WILSON SCHOOL DISTRICT WEST LAWN, PA COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF SCHOOL DIRECTORS AND THE WILSON EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2021

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	THE COLLECTION, MAINTENANCE AND DISSEMINATION OF EMPLOYEE RECORDS. STUDENT DISCIPLINE. FAIR SHARE. PLANNING TIME. GRIEVANCE PROCEDURE. PART-TIME HOURLY PROFESSIONAL EMPLOYEES. NOTICES. AUTOMATIC TERMINATION CLAUSE. SEPARABILITY.

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made this __6th__day of __February__, 2018, by and between the WILSON SCHOOL DISTRICT, of West Lawn, Berks County, Pennsylvania (hereinafter sometimes called "Employer") and the WILSON EDUCATION ASSOCIATION, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business in West Lawn, Berks County, Pennsylvania (hereinafter called "Association").

ARTICLE 1. DEFINITIONS.

When used herein (including exhibits attached hereto):

- 1.1. "Act 195" shall mean the Public Employee Relations Act, enacted July 23, 1970, as amended.
- **1.2.** "Board" shall mean the Board of School Directors of the Wilson School District.
 - 1.3. "District" shall mean the Wilson School District.
- 1.4. "Grievance" shall mean an alleged violation, an alleged misinterpretation or an alleged improper application of a provision of this Agreement or of a provision of an employment contract between the District and any member of the bargaining unit as provided herein, such employment contract to be in the form provided in the School Code.
- 1.5. "Principal" shall mean the person designated by the Board as the Elementary Principal, Middle School Principal and Senior High Principal, as applicable.
- 1.6. "Superintendent" shall mean the Superintendent of Schools in the District.

ARTICLE 2. RECOGNITION.

The Wilson Education Association is the exclusive representative of the professional employees of the District as ordered and ratified by the Pennsylvania Labor Relations Board.

CERTIFIED: THAT WILSON EDUCATION ASSOCIATION is the EXCLUSIVE REPRESENTATIVE of the employees of the above-named Employer in the Unit described below for the purposes of collective bargaining condition of employment.

UNIT: In a subdivision of the employer unit comprised of all professional employees, defined by NISI Order PERA U-91-273E, in position categories as follows: classroom teachers, department chairpersons, guidance counselors, nurses and librarians, home and school visitors, and excluding all non-professional employees, supervisors, first level supervisors and confidential employees as defined in the Act.

ARTICLE 3. TERM OF AGREEMENT.

The term of this Agreement shall be effective as of date of signing by the parties. The term of this Agreement is four (4) years; July 1, 2017 through June 30, 2021. Wages and health care premium contributions shall be retroactive to July 1, 2017 for all employees of record on date of signing by the parties.

ARTICLE 4. NO STRIKE - NO LOCKOUT PROVISIONS.

The Association agrees that members of the bargaining unit will not engage in a strike (as defined in the Public Employee Relations Act and the Pennsylvania Public School Code) during the term of this Agreement. The District agrees that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

ARTICLE 5. DAYS.

5.1. During the term of this Agreement, there will be 188 days.

ARTICLE 6. PARENT-TEACHER CONFERENCES.

The Employer will schedule elementary and secondary parent-teacher conferences on two half days each year during which elementary and secondary school teachers hold conferences with the parents of all students at the elementary and middle school levels, and offer conferences to those interested parents at the high school level. The last scheduled conference session will be on a Friday afternoon or on the last school day of the week. All teachers realize that conferences may have to be scheduled before or after the professional employee's work day. If conferences are scheduled-beyond the employee's regularly scheduled work day, the employee may use an equal amount of other scheduled conference time as compensatory time off. All teachers will

submit their conference schedules to the office for documentation of compensatory time off. This provision shall only apply to the conference period, and shall not apply to other parent-teacher conferences.

ARTICLE 7. WAGE AND SALARY PROVISIONS.

7.1. The parties hereto agree that the wages and salaries which shall be effective July 1, 2017 and each subsequent year of the Agreement, are set forth in Exhibits A1, A2, A3, and A4, attached hereto. Employees will receive a step payment for each year. Employees starting their 28th year of service with the Wilson School District shall receive a \$2,000 longevity bonus and continue receiving the same bonus each remaining year of full-time employment with the District.

7.2. Re-Opener Language. The following provision

shall take effect July 1, 2019 and expire on June 29, 2021. Employer and Association agree if the Pennsylvania legislature approves legislation that becomes law which changes the source of funding for Pennsylvania school districts and reduces the revenue or level funds, the revenue from the previous fiscal year that Wilson School District had received from local tax revenues, the wage section of this collective bargaining agreement shall be re-opened for the sole purpose of renegotiating only the 2020-2021 salary schedule in the collective bargaining agreement based on the reduced or level funding.

The re-opener shall occur within thirty (30) days of the legislation effective date. The parties shall bargain for sixty (60) days to arrive at new salary schedules. If agreement is not reached within sixty (60) days, the issue shall be presented to an impartial arbitrator for a final decision. The selected arbitrator will be required to conduct a limited hearing within thirty (30) days or as soon as practicable thereafter and then shall be

required within thirty (30) days of the hearing to deliver a decision. The Employer and Association shall attempt to agree on the percentage loss of projected Local Revenues. In the event of a disagreement over the percentage loss of projected Local Revenues, the arbitrator shall determine the applicable percentage loss of Projected Local Revenues.

The recommendation determined by the arbitrator shall become part of the Agreement and will supersede any affected provisions of the Agreement.

- 7.3. Credited Years. The total number of years credited includes the number of terms satisfactorily taught as established by State ratings at Wilson plus the number of terms taught satisfactorily elsewhere as determined at the time of the initial contract.
- 7.4. Credit for Teachers Employed At Various Times in Year. Teachers who begin their service in the Wilson School District at times other than the start of a term shall have their first term applied to "Credit Years" according to this schedule:
- 7.4.1. Within first 45 pupil days of a term full credit for one year;
- 7.4.2. From 46 to 135 pupil days one-half credit;
- 7.4.3. From 136 pupil days to end of term no credit.
 - 7.5. Remuneration for Work Beyond Contract Time. The Employer will pay the following amounts for work beyond contract time, provided the work has been approved in advance and in writing by both the Superintendent and the Board:

	2017-2021
Clerical (per hour)	\$12.76

Curriculum and Staff Development (per hour)	\$25
Teaching Duties (i.e. Detention Coverage)	\$28
Teaching Duties (i.e. Class Coverage)	\$35
Teaching Duties (i.e. Additional Class/Voluntary overload	Per diem hourly
Teaching Duties (per hour) (all professional employees except Guidance Counselors and Special Education Teachers)*	\$28.00
Guidance Counselors and Special Education Teachers Teaching Duties (per hour)*	\$35.00

7.5.1. <u>School Psychologists Summer Employment.</u> The following shall apply to school psychologists who are employed during the summer:

7.5.1.1. The Employer shall determine whether the school psychologist shall work more than the number of days set forth in Article 5 of this Agreement.

7.5.1.2. For each school psychologist, the maximum mandatory summer days worked will not exceed thirty (30) days each.

7.5.1.3. The pay for all days and hours worked will be pro-rated at per diem rate or portion thereof, based on dividing the psychologist's base annual salary by the number of days set forth in Article 5 and Seven Hours and Thirty Minutes (7:30) per day.

7.5.1.4. Each school psychologist will be notified by the Director of Pupil Services by the first Monday in April of the number of days and/or hours recommended to be employed during the summer. The actual number of days and/or hours shall be subject to the approval of the School Board at the preliminary budget approval date.

7.5.1.5. Each school psychologist will not be denied the opportunity for a two-week consecutive break. Actual dates are subject to the Employer's approval.

7.5.1.6. School psychologists will not be required to work on holidays (July 4, Labor Day).

7.5.1.7. Any school psychologist may elect to work more than thirty (30) days, but only if requested by the Employer to do so.

ARTICLE 8. WILSON VIRTUAL ACADEMY

- 8.1. Terms Concerning the Implementation of the Wilson Virtual Academy Program.
- **8.2.** The District may use the Virtual Academy as an alternative for students that will be expelled or have already been expelled by the District.
- 8.3. The District may use the Virtual Academy for a student who is eligible for homebound instruction once the District has determined that the District is unable to find a qualified Bargaining Unit Member to actually participate in homebound instruction.
- **8.4.** The District may use the Virtual Academy for any other reason a student may need virtual courses.
- **8.5.** Bargaining unit members shall be provided appropriate training for successful implementation by the District.
- 8.6. Preservation of Bargaining Unit Positions and Maintenance of Standards.
- 8.7. Wilson Virtual courses shall be first offered and staffed by members of the Association. If a qualified bargaining unit member is not available to teach the course, then the District may contract with a Third Party Provider, with prior notification provided to the WEA. Course offerings shall be consistent with instructional courses offered by the District in the regular school setting.

8.8. No bargaining unit members will be demoted, furloughed or non-renewed as a direct result of the District's implementation of the Wilson Virtual Academy.

8.9. Assignment, Class Load, and Remuneration

Bargaining unit member participation shall be voluntary in nature. A member shall be properly certificated in the course of study. Instruction and monitoring of the program may be conducted prior to or after the contractual work day or a period will be provided, per online course, during the contracted school day. Class sizes will be consistent with brick-and-mortar classes and overages may be approved by the teacher on a case-by-case basis. Bargaining unit member will receive \$1,000 base pay and \$200 stipend per student enrolled in a one (1) credit course if the course is NOT included in the six-period contractual teaching day; courses less than one (1) credit will be pro-rated accordingly. All work associated with the course must occur outside of the provided contracted instructional time.

8.10. Virtual/Online Course Development and Ownership

A member developing a new District-approved virtual course shall receive compensation per the contractual rate established for curriculum writing. All work associated with course development must occur outside of contracted instructional time to be eligible for compensation. Virtual courses shall remain the intellectual property of the Wilson School District.

ARTICLE 9. EXTRACURRICULAR SALARY.

9.1 The extracurricular salary schedule is to remain as part of the Wilson School District Policy. This policy is to be reevaluated annually by a committee which will consist of the following personnel:

9.1.1. School Board Member

- 9.1.2. Superintendent Delegate
- 9.1.3. Extracurricular Director
- 9.1.4. Administrative Representative
- 9.1.5. Male Coach (elected by peers)
- 9.1.6. Female Coach (elected by peers)
- 9.1.7. Non-athletic Activity Representative (elected by peers)
- 9.1.8. Wilson Education Association Representative

The Committee's current recommendation is attached (Exhibit B).

ARTICLE 10. PAY DAYS.

