

COLLECTIVE BARGAINING AGREEMENT

UPPER DAUPHIN AREA SCHOOL DISTRICT

BETWEEN

THE BOARD OF SCHOOL DIRECTORS

AND

THE UPPER DAUPHIN AREA EDUCATION ASSOCIATION

PROFESSIONAL EMPLOYEES UNDER CONTRACT

EFFECTIVE JULY 1, 2009, THROUGH JUNE 30, 2014

## TABLE OF CONTENTS

	PAGE
Agreement .....	4
ARTICLE I – Recognition .....	5
A. Exclusive Bargaining Agent.....	5
B. Employer Recognition.....	5
C. Exclusions .....	6
D. Definitions .....	6
E. Representation .....	6
F. Voluntary Agreement.....	6
ARTICLE II - Duration, Acceptance and Successor Agreement.....	6
A. Duration .....	6
B. Acceptance.....	7
C. Successor Agreement.....	7
ARTICLE III - Scope of Agreement .....	7
ARTICLE IV - Conformity to Law.....	7
ARTICLE V - Strike Prohibition .....	8
ARTICLE VI - Publication and Distribution of Agreement.....	8
A. Preparation of Agreement.....	8
B. Cost of Preparation .....	8
ARTICLE VII - Grievance Procedure .....	8
A. Definitions.....	8
B. Conditions for Submission of Grievances .....	8
C. Procedure for Adjustment of Grievances.....	9
ARTICLE VIII - Professional Employees Rights and Responsibilities .....	11
A. Use of School Buildings.....	11
B. Bulletin Boards.....	11
C. Board Meetings .....	11
D. Use of School Mail Service.....	12
E. Right to Speak at Meetings .....	12
F. Access to Information .....	12
G. Association Leave .....	12
ARTICLE IX - Management Rights and Responsibilities.....	12
A. Retention of Authority .....	12
B. Administration of Schools.....	12
C. Communication of Policies and Regulations .....	13

ARTICLE X - Professional Compensation and Benefits.....	14
A. Definitions.....	14
B. Insurance Protection.....	17
C. Reimbursement for Travel Expenses .....	20
D. Reimbursement for College Credits.....	21
E. Payroll Deduction of Dues .....	22
F. Payroll Deduction - Credit Union .....	23
G. Personal Leave .....	23
H. Professional Conferences .....	24
I. Retirement Allowance .....	24
J. Sick Leave Bank .....	24
K. Compensation.....	25
L. Sick Leave Used for Family .....	26
M. Assault .....	26
N. Academic Support Programs.....	26
ARTICLE XI - Savings Clause.....	26
ARTICLE XII - Reprisal.....	26

Salary Schedules Attached

**AGREEMENT**

**BETWEEN**

**UPPER DAUPHIN AREA SCHOOL DISTRICT**

**BOARD OF SCHOOL DIRECTORS**

**AND**

**THE UPPER DAUPHIN AREA EDUCATION ASSOCIATION**


**COVERING**


**PROFESSIONAL EMPLOYEES UNDER CONTRACT**


Agreement made and entered into by and between the Board of School Directors of the Upper Dauphin Area School District and the Upper Dauphin Area Education Association.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals this 30<sup>th</sup> day of April, 2009.

  
\_\_\_\_\_  
President of Upper Dauphin Area  
Education Association

  
\_\_\_\_\_  
President of Board of School Directors  
Upper Dauphin Area School District

  
\_\_\_\_\_  
Secretary of Upper Dauphin Area  
Education Association

  
\_\_\_\_\_  
Secretary of Board of School Directors  
Upper Dauphin Area School District

## AGREEMENT

### **WITNESSETH:**

**WHEREAS**, the Board of School Directors of the Upper Dauphin Area School District, hereinafter referred to as "UDASD", has endorsed collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Board, are permitted by law and are consonant with the paramount interests of the school children, the school system and the public; and

**WHEREAS**, pursuant to the provisions of ACT 195, the Upper Dauphin Area Education Association, hereinafter referred to as "UDAEA", was certified as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment of all regular full-time and regular part-time professional employees by the Pennsylvania Labor Relations Board.

**WHEREAS**, the designated representatives of the Board of School Directors of the Upper Dauphin Area School District, hereinafter referred to as "UDASD", have met with representatives of the Upper Dauphin Area Education Association, hereinafter referred to as "UDAEA", and fully considered and discussed with them, on behalf of the employees in the bargaining unit, wages, hours and other terms and conditions of employment.

**NOW, THEREFORE**, in consideration of the following mutual covenants, it is hereby agreed as follows:

### **ARTICLE I - RECOGNITION**

The Board of School Directors of the Upper Dauphin Area School District, of Dauphin County, State of Pennsylvania, hereinafter referred to as "UDASD" and the Upper Dauphin Area Education Association hereinafter referred to as "UDAEA" agree as follows:

A. Exclusive Bargaining Agent

UDASD hereby recognizes UDAEA as the exclusive and present sole negotiation agent for all regularly employed full-time and part-time 'Professional Employees' in the Upper Dauphin Area School District.

B. Employer Recognition

UDAEA hereby recognizes UDASD as the duly elected representative of the citizens and residents of the Upper Dauphin Area School District as the sole and exclusive representative for collective bargaining.

C. Exclusions

Excluded from this Agreement are all non-professional employees, the Superintendent, Elementary Principal, High School Principal, Middle School Principal, and the Business Manager of the School District.

D. Definitions

Professional Employee

The term "PROFESSIONAL EMPLOYEE" shall refer to eligible members, regularly employed full-time and part-time, of the bargaining unit, as determined in paragraph "A" above, represented by UDAEA.

E. Representation

UDAEA agrees to represent all members of the bargaining unit regardless of membership in their organization.

F. Voluntary Agreement

Both parties aver that this AGREEMENT sets forth the terms and conditions to which each party agrees to be bound and that such an AGREEMENT has been reached voluntarily without undue or unlawful coercion or force by either party.

