the Board shall consider the qualifications and seniority of the applicants.

SECTION 2: POSTING

Vacancies for positions within the Bargaining Unit shall be posted ten (10) days in all buildings before the deadline for filing an application. During summer vacation, notices will be sent via email to bargaining unit members at their District-issued email address. If an employee does not give the District sixty (60) days written notice of resignation or leave, the District is not required to post or send notices of the vacancy to each member. The District will notify the President of the Association or his/her designee of said vacancy and will be free to begin the hiring process ten (10) days after said notification.

SECTION 3: REQUEST FOR TRANSFER

Request by a member of the Bargaining Unit for transfer to different class, building, or position shall be made in writing; one copy of which shall be filed with the Superintendent and one copy with the principal(s).

SECTION 4: INVOLUNTARY TRANSFER

If ever such need arises, the Board will consider volunteers before transferring a Bargaining Unit member involuntarily. A Bargaining Unit member who objects to being transferred shall have the opportunity to present those objections to the Superintendent and to discuss them prior to the implementation of a transfer.

ARTICLE X EMPLOYEE EVALUATION

SECTION 1: MONITORING

Formal monitoring or observation of the work performance of a member of the bargaining unit will be conducted openly and with the knowledge of the member.

SECTION 2: WRITTEN REPORTS

All written evaluation reports shall be prepared and provided to the member within ten (10) school days after such an observation is made. Upon receipt of the report, the member must sign the report to acknowledge receipt of the document. The member's signature does not necessarily indicate agreement with the contents of the report.

SECTION 3: CONFERENCE

Evaluation reports shall be submitted to the Superintendent and placed in the personnel file of the employee. A conference shall be held if, within five (5) school days after the receipt of the evaluation report, either the employee or the supervisor requests the same. A supervisor may schedule a conference for an employee prior to preparing and providing a written report.

SECTION 4: WRITTEN RESPONSE

Members shall within five (5) school days from the receipt of the written report, have the right to submit a written response to the evaluation report and have said response placed in the personnel file.

SECTION 5: UNSATISFACTORY EVALUATION

If a member is evaluated as unsatisfactory, said member shall be given a written statement as to where improvement is expected.

SECTION 6: ADDITIONAL EVALUATION

If a member receives an unsatisfactory evaluation, the member may request an additional evaluation.

SECTION 7: SUSPENSIONS

Suspensions within the Bargaining Unit shall be by seniority within the Cambria Heights School District.

ARTICLE XI ILLNESS OR DISABILITY

SECTION 1: SICK LEAVE

Sick leave shall be in accordance with the provisions of the Pennsylvania School Code. The unused portion of sick leave shall accumulate from year-to-year without limitation. Under the following conditions, a second opinion may be required by the Board:

- A. A Bargaining Unit member has used sixty (60) consecutive sick days.
- B. The Board has reasonable cause to make such request.
- C. The member shall submit a list of five (5) physicians from which the Board will select one for the second opinion. The list shall include five (5) doctors from within the state of Pennsylvania. Said doctors shall not live or practice in the county in which the member lives. Neither shall they live or practice in the county in which the doctor who issued the first opinion lives or practices.
- D. The Board is responsible for costs incurred for the examination and travel expenses to and from the physician.

SECTION 2: NOTICE OF ACCUMULATED SICK LEAVE

The Board will notify each member of the Bargaining Unit in writing once per year as to the number of unused accumulated sick leave days.

SECTION 3: UNPAID LEAVE

A member of the Bargaining Unit who is unable to perform his/her duties because of a medically verified personal illness and who has exhausted all accumulated sick leave may, upon written request to the Board, be granted a leave of absence without salary for the duration of the school year. Such leave may be renewed for an additional year. Employees under the terms of this provision shall be entitled to receive hospitalization coverage only for the duration of the school year in which the leave was taken or for a six (6) month period from the start of the leave, whichever is longer.

ARTICLE XII TEMPORARY LEAVES OF ABSENCE

SECTION 1: BEREAVEMENT LEAVE

- A. A Bargaining Unit member who experiences a death in the immediate family shall be granted four (4) workdays leave with pay. Members of the immediate family are: father, mother, brother, sister, son, daughter, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, husband, or wife. All such leave days shall be consecutive and shall include the day of the funeral.