Salaries are paid over twenty-six (26) pay periods. To maintain an uninterrupted schedule of a payroll every two weeks, it becomes necessary approximately once every five (5) years to spread the annual salary over twenty-seven (27) pay periods to keep to a minimum the prepayment of salaries prior to any earnings in that salary year. Statements which break down the annual salary into twenty-six (26) or twenty-seven (27) pay periods and which show deductions are issued before July 1 or as soon as possible thereafter to twelve-month personnel, and before the first day of the term to all other personnel if the Collective Bargaining Agreement is signed before the close of the previous school term.

ARTICLE 11. ELECTIONS FOR SALARY ADVANCES AND DEDUCTIONS.

- 11.1. To comply with Section 409A of the Internal Revenue Code, each professional employee must provide a written election to the Employer that identifies how the employee wishes to be paid.
- 11.2. Such election must be made before the first day that the employee works in the school year for which that employee is paid. An employee hired after the first day of the school term must make an election prior to his or her first day of actual work.
- 11.2.1. The election is irrevocable and may not be changed after the school year begins.
- 11.2.2 The election need not be made for each school year. An election may remain in place until the employee elects a change prior to the beginning of another school year.

11.2.3 If an employee does not submit an election or misses the deadline for submitting an election, the employee will be paid over twelve months.

ARTICLE 12. PAYROLL DEDUCTIONS.

Payroll deductions for insurance coverages other than those provided by the District at no cost to the employee are allowed for United Way, approved tax-sheltered annuities, professional membership dues, Wilson Education Foundation, and payroll savings.

ARTICLE 13. HEALTH PLAN.

- 13.1. The Employer will provide health care insurance for all personnel who are employed a minimum of thirty (30) hours per week on a regular weekly schedule. The Berks County School Districts Health Trust offers a medical insurance plan available to eligible personnel. Each employee shall make monthly co-payments of the applicable amount listed below, by payroll deduction. The Employer shall pay the remaining cost of the monthly premium. Coverage provided shall be set forth in the contract between the School District and the insurance company or insurance administrator.
- 13.2. Employee Monthly Co-payments for the Health Plans

Employees will contribute thirteen percent (13%) of the annual premium cost of the annual (July 1-June 30) health care insurance.

13.3. A Health Insurance Committee will be created and comprised of Board, Administration and 2 WEA members to discuss and explore ways to reduce costs and maintain benefits. If the Employer wishes to change insurance carriers or to self-insure, advance notice must be provided to the Association. This notice will allow the Association to have input and provide information to employees. In the event the Health Trust dissolves, is abandoned by the parties or lapses, the Board shall

have the right, following consultation with the Association, to implement a plan equivalent to the Trust plan coverage and deductibles.

13.4. Medical Insurance Benefit Waiver — Employees, except husbands and wives who are both eligible for health insurance coverage through the Employer, who waive medical coverage (defined as medical and prescription drug coverage only), shall receive the following reimbursement:

Currently covered with Single benefits - \$1,200 annually

Currently covered with 2-Party benefits - \$2,400 annually

Currently covered with Family benefits - \$3,600 annually

The benefit waiver period begins July 1 of each school year and terminates June 30 of the following year.

Payment to the employee for waiver of health benefits will be disbursed in the last pay of the month from September through June.

Waived health coverage may be reinstated during the year due to a valid life-status change. A written request for reinstatement must be submitted to the HR Office. Reinstatement of the affected benefits will occur on the first day of the month following the date of approval.

If employment ceases during the waiver period, the fringe benefit payments will be prorated and treated in the same manner that medical insurance benefits would have been handled if the employee had not waived coverage.

13.5 Retiree Health Insurance Coverage

Employees who retire into PSERS or resign prior to June 30, shall not receive paid health insurance coverage through the Wilson School District beyond June 30th of the year of their retirement or resignation.

ARTICLE 14. DENTAL PLAN.

14.1. The Employer agrees to provide a dental plan for all personnel employed a minimum of thirty (30) hours per week on a regular weekly schedule and their dependents at no

cost to said employees. The plan will include the following minimum benefits:

- 14.1.1. One thousand dollars (\$1,000) maximum benefits
- 14.1.2. Diagnostic coverage of one hundred percent (100%)
- **14.1.3.** Preventive coverage of one hundred percent (100%)
- 14.1.4. Basic restorative coverage of one hundred percent (100%)
- **14.1.5.** Oral surgery coverage of one hundred percent (100%)
- 14.1.6. Endodontic coverage of one hundred percent (100%)
- 14.1.7. Periodontic coverage of one hundred percent (100%)
- 14.1.8. Major restorative coverage to provide for eighty percent (80%) payment by the carrier and twenty percent (20%) payment by the employee
 - 14.1.9. Denture relining one hundred percent (100%)
 - 14.1.10. Denture repair coverage of one hundred percent (100%)
 - **14.1.11.** Prosthodontics coverage of fifty percent (50%)

ARTICLE 15. TERM LIFE INSURANCE.

The Employer agrees to provide term life insurance at no cost for all personnel employed a minimum of thirty (30) hours per week on a regular weekly schedule at \$50,000 per professional employee.

ARTICLE 16. ACCIDENTAL INJURY.

Any employee sustaining an accidental injury while acting in the course of employment with the District shall not have any time lost from his/her employment as a result of his/her accidental injury deducted from his/her sick leave as provided by law. Accidental injury shall include assaults by pupils.

ARTICLE 17. EXTENDED SICKNESS FOR THE 2017-2018 SCHOOL YEAR.

17.1. An employee covered by this Contract who is employed a minimum of thirty (30) hours per week on a regular weekly schedule who has used up sick leave to which he/she is entitled by law shall be covered by District for extended sickness benefits as follows:

Years of Service at Wilson As A Professional Educational Employee

0 thru 4	5 thru 9	10 thru 14	15 and over
1 calendar month at full pay	1 calendar month at full pay 1 calendar month at one-half pay	2 calendar months at full pay	2 calendar months at full pay 1 calendar month at one-half pay

- 17.2. Extended Sickness. Extended sickness shall be construed to mean a sickness that causes the employee to be unable to perform his/her duties for a continuous period of more than one (1) calendar week.
- 17.3. <u>Calendar Month</u>. Calendar month shall be construed to mean a time beginning with the first day this benefit is involved and ending one day before the like date of the ensuing school calendar month, e.g. illness occurs on October 22; calendar month would end on November 21.
- 17.4. Term. The definition of the word "term" under this provision of this schedule shall mean during the working calendar of the particular professional as adopted by the School Board for the current year including any amendments to said calendar during said school year.
- apply only to the term of the participant's individual employment contract. This benefit shall be in addition to sabbatical leave as provided by law. The benefit herein provided shall be reinstated for the full time to which employee is entitled provided it involves a new illness not related to the former illness and does not constitute a recurrence of the same illness. Exceptions to this "new illness ... recurrence" provision include a disabling injury and a life-threatening illness as determined by a qualified physician.*

^{*} Qualified physician shall mean a physician holding full American Medical Association Credentials.

17.6. At the conclusion of the 2017-2018 school year, a Sick Leave Bank will replace the Extended Sickness Benefit for the remainder of the contractual period. (Please see Addendum to Article 17, final pages of this document).

ARTICLE 18. LONG TERM DISABILITY.

The Employer agrees to provide a long term disability plan for all professional employees up to age 65 employed a minimum of thirty (30) hours per week on a regular weekly schedule. Coverage shall be as set forth in the income protection plan between the Employer and the insurance carrier.

The Employer will extend the AFLAC employee-paid disability offering to members of the bargaining unit.

ARTICLE 19. SECTION 125 PLAN.

The Employer currently has a Section 125 plan that allows employees to pay for premium contributions on a pre-tax basis. The Employer will adopt and maintain a plan designed to also permit employee contributions to a flexible spending account (maximum contribution of \$2,500) or a dependent care benefit program (maximum contribution of \$5,000) on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code. The plan will be administered on a school year basis, July 1 - June 30. The stated maximums will apply to the school year, and will also apply to the calendar year as required by the IRS. Under the flexible spending account an employee may elect to have amounts withheld from current pay to be used to fund eligible outof-pocket medical expenses incurred by the employee during the school and calendar year. Under the dependent care benefit program an employee may elect to have amounts withheld from current pay to be used to fund eligible dependent care costs incurred by the employee during the school and calendar year, provided an employee may not be reimbursed for more than he/she has contributed as of the date of reimbursement. The above-defined IRS Section 125 plan will be administered by a contractor selected by the Employer in compliance with the Internal Revenue Service rules and regulations governing such arrangements. The Employer and Employee shall equally share the monthly administrative costs associated with a comprehensive Section 125 plan.

ARTICLE 20. INSURANCE COMPANIES.

To the extent this contract refers to insurance companies by name, it is mutually understood and agreed that reference to the company is made merely to describe the coverage. To the extent Employer secures equivalent or better coverage through another company or companies, it shall be free to do so at all times.

ARTICLE 21. ELIGIBILITY OF PART-TIME ANNUAL SALARIED EMPLOYEES FOR BENEFITS.

The group health, prescription drug, term life and dental insurance under Articles 12, 13 and 14 shall be available to regular,** part-time annual salaried professional employees on a pro rata basis, provided it is offered by the insurance company. If such coverage(s) is(are) not offered by the District's insurance company(ies), the District shall make all reasonable efforts to acquire such coverage at comparable prices. Part-time annual salaried employees so electing coverage shall prepay the proportion of the premium so determined to the Employer.

ARTICLE 22. RETIREMENT BONUSES.

- 22.1. A professional employee retiring may be eligible to receive one or more of the following retirement bonuses, provided that the professional employee complies with all of the following requirements, as well as any additional requirements set forth for each bonus:
- 22.1.1. At least ten (10) years of professional service was given while employed at the Wilson School District;
- **22.1.2.** At least twenty (20) years of professional service was given while employed in the Commonwealth of Pennsylvania;
- **22.1.3.** The professional employee must be at least fifty (50) years of age on the date of retirement;
- 22.1.4. For retirements at the end of the school year, the professional employee must submit to the Wilson School District, his/her written letter of retirement prior to February

A regular, part-time annual salaried professional employee is defined as an employee who is assigned a job or position requiring less daily time than a full school day, and who is contracted and paid on an annual salaried basis. It is understood that the person's job or assignment would be steady daily and weekly employment for the school term.