**ARTICLE II  
DURATION, ACCEPTANCE, AND SUCCESSOR AGREEMENT**

**A. DURATION**

This agreement and all of its provisions shall become effective on July 1, 2009, and shall continue in effect until June 30, 2014, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement to which amendment both parties shall signify their approval by affixing their signatures thereto. Provisions of this agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

**B. ACCEPTANCE**

Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

1. Ratified first by a majority of the members of the Upper Dauphin Area Education Association. Minutes of the meeting shall be provided as evidence of the majority vote.

2. Approved by the Board of School Directors of the Upper Dauphin Area School District by resolution duly adopted at a public meeting.

### **C. SUCCESSOR AGREEMENT**

Upon written notice to the other party, any time prior to January 10, 2014, either party may request the opening of negotiations for a new contract that would begin July 1, 2014. Any notices required herein under shall be sufficient if mailed by certified mail with return receipt requested or hand delivered. Within twenty (20) days after such notice, the parties shall meet to schedule negotiation sessions for the new collective bargaining contract.

## **ARTICLE III**

### **SCOPE OF AGREEMENT**

The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Accordingly, each party waives the right for the life of the agreement to bargain about matters covered by the agreement or about matters upon which the agreement is silent.

## **ARTICLE IV**

### **CONFORMITY TO LAW**

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE V**

### **STRIKE PROHIBITION**

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Acts, Act 195 and Act 88. As a condition of the various provisions of this AGREEMENT to which the parties have agreed, the Bargaining Agent pledges that members of the Bargaining Unit will not engage in or cause any strike of any type (as that term is defined in ARTICLE III, Section 301 of ACT 195), nor shall any professional employee refuse to carry out normal work assignments during the term of this Agreement.

## **ARTICLE VI**

### **PUBLICATION AND DISTRIBUTION OF AGREEMENT**

#### **A. PREPARATION OF AGREEMENT**

The Upper Dauphin Area School District shall prepare copies of this Agreement. Copies shall be made available to the UDAEA for distribution to the current members of the bargaining unit by UDAEA. Upon employment, new teachers shall be presented with a copy of this Agreement by UDASD.

#### **B. COST OF PREPARATION**

The cost for preparation of these copies shall be borne equally by both UDAEA and UDASD.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. A "grievance" is a misinterpretation, or misapplication, of any provision of this AGREEMENT by an employee or group of the same.
2. The term "days" when used in this grievance procedure, except when otherwise indicated, shall mean days when the UDASD offices are officially open for business.
3. The term "employee" shall mean a member of the bargaining unit covered by this AGREEMENT.
4. The term "aggrieved party" shall be defined as the person, persons, or UDAEA on behalf of person or persons who has filed a written grievance, or who has attempted to resolve a grievance informally.

#### **B. CONDITIONS FOR SUBMISSION OF GRIEVANCES**

1. Prior to the submission of a written grievance, the aggrieved party must attempt to resolve the grievance informally. This attempt to resolve the grievance informally shall be made within three (3) days of the time the grievance has occurred and shall include a conference between the aggrieved party and the person identified as being responsible for misinterpretation, or misapplication of any provision of this AGREEMENT.



2. If the matter is not resolved informally, then the grievance shall be submitted in writing on a form prepared and provided by UDASD. This form shall include, but not be limited to, the following information:
  - a. The name of the aggrieved party (ies);
  - b. The identification of the specific provision of this Agreement involved in the grievance.
  - c. The date and time the grievance occurred.
  - d. The place where the alleged events or conditions constituting the grievance existed.
  - e. The identity of the person responsible for causing such events or conditions defined in the grievance.
  - f. The date on which the aggrieved party attempted to resolve the grievance informally.
  - g. The date on which the written grievance was filed with the building principal.
  - h. A statement of grievance and redress sought by the aggrieved party.
  - i. The signatures of the aggrieved party and the building principal to whom the grievant is responsible.
3. The failure of the aggrieved party to proceed to the next level within the time limits set forth shall be deemed to be in acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
4. If, in the judgment of the Association, a grievance affects a group or class of members of the bargaining unit, the Association may begin processing the grievance at the appropriate level.
5. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.

### **C. PROCEDURE FOR ADJUSTMENT OF GRIEVANCES**

Grievances shall be presented and adjusted in accordance with conditions and procedures defined in this GRIEVANCE PROCEDURE. Both parties to this GRIEVANCE PROCEDURE agree that an orderly and expeditious resolution of grievances can be achieved through adherence to the following procedures for processing grievances:

#### LEVEL ONE - Informal Conference

A grievance shall first be discussed with the building principal of the aggrieved party to which the grievance refers within three (3) days of the occurrence with the objective of resolving the matter informally with the aggrieved party on his/her own behalf.

#### LEVEL TWO - Written Submission to Principal

In the event the grievance is not resolved informally, it shall be submitted in writing on a form prepared and provided by UDASD, to the principal of the grievant within five (5) days following the informal conference. The written grievance shall be signed by the aggrieved party.

1. The grievance shall be submitted and thereafter discussed with the principal of the aggrieved party.
2. The building principal of the aggrieved party shall submit a decision in writing, within ten (10) days after the discussion referred to in Item "1" above to the aggrieved party. A copy of this decision should be provided to the party in interest.
3. The grievance shall be considered resolved if the aggrieved party so advises his/her principal in writing or does nothing within three (3) days of the receipt of the decision referred to in Item "2" above. This advisement should bear the signature of the aggrieved party.
4. If the grievance is resolved at this level, the party in interest should be so advised.
5. If the grievance is not satisfactorily resolved in Level Two, the aggrieved party may refer the decision of the Principal to the Superintendent within five (5) days after receipt of the decision of the principal.