- B. A Bargaining Unit member who experiences a death of a parent-in-law, son-in law, daughter-in-law, brother-in-law, sister-in-law, or the member's grandmother, grandfather, grandchild, or near relative who resides in the same household or any person with whom the employee has made his home, shall be granted three (3) workdays leave with pay. All such leave days shall be consecutive and shall include the day of the funeral.
- C. A Bargaining Unit member who experiences a death of a niece, nephew shall be granted two (2) workdays leave with pay. All such leave days shall be consecutive and shall include the day of the funeral.
- D. Whenever a member of the Bargaining Unit shall be absent from duty because of the death of a near relative, he/she shall be granted one (1) day on the day of the funeral. A near relative shall be defined as cousin, aunt, uncle, or grandparents of the member's spouse.

SECTION 2: LEGAL LEAVE

A member of the Bargaining Unit called for jury duty or subpoenaed to attend court in the Commonwealth of Pennsylvania shall be granted leave with pay for such purposes except to testify against the Cambria Heights School District or its administration. Evidence in the form of a subpoena or other written notification shall be presented to the Superintendent as far in advance as practical. The member is expected to report for regular duty when attendance at court is not required for the aforementioned jury duty or as a subpoenaed witness. The member shall receive full pay for each day of absence less the amount of monies paid for such services.

SECTION 3: PERSONAL LEAVE

At the beginning of the school year, each member of the Bargaining Unit shall be credited with two (2) days to be used for the teacher's personal business. Such request for absence shall require the approval of the chief school administrator, and except for emergencies, shall be submitted one (1) week in advance. These days may be used consecutively.

These personal days, if not used at the end of the school year, shall be added to the sick leave yearly except as stated below. The member of the Bargaining Unit who does not use these personal days for the school year shall be eligible to carry these days over the next school year as sick leave only, except that each member may accumulate up to six (6) personal days as personal days. Each building in the District shall be allowed four (4) members to take a personal day on any one day. At the building principal's discretion, this number may be waived and more members may be granted days. Application for personal days will be accepted up to one (1) year in advance.

ARTICLE XIII UNPAID LEAVES OF ABSENCE

SECTION 1: UNPAID LEAVES

Application for unpaid leaves shall be for one (1) school year. Upon receipt of a written request made prior to May 1st of any school year, the Board may grant a member of the Bargaining Unit a leave of absence without pay or fringe benefits then in effect for the following purposes:

- A. To participate in a Board-approved teacher exchange program.
- B. Advanced study in a college or university in a program related to his/her assigned tasks.
- C. Any other kind of leaves the Board desires to approve.

Such leaves shall not exceed one school year in duration. Such leave may continue for one additional school year subject to approval of the Board. Any request for renewal must be filled by May 1st of the school year prior to the year of continuation of said leave. Failure to file a timely notice for extension of such leave shall operate as a waiver of the member of the Bargaining Unit's right to request an additional period of leave and shall be deemed as notice that the member will return to employment or forfeit his/her position within the school district.

Such unpaid leaves of absence may be taken by no more than five percent (5%) of the members of the Bargaining Unit for any one school year. The Board may grant additional unpaid leaves at its discretion. Previous seniority rights then in effect shall be maintained during the period of such leave. Accrual of seniority while on leave, however, shall be limited to seniority for reduction in force purposes only and not salary advancement or bidding rights. This leave shall be without salary or any fringe benefits then in effect. The member, however, shall have the right to maintain group insurance at the expense of the employee. The Business Manager shall establish the method and amount of payments to be made by the member.

Upon return to employment, the member shall be returned to the same or substantially similar position which said member of the Bargaining Unit held, prior to the commencement of such leave. All fringe benefits including, but not limited to group term life insurance, medical insurance, seniority and whatever other benefits may be in effect, shall be restored to said member upon return to employment. Sick days and personal days shall not accrue during unpaid leaves and shall be deducted from a member's account according to Board policy.