1st of that school year. For retirements which shall become effective in January, notification will be made by July 1st of the previous year; and

- **22.1.5.** The professional employee must have applied for and have been accepted by the Pennsylvania Public School Employees' Retirement Board for payment of a retirement allowance.
- 22.1.6. A professional employee retiring with at least twenty-five (25) years of professional service while employed at the Wilson School District shall be entitled to a one-time retirement payment payable within thirty (30) days after the requirements set forth in Section 21.1, subsections 21.1.1 through 21.1.5 above and this Section 21.2 have been fulfilled. This one time payment shall be \$1500 per professional employee.
 - 22.2. The Employer agrees to contribute \$135 per month toward the premiums for the group health plan, including prescription coverage under Article 13 for those employees who retire with at least twenty (20) years of service in the Wilson School District and have fulfilled all of the requirements set forth in Section 22.1, subsections 22.1.1 through 22.1.5 above. This contribution begins on July 1st for employees retiring at the end of a school year. Premiums shall be paid until the employee is eligible for Medicare or death, whichever occurs first.
 - 22.3. Those professional employees who retire with at least seventeen (17) years of service in the Wilson School District and who have fulfilled all of the requirements set forth in Section 22.1, subsections 22.1.1 through 22.1.5 above shall be paid Three Hundred Forty Dollars (\$340) per year for all full years of service beyond seventeen (17) years as a severance pay.

Those professional employees who retire and who have fulfilled all of the requirements set forth in Section 22.1, subsections 22.1.1 through 22.1.5 above shall be reimbursed for their unused sick leave at \$50 per day with a maximum payment of 125 days.

ARTICLE 23. MILEAGE REIMBURSEMENT.

Reimbursement for use of private automobile used for school business which has been authorized by the Employer shall be equivalent to "optional mileage deduction" permitted by the Internal Revenue Service. Contract term would float with the regulation, but never be retroactive even if IRS makes its provision retroactive.

ARTICLE 24. PROFESSIONAL DEVELOPMENT.

Course Approval

- 24.1. Approval of the Superintendent must be obtained prior to the course start date for all courses submitted for tuition reimbursement and/or advancement on the salary schedule.

 Course approval will be granted when:
- **24.2.** The Bargaining Unit Employee is enrolled in an advanced degree program approved by the Superintendent at a college or university.
- **24.3.** The course must be taught in a classroom at a fully accredited college or university.
- 24.4. The Bargaining Unit Employee is enrolled in a course in his/her teaching field or one which is related to his/her area of certification and teaching, or one which enhances his/her ability to perform.
- 24.5. The Bargaining Unit Employee is enrolled in a course which will provide additional related certification. The employee must be enrolled in a program at a college or university and the course must be part of the requirement for additional certification;
- 24.6. The Superintendent, in his or her discretion, may approve online courses which are not available as in-class courses and which are deemed by the Superintendent to be substantially beneficial to the employee's assignment or position. The Superintendent may establish guidelines for

approving online courses, and may modify such guidelines from time to time.

24.7. Course approval for undergraduate credits will not be granted.

Tuition Reimbursement

- 24.8. When a professional employee, who has not yet attained a Master's Degree, has qualified for salary credit under the provisions of the Course Approval section above, the Employer shall reimburse employee for one hundred percent (100%) of the tuition cost for the first six (6) credits successfully completed during any particular school budget year (July 1 through June 30); provided however that for approved courses, the per credit cost used in computing the 100% shall be limited to the cost per credit in effect for the State System of Higher Education.
- 24.9. For employees at Master's Degree and above (and not enrolled in a second Master's degree), the reimbursement will be at fifty percent (50%) of the tuition cost for the first six (6) credits successfully completed during any particular school budget year (July 1 through June 30); provided however that for approved courses, the per credit cost used in computing the 50% shall be limited to the cost per credit in effect for the State System of Higher Education.
- 24.10. For employees seeking a second Master's Degree (and accepted in an approved Master's program), the reimbursement will be at one hundred percent (100%) of the tuition cost for the first six (6) credits successfully completed during any particular school budget year (July 1 through June 30); provided however that for approved courses, the per credit cost used in computing the 100% shall be limited to the cost per credit in effect for the State System of Higher Education.

- **24.11.** Tuition cost only (no materials or fees) will be reimbursed.
- 24.12. A grade of B or better must be achieved in order to be eligible for reimbursement. If the college uses a "Pass/Fail grading system, a grade of "Pass" must be obtained. There will be no double reimbursement of credits. This shall include federal grants, state grants, scholarships, GI Bill reimbursements, etc.
- 24.13. Employees must complete one (1) year of employment with the Wilson School District following the successful completion of coursework. Failure to remain employed for this period of time will result in coursework reimbursement to the District. This requirement will not apply if the employee is unable to work due to illness.
- 24.14. For tuition reimbursement, adequate written proof showing course completion in the form of an official transcript, a letter from the college's or university's registrar, or a letter from the course's instructor is submitted by the professional employee. Such proof must be submitted no later than thirty (30) days after course completion (course completion is determined by the course instructor).
- 24.15. Tuition reimbursement payments will be subject to the requirements of the Internal Revenue Service and/or the PA Department of Revenue in effect at the time of payment and may be treated as taxable income to the employee.

Salary Advancement

- **24.16.** Applicants for salary advancement based on additional course credits earned, shall have the prior written approval of the Superintendent before taking such courses.
- **24.17.** Salary advancement is limited to one column movement per year (July 1-June 30).

- 24.18. Employees earning advancement to the next applicable column of the salary schedule will do so at the beginning of the semester immediately following the completion of the approved course. Adequate written proof showing course completion in the form of an official transcript, or letter from the college's or university's registrar, or a letter from the course's instructor must be submitted no later than thirty (30) days after course completion, except for extenuating circumstances beyond the control of the employee at the discretion of the Superintendent.
- 24.19. Additionally, \$250,000 will be budgeted for expenditure during each school year, plus any excess which may not have been expended during the previous school year. Tuition reimbursement requests which exceed these maximums will be reimbursed on an equal percentage basis to all Employees beyond the B+24 step and above employees seeking reimbursement during that particular school budget year.
- **24.20.** The District agrees to reimburse employees by August 15th for the tuition reimbursement provision in Article 24.3. A February reimbursement will occur for employees who have not yet attained their B+24 degree.
- 24.21. Tuition Reimbursement During A Sabbatical Leave. During any sabbatical leave granted by the Employer, the Employer will reimburse the employee's tuition costs for all courses completed having the prior written approval of the Superintendent in accordance with the conditions outlined in Section 24.2 above, and, in addition, the Employer will reimburse the employee for up to one hundred percent (100%) of the tuition cost for an additional three (3) credits for courses successfully taken and completed during the sabbatical leave having the prior written approval of the Superintendent.

Additional approved courses taken during the sabbatical will be reimbursed at 50% in accordance with conditions outlined in Section 24.2 above. Online courses shall be subject to the same requirements and credit cost maximums as set forth above in Sections 24.1 and 24.2.

ARTICLE 25. WAGES, HOURS AND CONDITIONS OF EMPLOYMENT AS PROVIDED BY LAW.

By law provisions are made in certain instances for wages, hours and conditions of employment. The following subjects are covered:

- 25.1. Minimum salary as guaranteed by law
- 25.2. Multiple step raises over a period of years
- 25.3. Additional compensation hours for Special Education teachers will be provided for those Special Education Teachers who work beyond the normal school day in preparing the attending Individual Education Plans (IEPs) for special needs student in teacher's caseload. The Special Education teachers shall be entitled to a maximum additional compensation equal to the current compensation rate for Special Education teachers times the number of student in the Special Education teacher's caseload for the sole purpose of writing IEPs and attending IEP meetings that cannot be completed within the normal school day.
 - 25.4. Minimum salary for substitutes
- 25.5. Guarantees of payment of professional salaries when prevented from teaching because schools are closed by damage to schools or contagious disease
 - 25.6. Sabbatical leaves
 - 25.7. Paid leaves of absence
- 25.7.1. Ten (10) days sick leave per year, from year to year, with no limit on total and with right of employee to carry a maximum of twenty-five (25) days accumulated sick leave from one school district to another

- 25.7.2. One (1) day paid leave for death of a near relative
- 25.7.3. Three (3) days paid leave of absence for death in the immediate family
 - 25.8. Retirement benefits over and above Social Security for which Employer makes payments to the retirement fund. Employer makes payments into fund for employees who are on military leave.
 - 25.9. Duty free lunch period
 - 25.10. School prohibited on Saturdays
 - **25.11.** Tenure
 - 25.12. Child bearing leave
 - 25.13. Military service in time of war or national emergency.

ARTICLE 26. USE OF SICK LEAVE FOR FAMILY ILLNESS.

The sick leave referenced in Section 24.7.1 above, professional employees may use up to ten (10) days per year for illness of a member of the employee's immediate family, as well as for other medical conditions of the employee's immediate family requiring the presence of the employee. Member of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home.

ARTICLE 27. CHILD BEARING AND CHILD REARING LEAVE.

Pregnant professional employees shall be eligible for child bearing and child rearing leave without salary in accordance with the following provisions:

- 27.1. Not later than the end of the fifth (5th) month of pregnancy, the employee shall file a written request for child bearing and child rearing leave. Such request shall be accompanied by:
- 27.1.1. a physician's written certification setting forth the approximate expected date of birth; and
- 27.1.2. notice from the employee of the date of commencement and ending of the child bearing and child rearing leave. Such notice shall be accompanied by a physician's opinion of the employee's physical ability to continue regular full-time employment until the date set

forth in said notice. If such opinion indicates that the employee will not be able to do so, such employee must commence her leave on a date established by her physician.

- 27.2. Pregnant professional employees shall be entitled to child bearing and child rearing leave, subsequent to the beginning of the eighth month of pregnancy, for a period of one (1) year from the date of commencement or to the beginning of the semester immediately following the one year period. In the event a pregnant professional employee requests a leave prior to the beginning of the eighth month of pregnancy, a leave of absence shall be granted for a period of time up to one (1) year from the date of commencement or to the beginning of the semester immediately following the one-year period.
- 27.3. The adoption of an infant, or fathering a child one year or younger, qualifies an adopting parent or father to the length of a leave of absence as provided under Section 27.2 above. Such leave requests shall be made by the professional employee in writing with as much notice as possible prior to the beginning of the leave.
- 27.4. While on a child bearing leave the employee is entitled to sick leave for disabilities caused or contributed to by pregnancy and childbirth and the recovery therefrom as provided by law. All applications for sick leave shall be accompanied by a physician's certification setting forth the cause of said disability, its date of occurrence and the duration of said disability.
- 27.5. Where a professional employee returns from an unpaid leave of absence granted pursuant to Sections 27.1 through 27.3 above at a time other than at the beginning of the fall semester, the professional employee may be placed in another vacant position if the position from which he/she was granted leave is not vacant or has been eliminated. At the end

of the school year, the professional employee shall be given the option of returning to the original position from which he/she was granted leave unless this position has been eliminated. In the event the position has been eliminated, the professional employee shall be given another position for which he/she is properly certified.

