

# SHIKELLAMY EDUCATION ASSOCIATION

## Initial Proposal

Prepared: February 26, 2014

Exchanged: July 15, 2014

Resubmitted: June 3, 2015

July 8, 2015

*Except as set forth below, all terms and provisions of the collective bargaining agreement remain in full force and effect. The Association reserves the right to introduce or modify the proposals set forth in this document.*

## Article V – Hours of Work

### Section 5.1 – School Year

Each teacher after working in the district one year will work one hundred eighty-five (185) days. First-year teachers will work one hundred eighty-six (186) days. The extra day beyond that required for experienced teachers (186<sup>th</sup>) will be used for orientation of the new staff members. The in-service day scheduled prior to the first student day will be a scheduled self-directed day of work so that professional staff can prepare for student arrival. The in-service day scheduled on Columbus Day will include one-half day of scheduled self-directed work so that professional staff can fulfill professional obligations and to prepare for upcoming parent-teacher conferences. The last in-service day of the year for the professional staff will be the day prior to the last student day. This in-service day will be a self-directed day of work and principals may schedule a faculty meeting for the professional staff on this day that is to last no longer than one (1) hour, and is to be held in the morning if needed. This day cannot be used as a workshop/training/IEP day. Teachers shall use this day to complete end of year duties such as grading and inventory of supplies at each teacher's work station. On the last student day, teachers will be dismissed upon completion of the required duties.

### Section 5.5 – Use of Planning Time

1. Elementary teachers shall not be compelled to remain in the room and shall have the right to leave the room when specialists including, but not limited to, art, physical education and music are instructing the pupils. This time shall be considered instructional planning time and shall not be used for Association activities. The administration shall ~~make an effort to~~ schedule these classes to provide teachers with additional planning time on a weekly daily basis.
2. On the secondary level, instructional planning periods will be provided for all teachers. The planning time shall not be used for Association activities.

Note: Arbitration Award

3. The district will provide thirty (30) consecutive minutes of non-student contact time, at the elementary level, before or after the student day for planning in five out the six day cycle,
4. Bargaining unit members shall be allowed to leave their buildings, the afternoon before Thanksgiving, as compensatory time for attending after-hours parent-teacher conferences. Parent-teacher conferences shall not exceed three hours and forty-five minutes (3' 45") beyond the school day.
5. Every district elementary building principal shall provide one and one-half (1.5) hours of group planning time for parent-teacher conferences.
6. Every district secondary building principal shall provide one and one-half (1.5) hours of group planning time for parent-teacher conferences.

**Article VI – Child Bearing **and** Child Rearing, Sick and Bereavement LEAVE**

**Section 6.3 – Sickness, Injury or Death**

Bargaining unit members shall receive ten (10) sick days annually. The District may require a doctor's note when a teacher is absent for five (5) or more consecutive work days. Members may use available sick leave for family members or for any person residing in the household, who may be ill or disabled.

Bargaining unit members shall experience no deduction in salary for bereavement leave as follows:

1. Immediate Family: Five (5) work days in the event of death to a parent, sibling, child, spouse/domestic partner, grandparent, grandchild, parent-in-law, near relative residing in household, or any other person with whom the member makes his or her home.
2. Near Relative: Two (2) work days in the event of death to son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin, or a close, personal friend.

**Section 6.4 – Civic Duty**

Bargaining unit members shall suffer no loss of pay while engaged in the performance of a civic duty, including but not limited to jury duty, testifying in court proceedings or similar activities.

## Article IX – Personal and/or Emergency Leave Days – Professional Days

### Section 9.1

~~Three (3)~~ Four (4) cumulative personal and/or emergency leave days per year with pay, ~~noncumulative~~ are provided for each employee to be used with prior approval from the Superintendent or his designee.

~~B. If an employee chooses not to use personal/emergency days, a bonus payment of fifty dollars (\$50.00) will be made to that employee for each day not used; such payment to become part of the employee's salary only for the year in which the option is selected and will be paid following the close of the school term.~~

### Section 10.3 – Dental Insurance

- Maximum - ~~\$1,000~~ \$2,000 per person, per calendar year.

### Section 10.4 – Vision Insurance

#### Post-Refractive Services

#### Frames

~~\$18~~ \$100

#### Lenses

Single Vision ~~\$15.00~~ \$100

Bifocal ~~\$20.00~~ \$150

Trifocal ~~\$25.00~~ \$200

Aphakic ~~\$75.00~~ \$250

#### Contact Lenses (See Limitation Section)

Hard ~~\$150~~ \$300

Soft ~~\$200~~ \$400

### Section 10.6 – Section 125 Flexible Spending Account (New Section)

The District will provide members with access to a Section 125 Flexible Spending Account and a Dependent Care Account for the purposes of health care expenses and dependent care expenses. These programs are considered voluntary for the employee and, therefore, at the employee's option. Employee contributions will be subject to the IRS annual limitations. Any unused monies can be rolled over into the subsequent year subject to the IRS annual limitations.