SECTION 2: MATERNITY/PARENTAL/ADOPTIVE LEAVES

A pregnant member of the Bargaining Unit or any member who is an adoptive parent is entitled to Maternity/Parental/Adoptive leave pursuant to the Family and Medical Leave Act of 1993, as amended from time to time.

ARTICLE XIV PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

SECTION 1: UNSAFE OR HAZARDOUS CONDITIONS

Where unsafe or hazardous conditions exist in one of the school buildings in the Cambria Heights School District which in the determination of the administration merits the dismissal and/or evacuation of students from the building, the administration shall also include members of the Bargaining Unit in the dismissal and/or evacuation of said building. Furthermore, where it is

determined by the Administration that the students in that building must be dismissed because of such unsafe or hazardous conditions, the members of the Bargaining Unit may be reassigned to other buildings for the duration of such dismissal or evacuation.

ARTICLE XV RIGHTS OF THE EMPLOYER

SECTION 1: EMPLOYER RIGHTS

The Association recognizes the paramount responsibility of the Board of School Directors for the operation of the Cambria Heights School District. The Board of School Directors, through its administrators and supervisors, has the responsibility for the selection, assignment, direction, supervision, evaluation, and management of all District employees as well as the implementation of Board Policy and Board and Department of Education rules and regulations.

ARTICLE XVI DUES DEDUCTION AND OTHER DEDUCTIONS

SECTION 1: DUES DEDUCTION

The Board agrees to deduct from the salaries of its members of the Bargaining Unit dues for the Cambria Heights Education Association, the Pennsylvania State Education Association, and the National Education Association as said members of the Bargaining Unit individually and voluntarily authorize the Board to deduct. Said monies together with records of any corrections shall be transmitted to the treasurer of the Cambria Heights Education Association by the 25th of each month following the monthly pay period in which deductions were made. Member authorizations shall be in writing in the form set in Appendix "D." The Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action arising out of or resulting from the implementation of this Section.

SECTION 2: PAYROLL DEDUCTIONS

The Board agrees to arrange for the following payroll deduction options: United States Savings Bond; The United Way, and; CBW Credit Union.

SECTION 3: 403(b) PLAN

Employees may participate in a tax-sheltered annuity program provided by the District and complying with Internal Revenue Code Section 403(b) regulations.

SECTION 4: FAIR SHARE

- A. 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.
- B. The Fair Share fee shall be deducted by the Employer as is authorized by the Association

C. The Association shall indemnify and hold the District and its employees harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action arising out of or resulting from the implementation of this Section.

ARTICLE XVII GUIDELINE COMMITTEE

SECTION 1: CONTRACT IMPLEMENTATION COMMITTEE

There shall be established a committee to consist of three (3) representatives of the Board, one (1) representative of the Administration, and four (4) members of the Association for the purpose of establishing useful guidelines and to aid in the development of guidelines as are necessary for the implementation of the contract. A quorum shall consist of at least two (2) members of each, the employee and employer group. On voting, each group shall have equal number of votes regardless of number of members present.

SECTION 2: ADHERENCE TO PERA

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195.

SECTION 3: PROFESSIONAL DEVELOPMENT PLANNING COMMITTEE

As per Act 48 of 1999, a continuing professional education planning committee shall be created. The committee shall be comprised in accordance with the Act. The purpose of this committee is to ascertain continuing professional education needs and to recommend to the Board options for meeting those needs. Clerical support will be provided to the committee by the District. The committee will meet at mutually agreeable dates and times. Members of the Bargaining Unit who are on the committee will be provided release time during the school day for its meetings. Should the committee mutually agree with the Board to conduct a meeting, or any part thereof, outside the regular workday, members of the bargaining unit who are on the committee will be compensated at the rate of \$14.00 per hour for each hour worked outside the regular school day.