- 27.6. Notice of intention to return to employment shall be given in writing not later than seventy (70) days prior to the date on which the employee is scheduled to resume employment. Notice of date intended to return to employment shall be given in writing at the time the leave is requested. In cases of unpaid leaves granted pursuant to Section 27.2 above, the Employer may require a physician's written certification of a professional employee's ability to resume full-time employment.
- 27.7. Upon return to employment from an unpaid leave of absence granted pursuant to this Article, the Board shall offer the professional employee the position held prior to the unpaid leave of absence except as qualified by Section 27.5 above.
- 27.8. While on an unpaid leave of absence provided by this Article, the Employer shall continue to provide said employee any or all fringe benefits with the employee paying the premium for the benefits so elected. The fringe benefits available under this section shall be the health and prescription drug insurance under Article 13.
- 27.9. Benefits to which the professional employee was entitled at the time an unpaid leave of absence commenced pursuant to this Article shall be fully restored upon return from said leave. These benefits shall include seniority, unused accumulated sick leave less any days used while on a maternity leave, and credit toward sabbatical eligibility. No benefits

accrue to the employee during any unpaid leave of absence granted pursuant to this Article except as provided by law.

27.10. If an employee on child rearing leave experiences a crisis such as death of child, death or disablement of spouse, miscarriage or layoff from work of a spouse, he/she may apply for early return and be permitted to fill any long term vacancy which exists or becomes available and for which an employee is certified.

ARTICLE 28. PERSONAL LEAVE DAYS.

Effective July 1, 2018, Employees shall be granted two (2) days of personal leave per year. Teachers in their fifteenth (15th) year of service and beyond will receive a third (3rd) personal day. Personal leave may be accumulated up to five (5) days, and is subject to the following conditions and restrictions:

- **28.1.** No personal leave day shall be allowed during the first ten (10) days and the last ten (10) student days of the student year.
- **28.2.** No personal leave days shall be allowed on any day before a school vacation or a school holiday begins.
- **28.3.** Approval of a personal day on an in-service day is at the discretion of the Superintendent.
- **28.4.** No more than three (3) personal days may be used on consecutive school days.
- **28.5.** Unpaid days off may not be scheduled before or after personal days, subject to Superintendent discretion.
- 28.6. Not more than ten percent (10%) of the number of full-time professional employees, exclusive of counselors, within any one building shall be allowed a personal day on any one (1) school day and the total number of days throughout the District shall not exceed twenty-two (22) on any one (1) school day. Itinerant staff and counselors shall not exceed a fifty percent (50%) allowance.

- 28.7. Forty-eight (48) hours written notice shall be given the building principal in order for a personal leave day to be approved.
- **28.8.** Twenty-four (24) hours written notice shall be given to the building principal in order for a personal leave day to be withdrawn.
- **28.9.** All personal leave requests will be approved in order of receipt by the employee's supervisor.
- **28.10.** Personal leave days may not be taken as partial days.
- **28.11.** Employees may not engage in paid employment during a personal leave day.
- 28.12. If employee does not use accumulated personal leave day(s) at the end of service with the District, the Employer will reimburse the unused personal leave day(s) at the established daily substitute rate.

ARTICLE 29. EMERGENCY ABSENCE

- 29.1. Employees may be granted leave by the Superintendent for emergencies. Each employee shall be entitled to no more than two (2) fully paid days per year. Additional days shall be granted with deduction of the cost of a substitute. Requests shall be addressed in writing directly to the Superintendent. Requests should be made in advance, whenever possible. When this is not possible, application for excused absence shall be given to the Superintendent within three (3) school days after the employee returns. If such timely notice is not given, the leave will not be considered.
- **29.2.** Emergencies include such personal catastrophes as fire or destruction of an employee's home or property and other exigencies. Characteristic of an emergency is that an employee

cannot, under any circumstances, be at work that day and would therefore apply for such leave when he/she returns.

- 29.3. Jury Duty, Religious Holiday (where a total abstinence from work is required), and subpoenaed as a witness (not a party), shall be considered as release days with pay. If subpoenaed in a case where the employee is a party, the Superintendent shall have discretion in determining if the day should be considered as a release day.
- 29.4. In the case of leave being granted for jury duty, the School District will reimburse the employee for the difference between jury duty remuneration and School District salary.
- 29.5. Illness of a member of the employee's immediate family or other medical conditions of the employee's immediate family requiring the presence of the employee shall not qualify for Emergency leave; such absences are covered by Article 26, Use of Sick Leave for Family Illness.

ARTICLE 30. PROFESSIONAL OR PERSONAL ABSENCE: DISCRETIONARY.

The Superintendent may approve additional days of absence, with or without pay, or with deduction of the cost of a substitute, for such purposes as determined by the Superintendent. These discretionary decisions shall not be subject to the grievance procedure.

ARTICLE 31. MEETINGS AND HEARINGS.

- 31.1. A member of the bargaining unit who is summoned to meet with a supervisor, administrator, the Board of School Directors, or any committee or member thereof, for the purpose of imposing disciplinary action, shall be entitled to be accompanied by a representative of the Association. Any member so summoned shall receive reasonable prior notice of the topics to be discussed.
- 31.2. Any member of the bargaining unit subpoenaed to give testimony as a witness before any legally established

judicial or administrative tribunal except for appearances before the Pennsylvania Labor Relations Board or its agents, unless requested to be present by the Board of School Directors, shall serve without loss of pay or leave entitlement.

31.3. Any member of the bargaining unit required to give testimony, with respect to an action initiated by the Association, before the Pennsylvania Labor Relations Board or its agents shall suffer no loss of pay. The Association shall reimburse the School District the actual cost of a substitute employed on account of said absence.

ARTICLE 32. WEA ACTIVITIES.

- **32.1.** No WEA meetings shall be scheduled to conflict with normal work day programs.
- 32.2. WEA representatives requiring leave to attend official business will have the cost of a professional employee's pay paid by the WEA to the District if a substitute is required. If no substitute is needed, no payment will be made.
- **32.3.** Three days' notice must be given administration prior to any days required for official business of WEA.
- 32.4. WEA representatives will be allotted a combined total of eighteen (18) days for official business which shall not include organizational purposes within the School District.
- **32.5.** No more than six (6) WEA representatives shall be excused during any one (1) day under the above provisions.
- **32.6.** WEA president shall have access to private use of a telephone for WEA purposes; toll calls are to be paid by WEA.

ARTICLE 33. EMPLOYEE HEALTH AND SAFETY.

33.1. Whenever it can be established, by decision of a school medical examiner that the exposure, environment or climate inherent in a work assignment is, or may likely become,

injurious to the health or physical well-being of an employee, such employee shall be removed from the offending assignment,

- 33.1.1. until the individual's susceptibility to peril has been corrected, and confirmed by the attending physician, or
- 33.1.2. permanently, if the susceptibility is either chronic or not medically remediable.
 - 33.2. Whenever it can be reasonably concluded that the personnel safety of an employee is jeopardized by a structural defect, or other condition of a work station, such employee shall be removed from such area of personal danger,
- 33.2.1. until such time as the defect or other condition shall have been corrected, or
- 33.2.2. permanently if such defect or condition is not remediable, and no other employee shall be assigned thereto or therein.

ARTICLE 34. EMPLOYEE PROPERTY PROTECTION.

Employer shall reimburse members of the bargaining unit for personal property owned by members of the bargaining unit where said personal property is being used for instructional purposes and said property is damaged, destroyed or stolen as a result of acts not involving negligence of the employee. This is conditioned upon the bargaining unit member securing prior approval in writing to use said personal property for instructional purposes from the building principal. Any such written request shall include the purpose for which the personal property is to be used.

ARTICLE 35. PERMANENT CERTIFICATION.

Professional Employees shall obtain their Instructional II or Educational II certification within their first six years of service.

ARTICLE 36. REDUCTION OF WORK FORCE.

If a possible reduction in staff is necessary, it shall take place by attrition. In the event that this is not possible, then district-wide seniority shall prevail.

ARTICLE 37. FURLOUGHED TEACHERS AS SUBSTITUTES.

37.1. Furloughed teachers, who request in writing, shall be placed on the substitute teacher list and when a substitute assignment occurs, the furloughed teacher shall be contacted by telephone before another substitute is contacted by the School District. If the furloughed teacher refuses this assignment or cannot be contacted by telephone, the School District may contact other substitutes. Where two or more properly certified furloughed teachers are available for this substitute assignment, the substitute assignment shall be offered on the basis of greater seniority before this substitute assignment is offered to a non-To be considered eligible for these furloughed teacher. substitute assignments, the furloughed teacher must inform the School District in writing within ten (10) days after having been placed on any furlough of his/her desire to accept substitute assignments in any area. This written notice must include the telephone number at which the furloughed teacher can be reached and it shall be the furloughed teacher's responsibility to keep the School District informed of any changes in this telephone number through written notification. Without proper written notice, a furloughed teacher shall not be considered for substitute teaching assignment.

37.2. If a position vacancy occurs, the furloughed teacher shall be offered the same or similar position for which he/she is properly certified.

ARTICLE 38. TRANSFERS AND VACANCIES.

38.1. <u>Definition</u>: For purpose of this section on Transfers and Vacancies, the following words shall have the following meanings:

38.1.1. <u>Transfer</u> - A change in a Professional Employee's assignment in area of certification or building.

- **38.1.2.** <u>Vacancy</u> A Bargaining Unit position for a Professional Employee to be filled for the next school year which is not filled by May 30 of the preceding school year.
- **38.1.3.** <u>Seniority</u> Total length of continued employment by the Board (or its predecessor or successors). Extended provisions, see ADDENDUM.

ADDENDUM: required by law shall not constitute a break in continuity of employment, but seniority shall not accrue during such leave except as required by law. Professional Employees who are employed as part-time temporary professional or part-time professional employees shall accrue seniority proportionately to the time worked, but Professional Employees employed beyond the normal school work year shall not accrue additional seniority.

- 38.2. <u>Procedure</u>: A transfer of a professional employee, whether occasioned by a vacancy or reassignment, shall be made by the Superintendent for such purposes as the Superintendent deems to be in the best interests of the educational program of the School District, including consideration of the following factors, not necessarily in order of importance, as they relate to the professional employee(s) to be transferred.
- 38.2.1. School Code requirements
- **38.2.2.** Seniority
- 38.2.3. Subject area teaching experience
- 38.2.4. Prior assignments
- 38.2.5. Requests for transfer
- 38.2.6. Total teaching experience
 - 38.3. Professional Employees may, in writing, request a transfer and such requests shall be maintained in a file and shall be considered as active for a period of one (1) school year after receipt. Any professional employee who is involuntarily transferred or who is not granted a requested transfer to a vacancy shall be entitled to a written statement for the reasons for such transfer or denial thereof.