#### LEVEL THREE - Superintendent

1. Within five (5) days after receiving the recommendation of the Principal, the District Superintendent shall meet with the aggrieved party on the grievance, review the recommendations of the Principal, and attempt to arrive at a satisfactory adjustment of the grievance.
2. Within three (3) days after holding the conference, the District Superintendent shall communicate his/her decision, in writing, together with supporting justifications to the aggrieved party.

#### LEVEL FOUR - Board of Directors

1. If the grievance is not satisfactorily resolved by the actions taken in Level Three, the grievant within five (5) days after receipt of the actions taken in Level Three shall serve his grievance in the same manner upon the Secretary of the Board of School Directors.
2. The Board of School Directors shall fix and hold a meeting within thirty (30) days after receipt of the grievance by the Secretary for the purpose of

attempting to adjust the grievance. The Board within ten (10) days after the date fixed for the meeting shall make a written report of the adjustment made or its decision, as the case may be, and the Secretary shall deliver a copy thereof to the grievant.

LEVEL FIVE - Arbitration

1. If the grievance is not resolved by the actions taken in Level Four above, the Association within five (5) days after receipt of the report of the actions taken in Level Four, shall notify the Secretary of the Board of School Directors of the Association's intention to pursue a decision by arbitration as provided in Section 903, Article IX, of Act 195.
2. Upon receipt of such notification, the grievance shall be referred to binding arbitration as provided in Section 903 of the Public Employee Relations Act.

**ARTICLE VIII**

**PROFESSIONAL EMPLOYEES RIGHTS AND RESPONSIBILITIES**

**A. USE OF SCHOOL BUILDINGS**

The UDAEA and its representatives shall be allowed the use of school buildings for meetings after school hours and during in-service days according to terms in the school district's building usage policy as found in the policy manual. Arrangements for such meetings shall be made several days in advance with the Superintendent.

**B. BULLETIN BOARDS**

The UDAEA may jointly use one bulletin board in each building designated by the UDASD for posting notices and other announcements relating to UDAEA activities. Materials posted shall be signed and dated by the appropriate UDAEA official.

Notices and announcements shall not contain anything politically controversial or anything demeaning or reflecting upon the school district or any of its employees. All posted material shall be reviewed after one week for the purpose of removing.

**C. BOARD MEETINGS**

A representative of the UDAEA shall be given a place on the agenda of all regular Board meetings for brief reports and announcements.

**D. USE OF SCHOOL MAIL SERVICE**

The UDAEA shall be allowed the use of school mailboxes provided it does not interfere with regular school mail. School personnel will not be responsible for any material put in boxes. This mail shall relate to the official business of the UDAEA and shall be signed by the appropriate official of the UDAEA.

**E. RIGHT TO SPEAK AT MEETINGS**

A UDAEA representative may speak to the employees during the five in-service days for at least fifteen (15) minutes at the request of the representative. The notice of an agenda of any such meeting shall be given to the employee involved at least five days prior to said meeting when possible. The UDAEA shall have the opportunity to suggest items for the agenda.

**F. ACCESS TO INFORMATION**

The UDASD agrees to furnish to the UDAEA in response to reasonable requests from time to time all available information that is of a public nature, concerning the educational program and the financial resources of the district. Any cost in reproducing such copies shall be assumed by the UDAEA.

**G. ASSOCIATION LEAVE**

The UDAEA president or designee will have two days per year to be used for association related business. The UDAEA agrees to reimburse the school district for the entire (salary and fringes) cost of substitute teachers (should a substitute be employed).

**ARTICLE IX**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**A. RETENTION OF AUTHORITY**

UDASD, on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the Commonwealth of Pennsylvania.

**B. ADMINISTRATION OF SCHOOLS**

The determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Upper Dauphin Area School Board of Directors and its delegated

management personnel. The adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this AGREEMENT and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the Commonwealth of Pennsylvania and the Constitution and laws of the United States. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Upper Dauphin Area School District in all of its aspects, including but not limited to the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Upper Dauphin Area School District to give the children of said District as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers; to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the School District; to make such provisions as will enable each child of school age residing in the School District to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used, to make rules for the arrangement, use and safe-keeping of the school libraries and to approve the books selected therefore; to approve plans for school buildings; to prepare a budget, expend monies for the maintenance of the schools, and make such transfers of funds within the budget as it shall deem desirable; and to determine the functions and programs; standards of service and utilization of technology in the school district. These rights, responsibilities and prerogatives shall not be subject to delegation in whole or in part. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this agreement.

**C. COMMUNICATION OF POLICIES AND REGULATIONS**

It shall be the responsibility of the Professional Employee to be aware of and adhere to policies and regulations issued by UDASD or its management representatives.

## ARTICLE X

### PROFESSIONAL COMPENSATION AND BENEFITS

#### A. DEFINITIONS

##### 1. SCHOOL YEAR

The normal school year for Professional Employees shall consist of the following:

190 days (8 in service days and 2 flex days)

Flex Day Definition: Flex Days are scheduled trade off days that are credited when a professional employee at their option attends an approved professional development conference, workshop or training that occurs outside the contracted school day or year.

Utilization of Flex Days: Flex Days are to be taken the last two days of the teacher's contracted days for the 2004-2005 school year and in future years on the designated days on the District Calendar for Flex Days. Workshops and Trainings taken in addition to the maximum earned Flex Days may be applied with approval of the building principal after May 1 of each school year as Compensation Days not to exceed 1 day.

Paperwork Needed to be Completed: A Time Away From Work Form and 48 CARATS Workshop/Conference Form needs to be completed, submitted and approved by the building principal and superintendent before attending a workshop or training that will be assigned as a Flex Day.

Guidelines:

1. Flex Days will be allocated in half day or full-day increments only. All Flex Day workshop/training will be recorded for Act 48 credit.
2. The workshops and trainings listed below that are either sponsored by UDA, or a Grant Program or the Employee is asked or assigned to attend by the administration are available to be used for Flex Days.
3. Workshops offered by the CAIU #15 or any approved workshops/conferences/courses by the administration that are taken outside the contracted work day and the District is not paying the registration/tuition or reimbursing the individual in anyway for taking the workshop or training is available to be used as Flex Days.
4. All workshops and trainings that will be used for Flex Days during the current school year must be completed between the last contracted teacher day of the previous school year and the last teacher contracted days of the current school year.