ARTICLE XVIII NO STRIKE – NO LOCKOUT

SECTION 1: NO STRIKE – NO LOCKOUT

As a condition of the various provisions of the Agreement to which the parties have agreed, the bargaining agent pledges that members of the Bargaining Unit will not engage in an illegal strike (as that term is defined in Act 195) during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

ARTICLE XIX SEVERABILITY CLAUSE

SECTION 1: SEVERABILITY

Should any article, section, clause, or paragraph of this Agreement become illegal because of relevant federal or state laws, only that article, section, clause, or paragraph will be declared null and void and all other portions of this Agreement will remain in full force and effect until its expiration date.

ARTICLE XX WAIVER CLAUSE

SECTION 1: WAIVER

The parties agree that all items to be included in this Agreement have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement. However, it can be amended by mutual consent of both parties, executed in writing.

ARTICLE XXI PROFESSIONAL COMPENSATION

SECTION 1: SALARIES

The basic salaries of members of the Bargaining Unit covered by this Agreement are set forth in Appendix "A" which is attached to and incorporated in this Agreement.

SECTION 2: FRINGE BENEFITS

Fringe benefits to be provided under this Agreement are reflected in Appendix "B" attached to and incorporated in this Agreement.

SECTION 3: PAY PERIODS

The annual salaries set forth in this Agreement shall be paid employees in twenty-six (26) reasonably equal, biweekly installments.

SECTION 4: MOVEMENT ON THE SALARY SCALE

Every Bargaining Unit member moves to the next year of service credit for salary purposes at the beginning of the next school year only if the member has one full day more than 50% of the contract year as a full-time employee. A half-time employee only accrues 50% of a year for

working 1/2 time for a full year. A half-day employee accrues 25% of a year of credit for a 1/2 year and 50% for a full year.

ARTICLE XXII
EXECUTION

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.

CAMBRIA HEIGHTS EDUCATION ASSOCIATION:

By: _____
President

Date: _____

By: _____
Secretary

Date: _____

CAMBRIA HEIGHTS SCHOOL DISTRICT BOARD OF EDUCATION:

By: George Hlanha
President

Date: 01-22-19

By: Stephanie Kemminger
Secretary

Date: 1-22-19

APPENDIX "A"
SALARY SCHEDULES

Step Placement Chart

2018-19	2019-20	2020-21	2021-22
Step	Step	Step	Step
			1
		1	2
	1	2	3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	7	8	9
8	8	9	10
9	8	9	10
10	9	10	11
11	10	11	12
12	11	12	13
13	12	13	14
14	13	14	15
15	14	15	16
16	15	16	17
17	16	17	18
18	18	19	20
19	19	20	20
20	20	20	20

2019-2020
Salary Schedule

STEP	Bachelor	Masters	Masters+15	Masters+30	Masters+60
1					
2	\$40,000	\$41,070	\$43,575	\$44,075	\$44,825
3	\$41,603	\$42,673	\$45,178	\$45,678	\$46,428
4	\$43,205	\$44,275	\$46,780	\$47,280	\$48,030
5	\$44,808	\$45,878	\$48,383	\$48,883	\$49,633
6	\$46,410	\$47,480	\$49,985	\$50,485	\$51,235
7	\$48,013	\$49,083	\$51,588	\$52,088	\$52,838
8	\$49,615	\$50,685	\$53,190	\$53,690	\$54,440
9	\$51,218	\$52,288	\$54,793	\$55,293	\$56,043
10	\$52,820	\$53,890	\$56,395	\$56,895	\$57,645
11	\$54,423	\$55,493	\$57,998	\$58,498	\$59,248
12	\$56,026	\$57,096	\$59,601	\$60,101	\$60,851
13	\$57,628	\$58,698	\$61,203	\$61,703	\$62,453
14	\$59,231	\$60,301	\$62,806	\$63,306	\$64,056
15	\$60,833	\$61,903	\$64,408	\$64,908	\$65,658
16	\$62,436	\$63,506	\$66,011	\$66,511	\$67,261
17	\$64,038	\$65,108	\$67,613	\$68,113	\$68,863
18	\$65,641	\$66,711	\$69,216	\$69,716	\$70,466
19	\$67,243	\$68,313	\$70,818	\$71,318	\$72,068
20	\$68,846	\$69,916	\$72,421	\$72,921	\$73,671