38.4. Any professional employee who is to be involuntarily transferred will be given notice thereof not less than sixty (60) days prior to the effective date of such transfer, except for emergency, unanticipated, unusual, disciplinary or other similar transfers, in which event the Professional Employee shall be notified as promptly as possible. The Board will waive its rights to the sixty (60) days notice of resignation of any professional employee who elects to resign rather than accept an involuntary transfer. All vacancies will be posted in all schools on all appropriate bulletin boards and in the Superintendent's Newsletter during the regular school year. No vacancy shall be filled within ten (10) days of such posting if the Board has received notice at least sixty (60) days prior to the occurrence of such vacancy.

38.5. The provisions of this Article shall be subject only to Level 4 of grievance procedure and shall not be subject to action in civil court. No arbitrator shall have the power to order by way of relief the transfer or retransfer of any professional employee.

ARTICLE 39. EMPLOYEE SUSPENSIONS.

A Professional Employee suspended for disciplinary purposes without pay may file a grievance under the collective bargaining agreement's grievance arbitration procedure. For purposes of this section, suspension means any disciplinary action resulting in loss of pay for one (1) or more days. It does not include discharge, demotion, or furlough. By filing a grievance pursuant to this section, the employee waives his/her right to appeal through a local agency law hearing or civil court action.

ARTICLE 40. THE COLLECTION, MAINTENANCE AND DISSEMINATION OF EMPLOYEE RECORDS.

40.1. The Employer shall collect and maintain on each employee a file consisting of the application form, record of college credits, pay record, personnel record sheet, contracts,

loyalty oath, requests for salary increase for graduate credits, transcripts, copy of diplomas, copy of teaching certificates, annual rating, and correspondence.

- 40.2. Any member of the bargaining unit shall have the right at any reasonable time to review the contents of his/her personal file. He/she shall also have the right to obtain copies of any item or items in his/her file.
- 40.3. An employee shall have the right to submit a written commentary to any material placed in his/her file and written comment shall be attached to the item in question in his/her file.
- 40.4. No unsigned or improperly identified item shall be placed in an employee's file. Any material that cannot be verified shall not be placed in an employee's file.
- 40.5. The employee shall have the right to initial and date each page of any material in his/her file.

ARTICLE 41. STUDENT DISCIPLINE.

- 41.1. An ongoing committee comprised of WEA representation and Administration will annually evaluate current practices and potential improvement for Guidelines for Student Behavior. Final decisions rest with Administration.
- **41.2.** This Article is not subject to arbitration as defined in the grievance procedure.

ARTICLE 42. FAIR SHARE.

The District agrees to deduct a fair share/agency shop fee from all employees in the bargaining unit who are not members of the Wilson Education Association. Authorization from non-Association members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the District by the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Association by the last day of the succeeding month after such deductions are made. 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 the action taken or not taken by the District under the provisions of this Article.

ARTICLE 43. PLANNING TIME.

Effective with the beginning of the school term, those elementary and secondary teachers who currently receive planning time will receive the following.

43.1. Elementary: Grades Kindergarten through Five

Elementary classroom teachers shall be provided one preparation period of at least forty (40) consecutive minutes within each instructional day. Elementary Specials teachers shall be provided one preparation period of at least forty (40) consecutive minutes within each teacher day.

43.2. Secondary: Grades Six through Twelve

43.2.1. All secondary teachers will be assigned one (1) planning period per day or six (6) planning periods in the six-day cycle.

- 43.3. Planning time is to be used by the teachers for the purpose of preparing instructional materials, lesson plans, parent conferences, teaching materials, student progress reports, subject-related research and other such activities. The Wilson Education Association is supportive of the administration's responsibility to supervise staff in the proper use of planning time.
- 43.4. Note: The arbitrator's recommendations are not intended to expand planning time beyond those teachers who currently receive such time under the prior Planning Time Agreement in the prior collective bargaining agreement.
- **43.5.** A committee of Administrators and Teachers will convene to discuss planning time for Special Education teachers.

ARTICLE 44. GRIEVANCE PROCEDURE.

44.1. The parties hereto agree that adjustment of grievances shall be in accordance with the grievance procedure set forth below.

- 44.2. Purpose. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to grievances. Except as necessary for the purpose of implementing this procedure both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing herein should be construed as limiting the right of any employee to discuss a matter informally with an administrator. On the contrary, the aggrieved person shall at all times and as a condition precedent to the presentation of a formal grievance, first discuss his/her grievance with his/her Principal with the object of resolving the matter informally.
- 44.3. <u>Procedure</u>. The parties to this Agreement agree that grievances shall be resolved as described in the following paragraphs.
- 44.3.1. Either an individual employee or the local Association representing the Bargaining Unit may raise a grievance, but the same grievance may not be raised by both an individual and the Association. An employee having a grievance may choose to be represented by the Association or by another school employee who is not an officer, agent, member, or representative of another teacher organization. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all levels of the grievance procedure.
- 44.3.2. An individual or the Association may withdraw the grievance at any level of the grievance procedure. The Association may process such a grievance withdrawn by the individual through the remaining levels of the grievance procedure without the consent of the aggrieved. In either event, the last written decision shall be final.
- 44.3.3. The Association shall be notified in writing of each individual grievance and of scheduled hearings, and of written decisions at all levels.
 - **44.3.4.** Grievances shall be settled in the following manner:

<u>Level 1</u>: Within ten (10) school days of when the aggrieved becomes aware of the alleged occurrence, the aggrieved shall submit a written statement of the grievance

to his/her building principal. The Principal shall hold a conference with the aggrieved within ten (10) school days after receiving the statement. If the grievance is settled, a written record signed by both parties is made of the settlement.

Level 2: If the grievance is not resolved at Level 1, within five (5) school days after the Level 1 conference, the aggrieved may submit a written request for a conference to the Assistant Superintendent. The Assistant Superintendent shall hold a conference with the aggrieved within ten (10) school days after receiving the request. If the grievance is settled, a written record signed by both parties shall be made of the settlement.

Level 3: If the grievance is not resolved at Level 2, within five (5) school days after the Level 2 conference, the aggrieved may submit a written request for a conference to the Superintendent of Schools. The Superintendent or his/her designee and those he/she may further name, shall hold a conference with the aggrieved within ten (10) school days after receiving the request. The Superintendent shall render his/her decision in writing to the aggrieved and to the aggrieved's supervisor within ten (10) school days following the conference.

Level 4: If the grievance is not resolved at Level 3, within five (5) school days after receiving the Superintendent's decision, the aggrieved may submit a written request for a hearing before the Board of School Directors. The request shall be addressed to the President. The Board or a duly constituted committee and those the Board may further name shall conduct a hearing with the aggrieved within ten (10) school days after receiving the request. The decision of the Board will be forwarded to the aggrieved and to all other concerned within five (5) school days following the hearing.

Level 5: If the grievance is not resolved in Level 4, within ten (10) school days after receiving the Board's decision, only the Association may submit a written request for binding arbitration under Section 903 of Act 195, Public Employee Relations Act. The request shall be addressed to the President of the Board of School Directors. If it is later determined that the grievance fails to meet the criteria of this Article and law, the decision rendered by the Board in Level 4 shall be final. A grievance which is the result of an action or decision by the Superintendent shall begin at Level 3.

ARTICLE 45. PART-TIME HOURLY PROFESSIONAL EMPLOYEES.

- 45.1. The following provisions of this Agreement shall not apply to part-time hourly professional employees: Articles 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, Exhibit "A1, A2, A3, and A4"; all Letters of Understanding; Sabbatical Leave Policy. The only exceptions shall be as specifically set forth in Sections 45.11 and 45.13 below.
- 45.2. A part-time hourly professional employee shall be defined as a professional employee employed in a position for which a professional certificate is required by the Pennsylvania Department of Education, who is employed on an hourly basis in one (1) or more part-time positions. The parties recognize that certain part-time professional employees are employed by the District on an annual, salaried basis. Such employees are not subject to this Article 45.
- 45.3. The provisions of this Agreement shall only apply to work performed in positions for which a professional certificate is required by the Pennsylvania Department of Education. Part-time work in positions for which no professional certificate is required by the Pennsylvania Department of Education shall not be covered by this Agreement, and such work is not bargaining unit work. If employees are employed in both professional and non-professional positions, then only such work which is professional and for which a certificate is required shall be covered by this Agreement.
- 45.4. Part-time hourly professional employees shall be paid according to the hourly rate schedule included, the Part-Time Rate Schedule. At the time the employee is hired, the

Employer shall determine and notify the employee of the number of hours and length of time the employee shall work. The Employer retains the right to unilaterally determine the number of hours and length of time to be worked, the schedule of such hours, and to adjust the hours and schedule from time to time.

- 45.5. If a part-time hourly professional employee is employed in more than one position, the employee shall be paid according to the applicable rates and schedules for the hours worked in each such position.
- 45.6. A part-time hourly professional employee shall be placed on the appropriate step for each position based upon that employee's actual experience working in that specific position or at the same hourly salary level (that is, Level 6 or Level 7) for the Employer. The Employer reserves the right to place an employee on a higher step at the time of initial placement on the schedule for a position.
- 45.7. Part-time hourly professional employees who consistently work at least twenty-five (25) hours per week are eligible to participate in the Employer's group health, prescription drug, dental and long-term disability plans under Articles 12,13, and 18, at the employee's expense, provided the insurance company/administrator allows such participation. Such employees will also be allowed to participate in the Section 125 plan under Article 19 at the employee's expense, provided the plan administrator allows such participation.
- 45.8. Part-time hourly professional employees scheduled to work ten (10) months per school year are eligible for two paid holidays per school year: Thanksgiving and Christmas. These two holidays are paid at the employee's hourly rate according to the employee's normal work day.

Normal work day is the average work day determined by dividing the average work week hours by five.

45.9. Part-time hourly professional employees scheduled to work ten (10) months per school year are eligible for paid sick leave after six months of employment, at a rate according to the employee's average work week as follows: Twenty-five (25) or more hours per week - five (5) sick days per school year; less than twenty-five (25) hours per week - three (3) sick days per school year. These sick days will be paid at the employee's hourly rate according to the employee's normal work day. Normal work day is the average work day determined by dividing the average work week hours by five.

Part-time hourly professional employees eligible for five (5) sick leave days above may use up to two (2) days per year for illness of a member of the employee's immediate family, as well as for other medical conditions of the employee's immediate family requiring the presence of the employee. Part-time hourly professional employees eligible for three (3) sick leave days above may use up to one (1) day per year for illness of a member of the employee's immediate family, as well as for other medical conditions of the employee's immediate family requiring the presence of the employee. Member of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home.

