

CONTRACT II AGREEMENT

between the

MUHLENBERG SCHOOL DISTRICT

and the

MUHLENBERG ADMINISTRATORS' ASSOCIATION

for the period

July 1, 2013 through June 30, 2016

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AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2013 A.D., by and between the SCHOOL DISTRICT OF MUHLENBERG, of Berks County, Pennsylvania, hereinafter called the "Employer",

AND

THE MUHLENBERG ADMINISTRATORS' ASSOCIATION, hereinafter called "Administrators".

WITNESSETH:

The parties hereto agree as follows:

- 1. **RECOGNITION.** Employer recognizes the Administrators as the exclusive agent for the administrative employees, hereinafter called "Employees," of the Employer. Included in the unit will be all Administrators covered by Act 93 of 1984, amending the School Code of 1949 adding Section 1164 dealing with Administrator compensation plans.

Positions

- Supervisor of Accounts
- Food Service Coordinator
- Athletic Trainer (2)
- Custodial Supervisor
- Energy Management/Maintenance Supervisor
- Building Head Cooks
- Confidential Secretary to Superintendent

- II. **PURPOSE.** This Agreement sets forth the wages, hours, and conditions of employment for the Employees of Employer who are in said unit.

- III. **TERM OF AGREEMENT.** The term of this Agreement shall begin on July 1, 2013, and shall continue in full force and effect until June 30, 2016.

- IV. **WAIVER.** The parties hereto agree that, during the term of this Agreement, no additional discussions on this Agreement shall be conducted on any item, which is within the scope of the Meet and Discuss provisions under the Public Employee Relations Act, Act 195, whether specifically referred to herein or not.

- V. **NOTICES.** Unless otherwise set forth, notices to be given pursuant to this Agreement or any of its exhibits shall be given in writing and shall be served by use of the Employer's usual mail system.

- VI. **MEET AND DISCUSS.** A committee of representatives of the Employees may request meetings with the Superintendent of Schools and/or the Superintendent of Schools and the Board of School Directors no more frequently than one (1) time per month to meet and discuss such matters as are required to be subject to "Meet and Discuss" by Act 93; provided that the request for such meeting is made at least ten (10) days in advance of the meeting and provided that any agenda for the matters to be discussed at said meeting shall be furnished at the time the request is made. Such meetings shall be held at times mutually agreeable to the two (2) committees, but not during regular hours of employment unless agreed to by the Employer. Participants of a meeting may mutually agree to hold continued meetings on matters from the agenda of the meeting.

VII. **EMPLOYEE'S LEAVES OF ABSENCE:**

- A. **Illness and Accident.** All full-time twelve (12) month Employees shall receive fifteen (15) days. All full-time Employees who work less than twelve (12) months shall receive one (1) day per full month worked. There will be unlimited accumulation of unused leave from year to year.

- B. **Quarantine.** Absence due to quarantine because of illness in immediate family or household to be considered as personal illness.

C. **Leave for Death in the Family.** Immediate family - Employees shall be granted a maximum of five (5) days bereavement which will include any post-funeral memorial service. Members of 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/her home. Near relative not of household - one (1) work day. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

D. **Leave for Court Duty.** Subpoenaed as a witness or serving jury duty receive difference between salary and compensation received.

E. **Release Time Leave.** Request Procedure: Requests for release time leaves shall be submitted in writing to the Superintendent of Schools/designee by use of an NCR form. Such leaves may be granted by the Superintendent for reasons as indicated below.

Each individual granted release time for a professional reason shall submit a written report to the Superintendent of Schools. The report will summarize the activity for which the leave was granted, and shall be submitted within two weeks from the date of the leave.

1. To serve on an evaluating committee of the Middle States Association (number of days shall be limited to that necessary in the evaluation request).
2. To attend clinics, conferences, or workshops in a given subject or extra curricular area (number of days shall be limited by the convention schedule).
3. To visit other schools for purpose of observation in a given subject area.