GRIEVANCE REPORT FORM

Grievance # _____:

Cambria Heights School District

STEP IV

A. Date submitted to Arbitration: _____

B. Disposition and Award of Arbitrator:

(Signature of Arbitrator)

(Date)

GRIEVANCE REPORT FORM

GRIEVANCE # _____ :

Cambria Heights School District

STEP III

A. Conference Request: _____ Yes _____ No

B. Date Received by Board of Education or Designee: _____

C. Disposition of Board

(Signature) (Date)

D. Position of Grievant and/or Association

(Signature) (Date)

GRIEVANCE REPORT FORM

GRIEVANCE # _____ :

Cambria Heights School District

STEP II

A. Conference Request: _____ Yes _____ No

B. Date Received by Superintendent or Designee: _____

C. Disposition of Superintendent or Designee

(Signature)

(Date)

D. Position of Grievant and/or Association:

(Signature)

(Date)

Note: If additional space is needed in reporting any sections, attach additional sheets. Attach prior step of procedure when filing at next step.

E. Position of Grievant and/or Association:

(Signature)

(Date)

GRIEVANCE REPORT FORM

GRIEVANCE # _____: Cambria Heights School District

GRIEVANCE REPORT

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
_____	_____	_____	_____

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Contract Provision (s) Violated:

2. Statement of Grievance:

3. Relief Sought:

(Signature) (Date)

C. Conference Request: _____ Yes _____ No

D. Disposition by Supervisor:

(Signature) (Date)

- (b) Tentative dates of attendance (beginning and ending dates)
- (c) Tentative program of studies. The program shall be designed to increase the understanding of the learning process, improve teaching techniques, increase knowledge in subject areas, or to meet requirements for employment advancement in the education profession.

2. If tentative approval is granted, the applicant must submit the following information to the Superintendent within six months of receiving tentative approval.

- (a) List of courses and the number of credits that the applicant will carry. The courses must be verified by a signed statement from a representative of the school in which the applicant has enrolled.
- (b) Dates of attendance
- (c) In the event the study is not college courses, the planned program must still be presented as described in C. 2.

D. SABBATICAL LEAVE OF ABSENCE FOR TRAVEL

If sabbatical leave for travel is reinstated by the state legislators, the language of the 1992-1996 Agreement concerning Sabbatical Leave of Absence for Travel will be reinstated in the 2000-2005 Agreement.

Adopted 9/20/82

**CAMBRIA HEIGHTS SCHOOL DISTRICT
SABBATICAL LEAVES
(PROFESSIONAL EMPLOYEES)**

A. GENERAL – APPLIES TO ALL REQUESTS

1. Written application must be submitted to the Office of the Superintendent stating the reason for the leave, the length of the leave and the proposed beginning and ending dates of the leave.
2. For a leave to start at the beginning of the first semester, the request must be submitted to the Superintendent before May 1. For a leave to start at the beginning of the second semester the request must be submitted to the Superintendent before October 1.
3. The above time schedule may be waived by the Board on a request for sabbatical leave of absence for unforeseen circumstances.
4. Unless justified by illness, incapacity, or given Board approval, employees granted a leave shall strive to devote more than 50% of the work days of the leave to the purpose(s) for which the leave was granted.

B. SABBATICAL LEAVE FOR RESTORATION OF HEALTH.

1. A statement signed by a physician must accompany a request for a leave for restoration of health. This statement must state that the employee is unable to perform his or her duties because of this illness or disability.
2. If the leave is granted, a physician's statement must be submitted every three months. If the employee is declared eligible for disability benefits under the Social Security or Teachers' Retirement System, this requirement shall be waived.
3. The Board shall have the right to require any employee who has been on a sabbatical leave for the restoration of health to submit a certificate from his or her physician stating that he or she is capable of resuming his or her duties.

C. SABBATICAL LEAVE FOR STUDY

The Board will grant sabbatical leaves for study under the following conditions:

1. A written request must be submitted pursuant to Section A of this policy. This request must contain the following information:
 - (a) Name of college or university in which enrollment is anticipated or other planned program.