5. Registration for all workshops and Training Options that are to be used for Flex Days are to be completed on 48 C.A.R.A.T.S. and will follow the same registration guidelines set forth for Professional Conference Days.
6. Any teacher who has not scheduled or fulfilled the requirements for the designated number of Flex Days for the current school year by May 1 of that school year will be assigned training on the days scheduled for Flex Days on the District Calendar.

Workshops and Training Options for Flex Day(s) may include but are not limited to the following:

1. Learning Focused School - UDA After School Professional Development Program.
2. Essential Elements of Instruction (EEI) and Teacher Expectations/Student Achievement (TESA) - UDA After School Professional Development Program.
3. Teaching in the Block - UDA After School Professional Development Program.
4. Using Classroom Data to Drive Instruction - UDA After School Professional Development Program.
5. The Four Blocks of Literacy - UDA After School Professional Development Program.
6. Computer Applications - Tier #1 - UDA After School Professional Development Program.
7. Computer Applications - Tier #2 - UDA After School Professional Development Program.
8. Intergrading Technology in the Classroom - Specific Topics - UDA After School Professional Development Program.
9. Study Group - On a Specific Topic to Research and Implement - UDA After School Professional Development Program.
10. Pennsylvania Department of Education's Act 48 Online Courses  
<http://pa.professionaleducation.org>
11. CAIU Summer or After School Professional Education Program.
12. Training/Workshops developed and taught by UDA Staff - UDA After

School Professional Development Program.

13. PSEA sponsored Professional Staff Development Programs.

These Flex Day Guidelines are not subject to the grievance/arbitration provisions of the collective bargaining agreement.

All in-service days will be administered under the professional development plan except for two (2) days each year designated for parent-teacher conferences.

Two (2) in-service days will be used for parent-teacher conferences, and those workdays will be from 1:00 p.m. to 8:30 p.m. and will be “co-administered” by the association with a minimum thirty (30) minute duty-free dinner period.

**2. EXTENDED SCHOOL YEAR SALARY COMPUTATION**

Professional Employees whose contracts extend beyond the normal work year of 190-day school year will receive an additional amount equal to 1/9 of a nine-month salary for each additional month they are required to serve, or a pro-rated amount for less than a full month.

**3. EMPLOYEES DAILY RATE**

An employee’s daily rate shall be determined by dividing his/her salary in any given school year of this Agreement by the maximum number of days employed. Any professional employee who works less than a normal work year of 190 days, whichever is most appropriate in a school year, shall have his/her salary adjusted according to his/her daily rate.

Time requested by District Administration that extends beyond the seven and one-half (7 ½) hour school day will be compensated at \$20.00 per hour.

**4. NEW EMPLOYEES**

New employees' salaries shall be determined by UDASD in accord with the salary schedules in Appendix A. In the event a new employee is hired by UDASD and will be placed on the salary schedule on a step, which is higher than one with those employees currently in the bargaining unit with the same years of credited teaching service, the UDASD will give advance notice to the UDAEA of such a decision and the reasons for said decision.

**5. LENGTH OF SCHOOL DAY**

The school day for all full-time professional employees shall be seven and one-half (7 ½) hours, plus all other normal duties considered a part of their responsibility. These seven and one-half (7 ½) hours will include a thirty (30) minute duty free lunch period.



**6. PART-TIME EMPLOYEES**

Less than full time, regularly employed members shall receive a pro-rated amount of compensation.

Less than five (5) hours daily, regularly employed members shall receive a pro-rated amount of insurance if the employee elects to pay the remaining partial premium.

**7. EFFECTIVE DATES OF FRINGE BENEFITS**

All fringe benefits shall commence or be increased effective September 1 and shall be based on the school year of September 1 - August 31 for all employees who are members of the bargaining unit.

**8. TERMINATION OF BENEFITS**

The fringe benefits for professional employees included in the bargaining unit of the District shall terminate concurrently with his/her termination of employment with the District, except for such employees as have completed the full school teaching year for whom benefits shall continue through August 31 of that particular year.

**B. INSURANCE PROTECTION**

**1. Hospitalization Insurance**

- a. Each full-time professional employee will have paid to the Insurance Carrier a fringe benefit equal to the individual's rate. This amount is to be paid directly to the insurance company and does not become part of the employee's salary. This fringe benefit will terminate when the employee leaves the district, with the exception of those employees who qualify under section B-1(g) below.

Commencing September 1, 2009, the employee will pay the following percentage of the premium per pay as a co-pay for the Indemnity, PPO Plans, and for any HMO or other plan:

2009-2010	7.75%
2010-2011	8.00%
2011-2012	8.50%
2012-2013	8.75%
2013-2014	9.25%

- b. This insurance coverage is to include:
  - (1) Comprehensive 120-day plan
  - (2) Major Medical - \$500,000 Lifetime Maximum
  - (3) Prevailing Fee
  - (4) The major medical deductible will be \$250 per individual and a maximum of \$500/family.
- c. In addition, the employee coverage for other members of his/her family will be paid by the district.
- d. The above coverage shall include dependent children who are full time students, as determined by the institution and certified by the insurance carrier through age 21. However, in order for dependent children age 22 to be covered they must be in a full-time four (4) year college program leading to a bachelor's degree. Examples not covered at age 22 are HACC, Trade Schools, and an Associate Degree Program.
- e. The Association will endeavor to educate members of the Bargaining Unit and their dependents of the importance to inform the hospital and/or doctor when the employee's dependents have health insurance provided by a carrier other than the carrier for the Upper Dauphin Area School District.