## Article XIII – Retirement Benefits

### Section 13.1 – Retirement Allowance

1. Upon retirement from public school service or death, provided the employee has spent the last ~~ten (10)~~ fourteen (14) years of service in the Shikellamy School District, the Board shall pay to said employee or designated beneficiary the sum of twenty-five dollars (\$25.00) for each day of accumulated unused sick leave. ~~accumulated with the maximum amount paid not to exceed two thousand dollars (\$2000.00).~~

2. The district shall pay the applicable health care premium rate for retiree and eligible family members until the retiree shall be eligible for any government funded program. The premium rate paid by the retiree will remain at the same level in effect on the date of retirement. At the time eligibility for Medicare is reached, the district shall no longer be responsible for payment of health insurance premium.

### ~~Section 14.15 – Retirement Incentive~~

~~The Shikellamy School Board shall implement by board policy a retirement incentive for any employee covered by this collective bargaining agreement. The policy shall be known as Policy #449 and the terms thereof have been approved by the Shikellamy Education Association and must remain in effect until June 30, 2014.~~

### Section 14.15 – Safe Schools (New Section)

Bargaining unit member shall work in safe working conditions. The employer agrees to abide by all federal, state, and local safety laws and regulations. The District shall make every reasonable effort to provide employees a safe and secure workplace.

### Section 14.16 – Professional Philosophy (New Section)

The employer and the Association believe that the primary function of the Board and its professional staff is to assure each student attending the Shikellamy School District the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board and its professional staff.

### **Section 14.17 – Inclusive Classrooms (New Section)**

Both the Board and the Association recognize the importance for students to be placed in their least restrictive environment (LRE) and to have access to a free and appropriate public education (FAPE). Students with Individualized Educational Plans (IEPs) require additional services and greater classroom remediation. Therefore, the Board agrees to provide the classroom teacher with the following classroom support to assist with student learning:

- Three IEP Students: One Instructional Aide
- An additional instructional aide will be provided for every increment of two IEP students beyond the initial Instructional Aide.

### **Section 14.18 – Technology (New Section)**

In the event that a District-issued computer or other technological device (Macbook/IPAD, etc.) is damaged or stolen, the District agrees to fix or replace the item.

### **Section 14.19 – Professional Improvement Plans (New Section)**

The improvement plan shall include the following:

1. Criteria of the Plan: the plan will be observable and objective;
2. Regularity of observations: observations once every two weeks;
3. Continuity of observations: observations shall be followed by comments on recommendations and criticisms made at previous sessions;
4. Involvement: evaluators must sit regularly with the member involved to analyze and interpret the goals of the improvement plan;
5. Progress: Administration shall provide written reports detailing the Employee's progress.

## TRANSFERS/POSTINGS/VACANCIES (New Section)

Voluntary Transfers: In the event of an open position the most senior certified employee who bids on the position shall be awarded the position.

Involuntary Transfers: There shall be no involuntary transfers. In the event no employee applies for an open position and no outside candidate applies for the position, the least senior employee shall be transferred.

Postings: All positions shall be posted in each building for fifteen (15) work days. The length of time for postings may be changed by mutual agreement of the Association and District.

Summer Months: All members shall be notified by email, text, and/or telephone of all open positions. Employees shall have ten (10) days following notification to apply. In the event the tenth day falls on a holiday, weekend, or any other day for which the District's Central Office is closed, the last day to apply shall be the first work day after the holiday, weekend, or school closure.

Vacancy: A vacancy shall be defined as any position which opens as a result of but not limited to retirement, resignation, death, termination for any reason or the establishment of a newly created position.

Filling of Vacancies: Each open position shall be filled within thirty (30) days of the posting.

Copies of Postings: The Association President shall be provided a copy of all positions and the names of the applicants for each posting.

**Term of Agreement:** Five Years

**Salary:** The Association proposes a 2% on-scale raise annually.

2013-2014 Base Year Payroll is \$12,073,290

- o Year One Increment: 1.91%
- o Year Two Increment: 1.73%
- o Year Three Increment: 1.81%
- o Year Four Increment: 2.0%
- o Year Five Increment: 1.54%
- o Add Speech Therapist Certification to the NBCTE Column