APPENDIX "D"
GRIEVANCE PROCEDURE SUMMARY

Step 1:

Board Representation: Principal or other first level supervisor.

Grievant or Employee Organization Representation: Grievant with or without representative.

Time Limit for Bargaining Unit Members: 20 days

Time Limit for Employer: 10 days

Step 2:

Board representation: Superintendent or designee with principal or others as desired.

Grievant or Employee Organization Representation: Grievant and/or representative.

Time Limit for Bargaining Unit Members: 10 days

Time Limit for Employer: 10 days

Step 3:

Board Representation: Board of Education or Committee of the Board.

Grievant or Employee Organization Representation: Grievant and/or Representative

Time Limit for Bargaining Unit Members: 10 days

Time Limit for Employer: Not more than five (5) days after the next regularly scheduled meeting of the Board.

Step 4:

Final decision by arbitrator on those issues subject to arbitration as defined in Section 903 of the Act. Both parties bound to decision except where enabling legislative action is required, in which case it is binding only if such legislation is enacted as provided in Section 901 of the Act.

DEFINITIONS

SECTION 1: DAYS

The term days when used in this procedure shall mean calendar days excluding Saturdays, Sundays, legal holidays, and vacations during a school term.

SECTION 2: REPRESENTATIVE

Representative, as that term is used in this procedure, shall mean a duly authorized member of the Cambria Heights Education Association, or its accredited representative, who is authorized to receive such grievances.

(Grievance Report Forms attached to this contract)

APPENDIX "C"
DUES DEDUCTION AUTHORIZATION

This is to authorize payroll deductions for dues from my pay in the amount determined by the Association and as contractually provided. This authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the Collective Bargaining Agreement in effect on this date.

Date: _____

Signature: _____

Should I resign from the District in midyear, the Board shall deduct the remaining annual dues from my last paycheck.

SECTION 8: MILEAGE REIMBURSEMENT

Mileage reimbursement will be the rate set by the IRS. Professional employees who are assigned to travel between buildings for regularly scheduled teaching assignments only and during the regular school day only, in their own vehicle, will be reimbursed for mileage.

SECTION 9: PAYMENT FOR LOST PREPARATION PERIOD

In the event a member of the Bargaining Unit loses his/her preparation period/mod because he/she is temporarily assigned to cover the teaching assignment or duty assignment of an absent teacher, excluding homeroom and special assignments that are not the assignment of an absent teacher, the member of the Bargaining Unit will be paid \$8.00/hr. prorated on the time worked. The Business Manager will develop and operate a program to arrange for the processing of information to allow for appropriate pay for this time. Payment may be made at any time in the same contract year.

SECTION 10: VISION CARE INSURANCE

The Employer agrees to pay the full premium of a vision care insurance program for employees and their families in accordance with the minimum specifications listed below. The current carrier or its designee (Pennsylvania School Employee Benefits Trust) shall be retained unless another program is mutually selected by the Association and the Board.

Benefits: Vision Examination and Tonometry

Lenses- Must meet 280.1 or 280.2 standards of Ansi and meet or exceed FDA standards for impact resistant lenses.

Contact Lenses- Full coverage following cataract surgery or other conditions to correct visual acuity not correctable to 20/70 with spectacle lenses.

Frames.

SECTION 11: MENTOR TEACHER

Mentor teachers shall be entitled to compensation in addition to their regular salaries. The amount paid shall be the sum of \$300.00 per year.

SECTION 12: DUAL CERTIFICATION

With prior Board approval, any member of the Bargaining Unit that obtains certification in two (2) or more areas shall be paid the sum of \$500.00 additional in each school year in which two (2) or more certifications are used.

SECTION 13: HIGHLY QUALIFIED STATUS

In the event a Bargaining Unit member is required, by law, to become highly qualified, the Board agrees to pay for the first PRAXIS test per subject area required.

period, or the start of the next contract year on July 1. Any employee who declines the medical insurance pursuant to this provision shall receive a cash benefit of \$1,000.00 per quarter. This payment shall be made pursuant to Section 125 of the Internal Revenue Code. This benefit will not be provided to an employee whose spouse is an employee of the District.