The employee shall notify the District with the names of his/her dependents and the name of the insurance carrier if his/her dependents are also covered by health insurance elsewhere within thirty (30) days after the signing of this Agreement and within thirty (30) days of any change in the employment of his/her dependents or the health insurance carrier.

No employee shall participate as an employee under the plan provided by the District if that employee is eligible for benefits as an employee under another plan, nor an employee and dependent under the plan provided by the District so that if both husband and wife are employed by the District, only one employee shall be eligible for enrollment.

- f. In any event - the employee is responsible to initiate this coverage through the Business Office and to modify coverage when necessary.
- g. Bargaining unit members who retire, as per PSERS, from UDASD may continue at their own expense with district medical care to age 65 provided they submit in advance to district business office the monthly premium. However, retirees who obtain full-time employment subsequent to retirement shall not be eligible to remain in the group if their employer provides equivalent or better coverage. Rates will be based on the COBRA rates provided to the district by the trust or carrier.

- h. Professional employees who elect not to be covered by either the district's indemnity, PPO or HMO health plans will be compensated each year with two equal payments in June and December to total \$1,000 for the year. Payments will be made on the second pay of the respective months. Payments are to be made approximately 5 1/2 months after vacating the district's HMO, PPO or indemnity health plan.

Application to opt out or opt back in will be made during the month of November of each school year.

New employees will notify the business office as soon as possible prior to employment. If a new employee opts out of participation of a district health plan, he/she will be entitled to a pro-rated stipend of \$1,000 times (# months divided by 12) for the remaining months, to be paid on the next scheduled payment date.

Commencing September 2000, if both a husband and wife are employed by the district, the spouse who is not eligible for enrollment in the insurance plan (as described in "e." above) will receive the \$1,000 compensation described herein. It is understood that initially this stipend will be pro-rated in the same manner as for new employees.

In emergency situations, and loss of benefits elsewhere, an employee will be able to immediately notify the district of his/her intent to opt back into the indemnity, PPO or HMO program.

If an employee opts to return in an emergency situation and has been paid the part or the full bonus of \$1,000 to opt out, the bonus will be pro-rated at 1/12th for each month of health benefits that were not used.

## 2. Dental Insurance

- a. Each full-time professional employee will have paid to the Insurance Carrier a fringe benefit for dental insurance. This amount is to be paid directly to the insurance company and does not become part of the employee's salary. This fringe benefit will terminate when the employee leaves the district.
- b. Each full-time professional employee will have the option to continue the same individual coverage or the option to have family coverage premium paid in full by the district.
- c. This insurance coverage is to include Delta Basic Plan or its equivalent. Commencing September 1, 2000, this plan will include coverage, which will pay fifty percent (50%) UCR for orthodontics

with a life-time maximum of one thousand dollars (\$1,000) per family member.

- d. The district will provide a periodontics plan with a maximum usage of \$1,000 per year per family.

3. Group Term Life Insurance

- a. UDASD shall provide the following amount of group term life insurance for each full-time professional employee under regular contract covered by this agreement: \$50,000
- b. UDASD reserves the right to determine the insurance carrier, the terms, specifications, and conditions of the Life Insurance Program and control over the services and financial benefits, which accrue.

4. Vision

- a. The District will provide a Basic Family Plan. This plan will include coverage for examinations, lenses and frames to a maximum of \$200.00 per family member per two (2) year period.
- b. The above insurance coverage shall be pro-rated for all professional employees working less than full time if the employee elects to pay part of the premium.

5. Prescription Plan

UDASD shall continue to provide to each professional employee a Prescription Plan as offered by the Central Susquehanna Region School Employees Health and Welfare Trust.

6. IRS Section 125 Plan

The District will implement a Section 125 Plan.

**C. REIMBURSEMENT FOR TRAVEL EXPENSES**

- 1. The rate for reimbursement for travel shall be the IRS rate. Said rate will remain in effect until each July 1. If the rate should change during the year, the new rate will be effective July 1 for the entire subsequent school year. Payment shall be made within a week after regularly scheduled board meetings, providing a voucher certifying such travel is received at least seven (7) days before the board meeting. Professional employees who have been assigned to more than one school on a given date shall not be reimbursed for travel expenses from home to the first assignment nor from the last assignment to home on a given date, but shall be reimbursed for all travel expenses from the first school to any other school to which

such professional employee was assigned on a given date.

#### **D. REIMBURSEMENT FOR COLLEGE CREDITS**

A "Professional Employee" who qualifies shall be reimbursed up to the Penn State rate effective for that semester per college (graduate or undergraduate) credit to maximum of fifteen (15) credits. If the employee pays less than the above amount, he will be reimbursed an amount equal to the cost per credit.

##### 1. Criteria for Pre-Approval

- a. The Professional Employee shall be employed full-time in the UDASD at the time "Pre Approval" for taking the course is given.
- b. The Professional employee adheres to the following procedures: (1) the course to be taken has been "pre-approved"; (2) the Professional Employee is not on leave of absence other than sabbatical leave for advanced study in his/her field of teaching, or at the discretion of the Superintendent; and (3) no more than six (6) credits are taken at any given time during the school year; (4) a limit of fifteen (15) credits per fiscal year; (5) the Professional Employee has completed one full year teaching in the UDASD; (6) no reimbursement is provided when the education is subsidized by fellowship, grant or other financial assistance program.
- c. Pre-approval shall be granted prior to the first meeting of the course.
- d. The course is sponsored by a college, approved by the Pennsylvania Department of Education.
- e. The courses to be taken meet one of the following requirements: (1) the courses are in the field of certification in which the Professional Employee has been assigned; (2) the courses are useable to add another field of certification that would benefit the school district; or (3) the courses have been requested by the Superintendent on the basis that they would be of value to the Professional Employee in his/her current assignment.