- 45.10. <u>Unused sick leave days are cumulative</u>. Unused sick leave will be reimbursed at the time of retirement or resignation after ten (10) full years of service to the School District at the rate of Ten Dollars (\$10) per day, with a maximum of twenty-five (25) days or a total of Two Hundred Fifty Dollars (\$250).
- 45.11. <u>Tuition Reimbursement for Credits Toward</u>

 <u>Permanent Certification</u>. Part-time hourly professional employees who are employed for a minimum of seventeen and one-half (17-1/2) hours per week in positions which require

permanent certification by the Pennsylvania Department of Education are eligible for tuition reimbursement for credits which will be applied toward such permanent certification, limited to a maximum of six (6) credits per school year, and further limited to a maximum of fourteen hundred dollars (\$1400) per school year. Applicants for tuition reimbursement shall have the prior written approval of the Superintendent before taking such courses. Applications must be made on forms available in the office of the Superintendent. The employee must fulfill all requirements set forth in Article 23, Section 23.3 of the Agreement.

- 45.12. Part-time hourly professional employees shall be paid according to the schedule attached. Level 6 programs shall include Math Resource Tutor and Skills Development Tutor. Level 7 programs shall include Math Extra. This listing shall not be construed as a guarantee that the above programs shall continue to be offered. The parties recognize that all such programs are non-mandatory programs, and that the Employer has the management right to add, revise and delete any and all such programs unilaterally.
- 45.13. Part-time hourly professional employees teaching core curriculum courses, specifically, physical education, adaptive physical education, art, music, shall be paid at the hourly rate for professional salaried employees set forth in Article 7.
- 45.14. Time required to move from one work site directly to another for back-to-back periods within the same building shall be considered time worked.
- 45.15. <u>Accidental Injury</u>. Any part-time hourly professional employee sustaining an accidental injury while

acting in the course of employment with the District shall not have any time lost from his/her employment as a result of his/her accidental injury deducted from his/her sick leave as provided in Section 45.9 of this Article 45. Accidental injury shall include assaults by pupils.

45.16. Mileage Reimbursement. Reimbursement for use of private automobiles used for school business which has been authorized by the Employer shall be equivalent to "optional mileage deduction" permitted by the Internal Revenue Service. Contract term would float with the regulation, but never be retroactive even if IRS makes its provision retroactive.

45.17. <u>The Collection, Maintenance and Dissemination of Employee Records.</u>

- 45.17.1. The Employer shall collect and maintain on each employee a file consisting of the application form, record of college credits, pay record, personnel record sheet, transcripts, copy of diplomas, copy of teaching certificates, evaluations, and correspondence.
- 45.17.2. Any member of the bargaining unit shall have the right at any reasonable time to review the contents of his/her personal file. He/she shall also have the right to obtain copies of any item or items in his/her file.
- 45.17.3. An employee shall have the right to submit a written commentary to any material placed in his/her file and written comment shall be attached to the item in question in his/her file.
- 45.17.4. No unsigned or improperly identified item shall be placed in an employee's file. Any material that cannot be verified shall not be placed in an employee's file.
- 45.17.5. The employee shall have the right to initial and date each page of any material in his/her file.
 - 45.18. Employee Suspensions. A part-time hourly professional employee suspended for disciplinary purposes without pay may file a grievance under the collective bargaining agreement's grievance arbitration procedure. For purposes of this section, suspension means any disciplinary action resulting

in loss of pay for one (1) or more days. It does not include discharge, demotion, or furlough. By filing a grievance pursuant to this section, the employee waives his/her right to appeal through a local agency law hearing or civil court action.

45.19. Part-time hourly professional employees shall continue to receive leave for death in the family, military service leave, and leave without pay, in accordance with the School Board's support staff policies. Part-time hourly professional employees shall also be eligible to receive no more than two (2) paid days per year for emergency reasons, and jury duty, religious holiday, and subpoenaed witness leave in accordance with the requirements and procedures set forth in Article 29.

ARTICLE 46. NOTICES.

46.1. Notices to be given pursuant to any provision of this Agreement or any of the exhibits as between "Employer" and "Association" shall be given in writing. As between said parties, notice shall be deemed to have been properly given when mailed by United States Postal Service:

46.1.1. as to Wilson School District:

Wilson School District 2601 Grandview Blvd. West Lawn, PA 19609

46.1.2. as to Wilson Education Association:

Wilson Education Association 2601 Grandview Blvd. West Lawn, PA 19609

46.2. With respect to notice to functionaries of the Employer or Employees, notice shall be served by placing the same in the box used by the District to distribute communications to the Employer's functionary or employee addressed to the individual unless other service is specifically or

expressly provided in other portions of this Agreement for special subject matters covered therein.

ARTICLE 47. AUTOMATIC TERMINATION CLAUSE.

The parties to this Agreement have included within said Agreement provisions for Student Discipline, Employee Property Protection, Meetings and Hearings, Reduction in Force, Transfers and Vacancies, and Extracurricular Salary. If a decision by the Pennsylvania Supreme Court or Court which has jurisdiction of the parties determines that the subject matter of any one or more of these provisions is a matter of inherent managerial policy as defined in Section 702 of Act 195, for which the Employer need not have bargained in the first instance, then such provision or provisions shall not be deemed binding, valid or subsisting, but shall be deemed null and void.

ARTICLE 48. SEPARABILITY.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the District and the Association the day and year noted below.

Date: 2 4 18	By: President of the Board of Solool Directors
Date: 2 4 18	Attest: Wha Carrole
	Secretary to the Board of School Directors
Date: 2/6/18	WILSON EDUCATION ASSOCIATION By: VECTOR OF ONE
Date: 2/4/18	President Attest:
	Chief Negotiator

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			M+45	62,338	62,713	63,088	63,526	63,963	64,401	64,838	65,338	65,838	66,231	66,623	67,123	67,623	68,123	68,623	69,282	69,941	70,635	71,328	72,168	73,008	74,008	75,008	76,258	77,508	78,958	80,408	82,058	83,708	86,408	89,107					
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			M+12	56,622	56,997	57,372	57,810	58,247	58,685	59,122	59,622	60,122	60,515	60,907	61,407	61,907	62,407	62,907	63,566	64,225	64,919	65,612	66,452	67,292	68,292	69,292	70,542	71,792	73,242	74,692	76,342	77,992	80,692	83,391					-
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			B+18	48,500	48,875	49,250	49,688	50,125	50,563	51,000	51,500	52,000	52,393	52,785	53,285	53,785	54,285	54,785	55,444	56,103	56,797	57,490	58,330	59,170	60,170	61,170	62,420	63,670	65,120	66,570	68,220	69,870	72,570	75,269					
			B+12	47,000	47,375	47,750	48,188	48,625	49,063	49,500	20,000	50,500	50,893	51,285	51,785	52,285	52,785	53,285	53,944	54,603	55,297	55,990	56,830	57,670	58,670	59,670	60,920	62,170	63,620	65,070	66,720	68,370	71,070	73,769					,
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			20.		B+24	51,550	52,068	52,586	53,024	53,461	53,899	54,336	54,836	55,336	55,786	56,235	56,735	57,235	57,735	58,235	58,894	59,553	60,184	60,815	61,318	61,820	62,820	63,820	65,070	66,320	67,770	69,220	70,870	72,520	75,170	77,819									
					B+18	50,000	50,518	51,036	51,474	51,911	52,349	52,786	53,285	53,786	54,236	54,685	55,185	55,685	56,185	56,685	57.344	58.003	58,634	59.265	59,768	60,270	61,270	62,270	63,520	64,770	66,220	67,670	69,320	70,970	73,620	76,269									
					B+12	48,500	49,018	49,536	49,974	50,411	50,849	51,286	51,786	52,286	52,736	53,185	53,685	54,185	54,685	55.185	55.844	56.503	57.134	57.765	58.268	58,770	59.770	60,770	62,020	63,270	64,720	66,170	67.820	69,470	72,120	74,769									
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				M+36/DM	65,338	66,106	66,874	67,312	67,749	68,187	68,624	69,124	69,624	70,002	70,380	70,880	71,380	71,880	72,380	73,039	73,698	74,329	74,960	75,384	75,808	76,658	77,508	78,758	80,008	81,458	82,908	84,558	86,208	88,658	94,107							
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LETTER OF UNDERSTANDING

School Day

It is the understanding of the Wilson Education Association that the work day as set forth in board policy adopted on October 24, 1974 will remain in effect for the duration of this agreement.

WILSON SCHOOL DISTRICT

By: s/ Randolph M. Blatt, III

President of the Board of School Directors

Attest: s/ Beverly A. Snyder
Secretary to the Board of School Directors

WILSON EDUCATION ASSOCIATION

By: <u>s/ Daniel C. Witman</u>
President

Attest: s/ Warren Zimmerman
Secretary

BOARD POLICY

SABBATICAL LEAVE

SABBATICAL LEAVE FOR RESTORATION OF HEALTH AND LEAVE OF ABSENCE FOR PROFESSIONAL DEVELOPMENT

This policy specifies the manner in which sabbatical leaves for restoration of health and leaves of absence for professional development for professional employees will be provided.

This policy is based on the provisions of the School Code relating to sabbatical leaves of absence, as specifically amended by Act 66 of 1996. The Board has sole authority to adopt and enforce policy establishing the conditions under which such leaves may be taken consistent with law.

Professional employees in the Wilson School District shall be entitled to all the benefits of sabbatical leaves for restoration of health or leaves of absence for professional development as outlined in Sections 1166 through 1171 of the Pennsylvania Public School Code of 1949, as amended, and in accordance with this policy.

Professional employees applying for a sabbatical leave for restoration of health or a leave of absence for professional development must comply with the following:

- a. No application will be considered unless the applicant shall have completed ten (10) years of satisfactory service in this Commonwealth as a professional employee of a public school system, five (5) consecutive years of which must be as a professional employee of the Wilson School District.
- b. Notification or request for such leave shall be given two (2) months prior to the opening of the semester in which the leave is to be taken, except in the case of emergency.
- c. The applicant for such leave shall agree to return to his or her employment with the District for a period of not less than one school year immediately following the expiration of the leave.
- d. If the employee fails to return to employment, unless prevented by illness or physical disability, the employee shall forfeit all benefits to which he or she would have been entitled for the period of the leave.