SECTION 3: LIFE INSURANCE

The Board will provide term life insurance coverage for each member of the Bargaining Unit in the amount of \$30,000 for each year of the contract, plus accidental death and dismemberment for each year of the contract. The effective date for the new life insurance coverage will be October 1 of each year.

SECTION 4: DENTAL INSURANCE

For each member of the Bargaining Unit who remains in the employ of the Board for the full school year, the Board shall make payment of full insurance premium for each employee for single coverage of a dental insurance program and a portion of the premium for family coverage for members of the Bargaining Unit that make appropriate application for same. Family coverage will cost the employee \$24.00 per year by payroll deduction(s). The dental insurance program will be mutually selected by the Association and the Board. The Board will pay the increase in premium, to cover increasing the program from 85% restoration work to 100%, to a maximum of \$12.00 per employee. Premium in excess of \$12.00 for this specific increase in coverage will be the responsibility of the employee.

SECTION 5: CREDIT REIMBURSEMENT

Each member of the Bargaining Unit will be reimbursed for credits earned beyond the 24 credits required for certification. The rate of reimbursement will be 100% of the rate per credit charged by Indiana University of Pennsylvania. If the member's cost is less than this amount, the member will be reimbursed up to 100% of the Indiana University of Pennsylvania rate, not to exceed the actual amount the member paid. Payment for Credit Reimbursement shall be limited to a maximum of 12 credits per year. (The above applies to courses started after June 30 of the contract year.) If the employee leaves employment in the District within three years after receiving reimbursement described herein, the employee shall repay to the District any reimbursement received during the preceding three years, except in the event the employee retires, in which case he or she will repay only the reimbursement received for courses that were not necessary for maintaining his or her certification.

SECTION 6: HOMEBOUND INSTRUCTION

Any member of the Bargaining Unit teaching homebound instruction, after school tutoring, Saturday detention, or alternative school shall be paid the rate of \$30.00 per hour of instruction, provided that such instruction occurs outside of the regular contract day. Those bargaining unit members teaching in-car drivers education instruction shall be paid the rate of \$15.00 per hour of instruction.

SECTION 7: CHANGE OF INSURANCE PLANS

In the event a state or federal medical and/or dental plan becomes available, the Bargaining Unit and the Board may mutually agree to change plans.

APPENDIX "B" FRINGE BENEFITS

SECTION 1: PAYMENT OF UNUSED SICK DAYS OR PERSONAL DAY

Upon retirement, employees covered herein shall be paid for unused accumulated sick leave at the rate of: 1 day to 120 days = \$70.00 per day; 121 days to 240 days = \$110.00 per day; over 240 days = \$140.00 per day. This payment will be deposited into an employee's HRA as an employer contribution. In the event of the death of the employee, his/her beneficiary or his/her estate shall receive this retirement benefit.

SECTION 2: MEDICAL INSURANCE

The Board agrees to pay the full cost of Select Blue PPO coverage as offered by the District for all employees. Said plan shall include employee co-pays of \$20.00 for office visits, \$30.00 for specialist office visits, \$100 Emergency Room copayment, \$10.00 dollars for generic prescriptions, and \$20.00 for name brand prescriptions. The in-network deductible shall be \$1,300 per individual and \$2,600 per family (with out-of-network deductibles being twice the in-network deductible levels). The deductible accumulation period will run from July 1 through June 30.

The Board will provide for a funded Health Reimbursement Arrangement (HRA) for each employee receiving health insurance benefits. Effective with the start of the 2019-2020 plan year, and for each succeeding plan year until a new successor agreement is reached, the District will deposit the sum of \$700 into the HRA for each employee receiving individual coverage, and will deposit the sum of \$1,400 into the HRA for each employee receiving dependent coverage. All costs associated with the administration of the HRA will be shared equally between the District and each employee participating in the health insurance plan.

The District will amend the existing Flex Spending Account (FSA) plan to allow for a \$500 rollover of funds, as permitted by law.