##### 2. Requirements for Reimbursement

Reimbursement for courses taken shall be contingent upon and subject to the following conditions:

- a. The Professional Employee can provide evidence of the following: (1) the request for "pre-approval" was appropriately completed and signed by the Superintendent; (2) an official transcript to become property of the district, is submitted showing a final grade of "B" or better in the course; (3) proof of payment for credit cost; and (4) shall return to the

district subsequent to the completion of courses for a minimum of one school year.

- b. Payment for credits shall not be paid to employees for clinics, seminars, conferences or in-service courses.
- c. Payment for credits shall not be considered a part of the Professional Employees' salary.
- d. Reimbursement for video courses will ONLY take place under the following two conditions:

(1) They are required as part of a Master's Degree program;

OR

(2) Two video courses outside of a Master's Degree program will be reimbursed during the lifetime of this contract.

3. Educational Sabbatical

- a. While on a sabbatical leave, the school district will allow employees to take up to thirty-six (36) credits per year for reimbursement purposes.
- b. After a sabbatical, the employee must return to the District for three (3) years of service.
- c. If employee chooses to leave the District prior to three (3) years of service, the employee must pay the reimbursement amount.
- d. If intent is to leave, the sixty (60) day notice stands, and the District will hold employee to sixty (60) days.

**E. PAYROLL DEDUCTION OF DUES**

- 1. Each professional employee belonging to the professional organization shall be entitled to have his/her dues for such organization deducted from his/her pay upon receipt of signed authorization by the employee to the Business Manager that such be done.
- 2. Authorization forms used for these deductions shall be prepared by the Association, subject to approval by the School Board, completed by the employee and forwarded to the business office by a date mutually agreeable to the parties.
- 3. Such payroll deductions shall be made by a number of equal installments mutually arrived upon by the Business Manager and the Treasurer of the

Association.

4. Two checks for the dues deducted shall be given by the Business Manager to the Treasurer of the Association as follows: first check to be issued in January for all deductions of dues through December; second check to be issued within five (5) days after the last check from which dues have been deducted.

#### **F. PAYROLL DEDUCTION - CREDIT UNION**

The School District agrees to withhold employee payroll deduction to the credit union. Employees will be required to complete a form authorizing these deductions.

The association agrees to indemnify and hold the school district harmless of and from any and all claims, demands, suits, grievances, or other forms of liability that may arise out of or be made reason of action taken or not taken in connection with these deductions.

#### **G. PERSONAL LEAVE**

1. A maximum of two (2) days of personal leave with pay per "School Fiscal Year" are provided for all members of the professional staff. If not used during the school year, all remaining personal leave days (up to three (3) days) will be accumulated to the next year. At no time can employee have a leave balance of more than five (5) days total; two (2) days from the current year and three (3) days accumulated. Any additional days remaining beyond three (3) will be paid at the end of the school year at the prevailing substitute rate.
2. All personal leave requests (except emergency) shall be submitted to the district office in writing on a form provided by the district at least (5) school days prior to the date of the leave desired. The form shall be dated by the employee, shall clearly designate the day or days for which absence is requested, and shall be signed by the employee making the request.
3. Leaves shall not be granted for monetary gain.
4. A maximum limit of ten percent (10%) of the total staff in a building can be granted a personal day on any one day except that at least one professional employee from each building having fewer than ten (10) total staff members shall be granted personal leave on a given day.
5. If a personal day is approved, it cannot be changed unless a 24-hours advance notice (from the beginning of the scheduled personal day) is reported to the district office by the teacher requesting the leave.

**H. PROFESSIONAL CONFERENCES**

All members of the Bargaining Unit will be allowed one (1) day annually to attend a professional conference. If unused in one (1) year, the day may be accumulated to two (2) days and used. Reimbursement for expenses, including conference fees, will be paid up to a maximum of \$125 per day when properly vouchered.

**I. RETIREMENT ALLOWANCE**

1. Retirement shall mean normal retirement as provided by Section 8307 of the Pennsylvania Public School Employees' Retirement Code (Act 96 as amended) or provided by legislation.
2. Any professional employee with ten (10) or more years of service in the district who elects to retire would be paid as a bonus an amount based on the total number of accumulated unused sick leave. This will be based on the following table:

Total Number of Days Accumulated Sick Leave	Rate of Reimbursement per Day
1 to 99	\$40.00
100 to 199	\$50.00
200 and over	\$60.00

3. When an employee notifies the school district in writing of his/her intention to retire at the close of that school year, then such employee will receive the full retirement bonus by the end of June of that calendar year.
4. If the employee does not qualify for the retirement plans above; that is, he/she is under age 55 or has less than ten (10) years of service in the district, then he/she will receive an amount equal to ten dollars (\$10) for each day of accumulated unused sick leave.

**J. SICK LEAVE BANK**

The Association has established a sick leave bank at no cost to the school district to which all bargaining unit employees may belong on a voluntary basis. The sick leave bank is administered by the Association with rules and regulations governing same.

In establishing the sick leave bank at least seventy percent (70%) of all bargaining unit members must agree to contribute to the bank. The Association will furnish a list of those who contribute along with rules and regulations.

Employees will be eligible to use sick leave bank days when all their sick leave is



exhausted.

The Association shall indemnify and save the district harmless of and from any and all claims, demands, suits, grievances, or other forms of liability that may arise out of or be made reason of action taken or not taken in connection with any aspect of the Sick Leave Program.

## **K. COMPENSATION**

1. The salaries paid to members of the bargaining unit in 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 school years shall be in accord with the salary schedules attached as Appendix A and understandings recorded by the parties during negotiations. Those salaries shall be set forth on a salary list which shall be kept by the Association and the District. Each person will move one step on each subsequent salary schedule as indicated by the Step Placement Chart in Appendix A.
2. Masters +15 category shall mean fifteen (15) graduate credits completed, at an approved college, subsequent to the issuance of the earned masters degree.

The Masters +30 category shall mean thirty (30) graduate credits completed, at an approved college, subsequent to the issuance of the earned masters degree.

The Masters +45 category shall mean forty-five (45) graduate credits completed, at an approved college, subsequent to the issuance of the earned masters degree.