- e. If the employee fails to return to employment, the amount contributed by the District to the Public Employees' Retirement Fund shall be deducted from the refund payable to such employee and the amount so deducted shall be refunded to the District by which it was paid.
- f. Leave shall be granted for one entire school year, or for a period of one semester for one school year or for two (2) semesters during a period of two (2) school years.
- g. An applicant for sabbatical leave for restoration of health shall submit with the application a supporting statement and recommendation either from his or her own physician or the school physician or both.
- h. Leaves of absence for professional development shall be granted on the following terms and conditions.
- (1) A leave of absence for professional development shall be directly related to the professional responsibilities as determined by the School Board and shall be restricted to activities required by regulations of the Commonwealth for a professional certificate or commission or to improve professional competency.
- (2) All requests for leaves of absence for professional development shall be subject to review and authorization by the School Board.
- (3) An applicant for a leave of absence for professional development for a half school term must enroll in and successfully complete at a minimum any of the following or a combination thereof: nine (9) graduate credits, twelve (12) undergraduate credits, one hundred eighty (180) hours of professional development activities. An applicant for a leave of absence for professional development for a full school term must enroll in and successfully complete at a minimum any of the following or a combination thereof: eighteen (18) graduate credits, twenty-four (24) undergraduate credits, three hundred sixty (360) hours of professional development activities.
 - All credits must be approved in advance and must be from an approved fully accredited degree-granting institution;
 - Correspondence, travel/study, video or other such non-traditional courses will not be approved;
 - Courses must be taught in class and must be for a full semester; or require
 15 class hours per credit;

- Graduate courses must be accepted by that university for credit toward fulfilling a Master or Doctorate Degree;
- The graduate, undergraduate, or professional development study program must be in an education-related field approved by the Superintendent and the Board of Education.
- (4) The professional employee requesting a leave of absence for professional development shall submit to the School Board a detailed plan describing the professional development activities to be undertaken, which the Board shall approve or reject.
- (5) All courses must be taken and completed during the leave; any exceptions must be approved in writing in advance by the Superintendent.
- (6) The professional employee must submit a detailed report at the end of the leave, and at the end of the first semester if the leave is for a full-year, which report must include satisfactory evidence that the employee's approved plan for professional development was fully and satisfactorily complied with during the leave of absence. If the employee fails to do so, unless prevented by illness or physical disability, the employee shall forfeit all benefits to which he or she would have been entitled for the period of leave.
 - i. Sabbatical leaves for travel shall not be approved.
- j. The salary of the employee on leave will be determined in accordance with the provisions of the School Code.
- k. In the event more than ten percent (10%) of those persons eligible shall apply for such leave, employees with the most seniority from the last leave shall constitute those persons eligible for leave. Ties shall be broken on the basis of the date of application. Sabbatical leaves for restoration of health shall take precedence over leaves of absence for professional development.
- The provisions and requirements of the School Code and any amendments thereto are a part of this policy.
- m. Employees shall be permitted to work while on leave as long as the work does not interfere with the purpose of the leave.

The above sabbatical leave policies are based on the requirements currently set forth in the Pennsylvania School Code, as amended. If such statutory requirements are changed, so that the Employer is not required to grant such sabbaticals, or may limit or restrict such sabbaticals, then it is understood that the Employer shall have the right to unilaterally make changes in the sabbatical leave policy adopting any such limitations, restrictions, or revisions.

WILSON SCHOOL DISTRICT EXTRACURRICULAR COMPENSATION PLAN FOR ATHLETICS

A. EXTRACURRICULAR SALARY COMMITTEE

The committee will consist of 8 members:

- Four from the Wilson Education Association (WEA)
 - 1. WEA Representative
 - 2. Boys Sports Representative
 - 3. Girls Sports Representative
 - 4. Non-Athletic Activities Representative
- Four representing the Administration and Wilson School Board
 - 1. Wilson School Board Member
 - 2. Superintendent's Appointee
 - 3. High School Principal
 - 4. Athletic Director

The committee will meet annually in the spring to review the supplementary pay program for extracurricular activities and make recommendations to the Wilson School Board for:

- New Positions
- Terminated Positions
- Modifications to the Extracurricular Salary Ranges and/or Hourly Rates
- Extended Season Pay Rates

B. EXTRACURRICULAR SALARY RANGES:

- The extracurricular salary ranges below will apply to the positions listed.
- The salary range shall be determined by the Extracurricular Salary Committee and will be the recognized determinant of starting salary levels.
- The Wilson School District reserves the right to grant compensation anywhere within the specified salary ranges for the appropriate positions.
- The extracurricular starting salary ranges for <u>head</u> coaches are as follows:

POSITION	MINIMUM BASE SALARY	MAXIMUM BASE SALARY
HS Head Football	\$6850	\$11057
HS Head Baseball	\$4658	\$7519
HS Head Boys Basketball	\$4658	\$7519
HS Head Girls Basketball	\$4658	\$7519
HS Head Field Hockey	\$4658	\$7519
HS Head Boys Lacrosse	\$4658	\$7519
HS Head Girls Lacrosse	\$4658	\$7519
HS Head Boys Soccer	\$4658	\$7519
HS Head Girls Soccer	\$4658	\$7519
HS Head Softball	\$4658	\$7519
HS Head Boys Swimming	\$4658	\$7519
HS Head Girls Swimming	\$4658	\$7519
HS Head Track & Field (Coed)	\$4658	\$7519
HS Head Boys Volleyball	\$4658	\$7519
HS Head Girls Volleyball	\$4658	\$7519
HS Head Boys Water Polo	\$4658	\$7519
HS Head Girls Water Polo	\$4658	\$7519
HS Head Wrestling	\$4658	\$7519
HS Head Boys Bowling	\$3288	\$5307

HS Head Girls Bowling	\$3288	\$5307
HS Head Cheerleading (Fall)	\$3288	\$5307
HS Head Cheerleading (Winter)	\$3288	\$5307
HS Head Cross Country (Coed)	\$3288	\$5307
HS Head Diving (Coed)	\$3288	\$5307
HS Head Golf (Coed)	\$3288	\$5307
HS Head Indoor Track & Field (Coed)	\$3288	\$5307
HS Head Rifle (Coed)	\$3288	\$5307
HS Head Boys Tennis	\$3288	\$5307
HS Head Girls Tennis	\$3288	\$5307
HS Head Dance Team	\$2000	\$3228
ALL Freshmen Head Coaches	\$2466	\$3981
ALL MS Head Coaches	\$2466	\$3981

The extracurricular starting salary ranges for <u>assistant</u> coaches are as follows:

POSITION	MINIMUM BASE SALARY	MAXIMUM BASE SALARY
HS Assistant Football	\$4453	\$7188
HS Assistant Baseball	\$3028	\$4887
HS Assistant Boys Basketball	\$3028	\$4887
HS Assistant Girls Basketball	\$3028	\$4887
HS Assistant Field Hockey	\$3028	\$4887
HS Assistant Roys Lacrosse	\$3028	\$4887
HS Assistant Girls Lacrosse	\$3028	\$4887
HS Assistant Boys Soccer	\$3028	\$4887
HS Assistant Girls Soccer	\$3028	\$4887
HS Assistant Softball	\$3028	\$4887
HS Assistant Boys Swimming	\$3028	\$4887
HS Assistant Girls Swimming	\$3028	\$4887
HS Assistant Track & Field (Coed)	\$3028	\$4887
HS Assistant Boys Volleyball	\$3028	\$4887
HS Assistant Girls Volleyball	\$3028	\$4887
HS Assistant Boys Water Polo	\$3028	\$4887
HS Assistant Girls Water Polo	\$3028	\$4887
HS Assistant Wrestling	\$3028	\$4887
HS Assistant Cheerleading (Fall)	\$2137	\$3450
HS Assistant Cheerleading (Winter)	\$2137	\$3450
HS Assistant Cross Country (Coed)	\$2137	\$3450
HS Assistant Indoor Track & Field (Coed)	\$2137	\$3450
ALL Freshmen Assistant Coaches	\$1603	\$2588
ALL MS Assistant Coaches	\$1603	\$2588

ANNUAL SALARY INCREASES: C.

All coaches listed above will receive salary increases at an annual percentage of 2.5%. However, no increases will be given in years when there are "pay freezes" as outlined in the WEA-Wilson School Board Collective Bargaining Agreement.

HOURLY COACHING RATE: D.

All hourly coaches will be paid a starting rate of \$8.50 per hour. A \$.25 increase will be given for each year of experience, after the first year, for years when increases are applied to the extracurricular compensation program.

E. EXTENDED SEASON PAY RATES:

The following extended season pay rates for 2015-2016 for extracurricular activities shall be part of the compensation program:

comp	ensadon program.	144.00
1.	Head Coach for an entire team	\$41,00 per day
2.	Assistant Coach for an entire team	\$28.00 per day
3.	Head Coach for less than an entire team	\$27.00 per day
4.	Assistant Coach for less than an entire team	\$21.00 per day

The following extended season pay rates for 2016-2017 for extracurricular activities shall be part of the compensation program:

comp	ensation program:	Im. 00 I
1.	Head Coach for an entire team	\$51.00 per day
2.	Assistant Coach for an entire team	\$36.00 per day
3.	Head Coach for less than an entire team	\$34,00 per day
4.	Assistant Coach for less than an entire team	\$26.00 per day

Details and definitions regarding an entire team are determined by the Extracurricular Committee as detailed in the WEA-Wilson School Board Collective Bargaining Agreement.

Entire Teams

- Baseball
- Boys & Girls Basketball
- Cheerleading
- Field Hockey
- Football
- Boys & Girls Lacrosse
- Rifle
- Boys & Girls Soccer
- Softball
- Boys & Girls Volleyball
- Boys & Girls Water Polo

Either (meaning teams and/or individuals may qualify for extended season)

- Boys & Girls Bowling
 - Team may advance through States
 - o Individuals may advance through States
- Boys & Girls Cross Country
 - o Follow PIAA guidelines for determining individual/team competition
- Golf
- Boys & Girls Swimming
 - o If 5 or more qualify for Districts/States, it will count as a team
 - o If 4 or less qualify, it will count as an individual sport (alternates do not count)
- Boys & Girls Tennis
 - o Team may advance through States
 - o Individuals may advance through States
- Boys & Girls Indoor Track & Field
 - Individuals may qualify for PIAA Indoor State Meet
- Boys & Girls Outdoor Track & Field
 - o Team may advance through States
 - o Individuals may advance through States
- Wrestling
 - o If 3 or more qualify, it will count as a team
 - o If 2 or less qualify, it will count as an individual sport

F. ASSISTANT COACHES IN THE COMPENSATION PROGRAM

Decisions related to the number of paid (stipend and/or hourly) assistant coaches will be based on participation levels/district needs and determined/approved by the Athletic Director, in conjunction with the Extracurricular Committee, Director of Human Resources, and Director of Finance.