In the event District provides Association with written notice to demonstrate that the cost of providing the benefits described in this Agreement is or soon will be in excess of any threshold established by law for determining whether the plan is subject to an excise tax on high cost employer-sponsored health coverage, then the parties will commence bargaining to make modifications to the benefits so that the plan will not be subject to such excise tax. Should the parties be unable to reach an agreement within six months after the District's written notification, the cost of the excise tax shall be shared equally between the District and each employee whose coverage is subject to the tax.

If a Bargaining Unit member has alternative coverage available elsewhere and wishes not to accept the medical insurance described herein, he or she may waive the group health coverage offered by Cambria Heights School District. The employee shall execute a form provided by the District to notify the District of this choice and shall provide documentation of the alternative source of insurance prior to the start of any contract year. The employee also will not be eligible to re-enroll in the Cambria Heights School District program until the next open enrollment

2021-2022
Salary Schedule

STEP	Bachelor	Masters	Masters+15	Masters+30	Masters+60
1					
2	\$41,000	\$42,070	\$44,570	\$45,070	\$45,820
3	\$42,601	\$43,671	\$46,171	\$46,671	\$47,421
4	\$44,202	\$45,272	\$47,772	\$48,272	\$49,022
5	\$45,803	\$46,873	\$49,373	\$49,873	\$50,623
6	\$47,405	\$48,475	\$50,975	\$51,475	\$52,225
7	\$49,006	\$50,076	\$52,576	\$53,076	\$53,826
8	\$50,607	\$51,677	\$54,177	\$54,677	\$55,427
9	\$52,208	\$53,278	\$55,778	\$56,278	\$57,028
10	\$53,810	\$54,880	\$57,380	\$57,880	\$58,630
11	\$55,411	\$56,481	\$58,981	\$59,481	\$60,231
12	\$57,012	\$58,082	\$60,582	\$61,082	\$61,832
13	\$58,613	\$59,683	\$62,183	\$62,683	\$63,433
14	\$60,214	\$61,284	\$63,784	\$64,284	\$65,034
15	\$61,816	\$62,886	\$65,386	\$65,886	\$66,636
16	\$63,417	\$64,487	\$66,987	\$67,487	\$68,237
17	\$65,018	\$66,088	\$68,588	\$69,088	\$69,838
18	\$66,619	\$67,689	\$70,189	\$70,689	\$71,439
19	\$68,221	\$69,291	\$71,791	\$72,291	\$73,041
20	\$69,822	\$70,892	\$73,392	\$73,892	\$74,642

2020-2021
Salary Schedule

STEP	Bachelor	Masters	Masters+15	Masters+30	Masters+60
1					
2	\$40,496	\$41,566	\$44,066	\$44,566	\$45,316
3	\$42,097	\$43,167	\$45,667	\$46,167	\$46,917
4	\$43,699	\$44,769	\$47,269	\$47,769	\$48,519
5	\$45,300	\$46,370	\$48,870	\$49,370	\$50,120
6	\$46,902	\$47,972	\$50,472	\$50,972	\$51,722
7	\$48,503	\$49,573	\$52,073	\$52,573	\$53,323
8	\$50,105	\$51,175	\$53,675	\$54,175	\$54,925
9	\$51,706	\$52,776	\$55,276	\$55,776	\$56,526
10	\$53,308	\$54,378	\$56,878	\$57,378	\$58,128
11	\$54,909	\$55,979	\$58,479	\$58,979	\$59,729
12	\$56,510	\$57,580	\$60,080	\$60,580	\$61,330
13	\$58,112	\$59,182	\$61,682	\$62,182	\$62,932
14	\$59,713	\$60,783	\$63,283	\$63,783	\$64,533
15	\$61,315	\$62,385	\$64,885	\$65,385	\$66,135
16	\$62,916	\$63,986	\$66,486	\$66,986	\$67,736
17	\$64,518	\$65,588	\$68,088	\$68,588	\$69,338
18	\$66,119	\$67,189	\$69,689	\$70,189	\$70,939
19	\$67,721	\$68,791	\$71,291	\$71,791	\$72,541
20	\$69,322	\$70,392	\$72,892	\$73,392	\$74,142