The Instructional II category shall mean the attainment of an Instructional II certification from the Pennsylvania Department of Education.

### **3. Salary:**

Credit will not be granted for a Master's Equivalency after August 31,1997 (academic work must be completed prior to August 31,1997).

Those employees with a Master's Equivalency who are currently in the M+15 column on the salary schedule and who subsequently receive an earned Master's Degree shall remain in the M+15 column and may move horizontally upon completion of fifteen (15) graduate credits at an approved college subsequent to the issuance of the Master's Degree.

Those employees with a Master's Equivalency who are currently in the M+30 column on the salary schedule, and who subsequently receive an earned Master's Degree, shall remain in the M+30 column and may move horizontally upon completion of fifteen (15) graduate credits, at an approved college, subsequent to the issuance of the Master's Degree.

Those employees with a Master's Equivalency who are currently in the M+45 column on the salary schedule, and who subsequently receive an earned Master's Degree, shall remain in the M+45 column.

**L. SICK LEAVE USED FOR FAMILY**

A maximum of four (4) sick days per year may be used for the care of an immediate family member. An immediate family member shall be defined as a child, spouse, parent, parent-in-law, or relative living with the employee. These days will not be accumulated year-to-year and will revert to regular sick days for the employee if not used during the year.

**M. ASSAULT**

When a professional employee's absence from work arises from an assault, as that term is defined in the Pennsylvania Crimes Code at 18 Pa. C.S. 2702(a) (5), said employee shall continue to receive all wages and other benefits as set forth in this Agreement, provided that the employee presents medical documentation to the Board that establishes that the employee's absence is directly related to the assault. Such payments shall continue until said employee begins receiving wage loss benefits under the Workers' Compensation Act, at which time all wages that may have been paid to the employee by the Board shall cease and any such payments received by the employee thereafter, in excess of the amount to which the employee would have been entitled under the Workers' Compensation Act, shall be reimbursed by the employee to the Board.

**N. ACADEMIC SUPPORT PROGRAMS**

Bargaining unit employees will be given right of first refusal for any extra-curricular positions created as part of a district-run academic support program (before school, after school or over the summer months).

**ARTICLE XI**

**SAVINGS CLAUSE**

Those rights and benefits granted to professional employees prior to the ratification of this Agreement shall remain in effect during the lifetime of this Agreement unless altered by the terms of this Agreement.

**ARTICLE XII**

**REPRISAL**

The previous sections modify and amend the other Articles of this Agreement set forth

the effects of the strike.

The Association and employees shall suffer no reprisals from the Employer because of participation in the strike.

The Employer shall suffer no reprisals from the Association or its employees because of the strike.

**UPPER DAUPHIN AREA**

**2009-2010**

**Steps**

<u>From Top Old System</u>	<u>Bachelors</u>	<u>Inst.II</u>	<u>M/Meq</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>
14	1	34,617	36,505	38,419	40,073	41,796
13	2	35,385	37,273	39,195	40,857	42,588
12	3	36,154	38,042	39,972	41,641	43,380
11	4	36,922	38,810	40,749	42,426	44,172
10	5	37,690	39,578	41,526	43,209	44,964
9	6	38,458	40,347	42,302	43,993	45,756
8	7	39,249	41,137	43,102	44,799	46,571
7	8	40,072	41,960	43,934	45,639	47,420
6	9	41,169	43,058	45,043	46,760	48,551
5	10	42,772	44,659	46,664	48,395	50,204
4	11	44,833	46,720	48,750	50,501	52,333
3	12	47,353	49,241	51,301	53,077	54,937
2	13	49,919	51,807	53,898	55,700	57,591
1	14	52,531	54,418	56,541	58,370	60,291
Top	15	55,318	57,205	59,363	61,219	63,172

**UPPER DAUPHIN AREA**

**2010-2011**

**Steps**

<u>From Top Old System</u>	<u>Bachelors</u>	<u>Inst. II</u>	<u>M/Meq</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>
14	1	35,882	38,666	40,985	42,820	44,710
13	2	36,650	39,434	41,759	43,601	45,497
12	3	37,419	40,203	42,535	44,382	46,284
11	4	38,187	40,971	43,309	45,163	47,071
10	5	38,955	41,739	44,085	45,943	47,858
9	6	39,723	42,508	44,859	46,724	48,645
8	7	40,514	43,298	45,657	47,527	49,454
7	8	41,337	44,121	46,487	48,363	50,298
6	9	42,434	45,219	47,594	49,478	51,422
5	10	43,988	46,772	49,162	51,058	53,015
4	11	45,902	48,686	51,095	53,007	54,982
3	12	48,176	50,961	53,394	55,326	57,323
2	13	50,487	53,272	55,730	57,682	59,703
1	14	52,834	55,618	58,101	60,074	62,119
Top	15	55,318	58,102	60,612	62,607	64,677

**UPPER DAUPHIN AREA**

**2011-2012**

Steps							
<u>From Top</u>	<u>Old System</u>	Bachelors	Inst. II	M/Meq	M+15	M+30	M+45
14	1	37,282	41,060	43,827	45,863	47,937	50,070
13	2	38,050	41,828	44,599	46,640	48,719	50,856
12	3	38,819	42,597	45,373	47,417	49,500	51,643
11	4	39,587	43,365	46,145	48,194	50,281	52,430
10	5	40,355	44,133	46,918	48,971	51,062	53,216
9	6	41,123	44,901	47,691	49,748	51,844	54,002
8	7	41,914	45,692	48,487	50,547	52,648	54,812
7	8	42,737	46,515	49,315	51,379	53,485	55,655
6	9	43,834	47,612	50,418	52,489	54,601	56,778
5	10	45,334	49,112	51,929	54,007	56,128	58,317
4	11	47,085	50,863	53,693	55,783	57,916	60,121
3	12	49,088	52,866	55,713	57,816	59,966	62,189
2	13	51,116	54,894	57,758	59,876	62,041	64,284
1	14	53,169	56,947	59,828	61,960	64,143	66,405
Top	15	55,318	59,096	61,996	64,144	66,343	68,627