WILSON SCHOOL DISTRICT NON-ATHLETIC EXTRACURRICULAR COMPENSATION PLAN

(UPDATED – JUNE 2015)

A. NON-ATHLETIC EXTRACURRICULAR SALARY

- The non-athletic extracurricular minimum base salaries below will apply to the positions listed.
- The minimum base salaries shall be determined by the Extracurricular Salary Committee and will be the recognized determinant of starting salary levels.
- The non-athletic extracurricular minimum base salaries are as follows:

POSITION	MINIMUM BASE SALARY
HS Marching Band Director	\$6,149
HS Marching Band Movement Head	\$2,604
HS Marching Band Professional Asst	\$2,236
HS Marching Band Movement Asst	\$1,677
HS Marching Color Guard Head	\$2,515
HS Marching Color Guard Asst	\$1,677
HS Marching Color Guard Asst	\$1,677
HS Marching Percussion Head	\$2,515
HS Marching Percussion Asst	\$2,236
HS Indoor Percussion Head	\$3,633
HS Indoor Percussion Asst 1	\$2,236
HS Indoor Percussion Asst 2	\$1,397
HS Indoor Percussion Asst 3	\$1,118
HS Indoor Color Guard Head	\$3,354
HS Indoor Color Guard Asst	\$2,236
HS Indoor Color Guard Asst	\$1,677
MS Indoor Color Guard Head	\$1,397
MS Indoor Color Guard Asst	\$559
HS Concert Band/Jazz Band	\$3,913
HS Select Chorus	\$2,515
HS Orchestra	\$1,397
HS Musical Production Director	\$3,074
HS Musical Vocal Director	\$2,152
HS Musical Orchestra Director	\$838
HS Musical Technical Director	\$559
HS Musical Choreographer	\$1,118
Wilson Theater Comp Director 1	\$1,118
Wilson Theater Comp Asst 1	\$559
Wilson Theater Comp Director 2	\$1,118
Wilson Theater Comp Asst 2	\$559
Wilson Theater Comp Director 3	\$1,118

POSITION	MINIMUM BASE SALARY
Wilson Theater Comp Asst 3	\$559
SMS Co-Musical Director	\$1,397
SMS Co-Musical Director	\$1,397
SMS Select Chorus	\$1,956
SMS Orchestra	\$699
SMS Jass/Concert Band	\$2,236
SMS Auditorium Technical Supervisor	\$1,118
WMS Musical Director	\$1,956
WMS Musical Director Asst	\$1,467
WMS Select Chorus	\$1,956
WMS Orchestra	\$699
WMS Jazz/Concert Band	\$2,236
WMS Auditorium Technical Supervisor	\$1,118

B. ANNUAL SALARY INCREASES:

All coaches/advisors listed above will receive salary increases at an annual percentage of 2.5%. However, no increases will be given in years when there are "pay freezes" as outlined in the WEA-Wilson School Board Collective Bargaining Agreement.

C. HOURLY COACHING/ADVISOR RATES:

All hourly coaches/advisors will be paid a starting rate of \$8.50 per hour. A \$.25 increase will be given for each year of experience, after the first year, for years when increases are applied to the extracurricular compensation program.

D. EXTENDED SEASON PAY RATES:

The following extended season pay rates for non-athletic extracurricular activities shall be part of the compensation program, however only in conjunction with the Football Program:

1. Head Coach/Advisor for an entire team

\$30.00 per day

2. Assistant Coach/Advisor for an entire team

\$21.00 per day

Details and definitions regarding an entire team are determined by the Extracurricular Committee as detailed in the WEA-Wilson School Board Collective Bargaining Agreement.

Non-Athletic Extracurricular Extended Season Pay Positions

• HS Marching Band Director

\$30.00 per day

• Additional HS Marching Staff

\$21.00 per day

No other program listed in the non-athletic extracurricular activities will receive extended season pay rates.

WILSON SCHOOL DISTRICT CO-CURRICULAR COMPENSATION PLAN

(UPDATED – JUNE 2015)

CO-CURRICULAR SALARY A.

- The co-curricular minimum base salaries below will apply to the positions listed.
- The minimum base salaries shall be determined by the Extracurricular Salary Committee and will be the recognized determinant of starting salary levels.
- The co-curricular minimum base salaries are as follows:

POSITION	MINIMUM BASE SALARY
HS Senior Class Advisor	\$1096
HS Junior Class Advisor	\$1644
HS Sophomore Class Advisor	\$1096
HS Freshman Class Advisor	\$548 /
	\$1096
HS Key Club Advisor HS National Honor Society Advisor	\$822
HS Interact Club Advisor	\$1370
	\$2740
HS Yearbook Advisor HS Model United Nations Advisor	\$822
HS Model United Nations Advisor	\$4658
HS Technology Student Association Advisor	\$1342
HS Technology Student Association Advisor- Asst. HS Technology Student Association Advisor- Hourly Asst. (115 Hours X 8.50 hr)	\$977.50
HS Academic Challenge Advisor	\$1370
HS Student Government Advisor	\$2192
HS Student Government Advisor- Asst.	\$1096
HS Science Olympiad Advisor HS Science Olympiad Advisor	\$1370
HS Science Olympiad Advisor- Asst. (50 Hours x 8.50)	\$425
HS Science Fair Coordinator	\$548
WSD Grandview Gallery Coordinator	\$1370
HS Future Business Leaders of America (FBLA) Advisor	\$1370
HS Family, Career and Community Leaders of America	\$1370
(FCCLA) Advisor	
HS Link Crew Leader Co-Advisor	\$1370
HS Link Crew Leader Co-Advisor HS Link Crew Leader Co-Advisor	\$1370
HS Newspaper Advisor	\$1644
HS Mock Trial Advisor	\$548
HS World Quest Advisor	\$548
SMS Math Counts Advisor	\$822
SMS Yearbook Advisor	\$1096
SMS Student Council Advisor	\$1370
	\$1644
SMS Newspaper Advisor SMS You Be the Chemist Advisor	\$822
	\$822
WMS Math Counts Advisor	\$1096
WMS Yearbook Advisor	\$1370
WMS Student Council Advisor	\$1644
WMS Newspaper Advisor WMS You Be the Chemist Advisor	\$822

B. INSTRUCTIONAL TIME:

Any advisor listed above that is given an instructional period during the school day to advise the club or activity will not receive the stipend listed.

C. ANNUAL SALARY INCREASES:

All advisors listed above will receive salary increases at an annual percentage of 2.5%. However, no increases will be given in years when there are "pay freezes" as outlined in the WEA-Wilson School Board Collective Bargaining Agreement.

D. HOURLY ADVISOR RATE:

All hourly advisors will be paid a starting rate of \$8.50 per hour. A \$.25 increase will be given for each year of experience, after the first year, for years when increases are applied to the extracurricular compensation program.

Addendum to Article 17 of the Collective Bargaining Agreement between the Board of School Directors and the Wilson Education Association

The purpose of the Wilson School District/WEA Sick Leave Bank (Bank) is to provide additional paid leave for employees who have exhausted their accrued sick and personal leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees may voluntarily contribute sick leave days (leave) for allocation to other participating employees. The purpose of the Bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

Establishment of the Sick Bank

The Bank will be established through the voluntary contribution of one sick day per year by eligible employees (as defined by the CBA) during an initial enrollment period. Contributing a sick day establishes membership in the Bank and eligibility to apply for withdrawal from the Bank Current employees who do not wish to join in September 2018 will not be eligible to join until the beginning of the new CBA (July 2021).

Once the Bank has been established, an open enrollment period will be held during the first two (2) weeks of September. At that time, any eligible employee may join the bank by contributing ONE sick day. In order to remain a member in good standing, current bank members must continue to make a voluntary annual contribution of one sick day. Should the Bank reach a balance of 300 days, a special contribution period may be opened (requesting all bank members contribute a 2nd day for that year). Similarly, if the Bank balance is considered excessive (900 days), a contribution 'holiday' for current members may be established for that year (new employees/enrollees would still need to contribute one day if the 'holiday' is established for current members). Any days remaining in the Bank at the end of a fiscal year will be carried over to the next fiscal year.

Membership Eligibility, Obligations, and Limitations

- 1. Membership in the Bank is available to all employees covered by the CBA, who work 30 hours per week.
- 2. Membership eligibility for participation in the Bank for a fiscal year begins upon the employee's original donation of ONE sick day. Enrollment in the Bank continues, provided an additional sick day is donated each subsequent fiscal year.
- 3. Eligibility is discontinued upon termination of employment, retirement, death, or failure to donate a leave day the following fiscal year. No payment of benefits will be made to survivors.
- 4. Members must waive all claims to sick leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.

5. The Bank is available to eligible employees who have completely exhausted all sick and personal days and who are not receiving disability or Workers' Compensation.

Donations to the Bank

- 1. Employees will be given an annual opportunity to donate to the Bank. Donors must have a minimum balance of nine (9) sick days after making a donation.
- 2. Retirees may donate up to ten (10) days of accumulated sick leave to the Bank forty-five (45) days prior to their retirement date.

Administration of the Bank

- 1. The Bank will be administered by the District's Human Resources Office.
- 2. The annual donations of sick leave will be obtained by WEA and forwarded to the Human Resources Office by September 15th of each year.
- 3. Requests, by employees, for paid sick leave will be directed to the Human Resources Office.
- 4. All requests must be accompanied by supporting statements from a qualified physician (a physician holding full American Medical Association credentials) stating the employee is under their care, unable to work and the anticipated duration of the inability to work.
- 5. The District will share utilization information and Bank balances with WEA on an asrequested basis.

Withdrawals from the Bank

- 1. A member will communicate a request for the Sick Leave Bank and provide supporting documentation to the Human Resources Office.
- 2. This communication must be accompanied by a statement from a qualified physician that includes the medical condition and beginning and ending date of the treatment of the condition.
- 3. Requests for withdrawal must be made by the member no later than five (5) days after all accumulated sick and personal day time has been exhausted.
- 4. The amount of sick leave granted for each request will be a maximum of 45 school days in a twelve (12) month period.
- 5. Leave may only be used for the personal illness or injury of the member employee in excess of ten (10) consecutive school days.
- 6. Use of Bank benefits is considered under the provisions of the FMLA and any use is included in the twelve (12) weeks of leave provided under this Act, if applicable.
- 7. Bank benefits are not available for leave taken prior to member eligibility for participation in the Bank.
- 8. If Sick Bank leave is used during a maternity leave, the employee member must return to work for one (1) year (unless employee is deemed unfit to return to work by a medical professional) or the gross value of the leave bank withdrawal will be deducted from the final pay/billed to the employee.

WILSON SCHOOL DISTRICT

Date: 8-6-18	ву: ////////////////////////////////////
Date: 8-6-/8	President of the Board of School Directors By: Ana Canoll
	Secretary to the Board of School Directors
	WILSON EDUCATION ASSOCIATION
Date: 8-15-18	By: Jammy Hahr President
Date: 8 - 16 - 18	By: Ale Sylve Chief Negotiator