**UPPER DAUPHIN AREA**

**2012-2013**

Steps							
<u>From Top</u>	<u>Old System</u>	Bachelors	Inst. II	M/Meq	M+15	M+30	M+45
14	1	38,833	43,710	46,974	49,232	51,511	53,820
13	2	39,601	44,478	47,744	50,005	52,286	54,597
12	3	40,370	45,247	48,515	50,778	53,062	55,376
11	4	41,138	46,015	49,286	51,551	53,836	56,153
10	5	41,906	46,783	50,056	52,324	54,611	56,931
9	6	42,674	47,552	50,827	53,096	55,386	57,708
8	7	43,465	48,342	51,620	53,891	56,184	58,509
7	8	44,288	49,165	52,446	54,719	57,014	59,342
6	9	45,385	50,263	53,546	55,823	58,121	60,453
5	10	46,825	51,703	54,992	57,272	59,575	61,914
4	11	48,396	53,274	56,570	58,856	61,166	63,512
3	12	50,097	54,975	58,280	60,574	62,892	65,248
2	13	51,812	56,690	60,004	62,305	64,631	66,998
1	14	53,540	58,418	61,741	64,050	66,384	68,761
Top	15	55,318	60,196	63,528	65,845	68,189	70,577

**UPPER DAUPHIN AREA**

**2013-2014**

**Steps**

<u>From Top Old System</u>	<u>Bachelors</u>	<u>Inst. II</u>	<u>M/Meq</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	
14	1	40,513	46,583	50,384	52,884	55,384	57,884
13	2	41,281	47,351	51,152	53,652	56,152	58,652
12	3	42,050	48,120	51,921	54,421	56,921	59,421
11	4	42,818	48,888	52,689	55,189	57,689	60,189
10	5	43,586	49,656	53,457	55,957	58,457	60,957
9	6	44,354	50,424	54,225	56,725	59,225	61,725
8	7	45,145	51,215	55,016	57,516	60,016	62,516
7	8	45,968	52,038	55,839	58,339	60,839	63,339
6	9	47,065	53,135	56,936	59,436	61,936	64,436
5	10	48,440	54,510	58,311	60,811	63,311	65,811
4	11	49,816	55,886	59,687	62,187	64,687	67,187
3	12	51,191	57,261	61,062	63,562	66,062	68,562
2	13	52,567	58,637	62,438	64,938	67,438	69,938
1	14	53,942	60,012	63,813	66,313	68,813	71,313
Top	15	55,318	61,388	65,189	67,689	70,189	72,689

**Memorandum of Understanding**

This Memorandum of Understanding is entered into this 12<sup>th</sup> day of May 2009, by and between Upper Dauphin Area School District (“School District”) and the Upper Dauphin Area Education Association (“Association”) to clarify the eligibility criteria to receive the retirement allowance specified in Article X(I) of the current collective bargaining agreement, as well as the successor collective bargaining agreement which becomes effective July 1, 2009.

Intending to be legally bound, the parties hereby agree as follows:

1. Purpose of the memorandum of understanding. The School District and Association execute this memorandum to clarify the eligibility criteria for professional employees to receive the retirement allowance specified in Article X(I) of the parties’ collective bargaining agreement, by adopting new contract language as otherwise set forth below in paragraph 2.
2. Revised Language in the Collective Bargaining Agreement. The School District and Association agree that the following language shall replace the current language set forth in Article X(I) of the parties’ collective bargaining agreement, and this new contract language shall become effective immediately and otherwise enforceable for the duration of that agreement:

***I. RETIREMENT ALLOWANCE***

1. *For purposes of this section, the term “retirement” or “retires” shall mean any professional employee who is 55 years of age or older and retires from his/her employment with the School District in order to receive a retirement or disability annuity from the Pennsylvania School Employee Retirement System (“PSERS”).*
2. *Any professional employee who retires after ten (10) or more years of service in the School District shall be paid an amount based on their total number of accumulated unused sick leave days at the time of their retirement. The payment will be based on the following table:*

<i>Total of Accumulated Sick Unused Leave Days</i>	<i>Rate of Reimbursement per Each Unused Sick Leave Day</i>
<i>1 to 99 days</i>	<i>\$30.00 per day</i>
<i>100 to 199 days</i>	<i>\$40.00 per day</i>
<i>200 and over</i>	<i>\$50.00</i>

3. *If a professional employee retires from his/her employment with the School District without satisfying the all of the eligibility criteria needed to receive the retirement allowance, he/she shall be paid an amount equal to ten dollars (\$10) for each day of accumulated unused sick leave.*

4. *A professional employee shall be eligible to receive payment under this section after his/her retirement becomes effective and the submission of his/her PSERS application to receive a retirement or disability annuity is confirmed.*
3. Increased Retirement Allowance in the Successor Agreement. The School District and Association agree the new contract language set forth in paragraph 2 shall be included in the parties' collective bargaining agreement set to go into effect on July 1, 2009, with the following change: the payment amounts specified in Article X(I), Paragraph 2 shall be increased by ten dollars (\$10.00). Thus, the payment will increase from \$30/\$40/\$50 to \$40/\$50/\$60. The parties further agree these increased amounts will not apply to retirements that occurred prior to the start of the 2009-10 school year.
4. Modification of the Current and Successor Agreement. The School District and Association mutually agree to take the necessary steps to modify the language in the current and successor collective bargaining agreements in order to implement this memorandum of understanding.
5. The parties hereby indicate their agreement to the above terms by affixing their signatures below.

**Upper Dauphin Area School District**

By:   
Authorized Representative

Date: 5-12-2009

**Upper Dauphin Area Education Association**

By:   
Authorized Representative

Date: 5/27/2009