F. **Examination for Armed Forces.** No deduction of salary.

G. **Military Leave of Absence.** As required by law.

H. **Sabbatical Leave of Absence.** Shall be granted in accordance with the terms and conditions of the Pennsylvania School Code.

I. **Personal Leave Days.** Personal leave days shall be provided during the school year for all professional Employees. All full-time twelve (12) month Employees shall receive five (5) personal days. All Employees who work less than twelve (12) full months shall receive three (3) personal days.

Personal leave shall be defined as leave granted for personal reasons. This leave shall be granted with pay. Employees shall be required to apply for leave in writing to the Superintendent of Schools/designee by use of an NCR form under this provision at least five (5) days in advance of the day used. Personal leave shall be granted under the following conditions:

1. Personal leave days shall not be cumulative.
2. In the event Employee does not use his/her personal leave day/s, the Employer will buy back the unused personal leave days at the per diem rate of the Employee up to a maximum of five (5) days. Payment for unused days will be made each July.

Personal days will be prorated monthly (1/12) for all service less than the year July 1 – June 30.

Time may be taken in one-quarter (1/4) day increments.

J. **Vacation.** All full-time twelve (12) month Employees shall be entitled to twenty (20) vacation days with pay at their regular rate upon completing one year's employment.

At least ten (10) days must be taken during the summer months. All requests for vacation must be approved by the Superintendent of Schools/designee. Employees shall not be permitted to carry more than thirty (30) vacation days forward from year to year. At the time of retirement, death, or if the Employee leaves the District, they will be paid for unused and accrued vacation days at the per diem salary.

Vacation will be prorated monthly (1/12) for all service less than the year July 1 – June 30.

Time may be taken in one-quarter (1/4_ day increments.

K. Holidays.

Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Monday after Thanksgiving
Last working day before Christmas thru New Year's Day

If Independence Day falls on a Saturday or Sunday, then the designated day by the Federal Government for the celebration of such holiday shall be the Employee's holiday.

It is understood that during the Holiday vacation, it may be necessary for the Athletic Trainer, Director of Aquatics and Head Custodians to work during days otherwise scheduled as holidays. To the extent they are directed to work any of those days, their direct supervisor and the Superintendent shall provide alternative days/times off.

L. Disability Leave of Absence.

1. When an Employee knows or has reason to know in advance when a physical disability will begin and end (e.g. elective surgery, pregnancy disability), written notice thereof shall immediately be given of such times to the Superintendent or his delegate.
2. Disability due to pregnancy shall be treated for all purposes the same as other disabilities with reference to insurance coverage, medical benefits, use of paid sick leave, medical examinations, etc.
3. Upon an Employee experiencing physical or mental disability which disqualifies the Employee from properly and fully performing his/her duties as an administrator, the Employee shall give notice thereof to the Superintendent or his/her delegate within twenty-four (24) hours of the beginning of such disability or as soon thereafter as possible.
4. An Employee absent due to physical or mental disability shall provide to the Superintendent or his/her delegate a report from his/her physician showing the condition of the Employee, including his/her inability to return to work due to the continuance of the disability. Such report shall be provided within a week of the beginning of the disability and upon return to work. For leaves beyond two (2) weeks, such report shall be furnished at the end of each two (2) week period. In addition, the Employer shall have the right to have the Employee examined by a physician of its choice.
5. During a leave of absence due to physical or mental disability, the Employee shall continue to accrue seniority and receive all other benefits of an Employee for a period up to the extent of his/her eligibility to receive paid sick leave and extended sickness benefits or the period of one (1) year, whichever is longer; provided, however, that where a disability leave due to pregnancy is immediately preceded by an unpaid maternity leave, the Employer is required to provide group medical and life insurance benefits during the disability leave only if the Employee shall have continued to pay for and keep in force such insurance coverage during the unpaid maternity leave; in which event the Employee shall also continue to pay for the said insurance coverages during the disability leave, but shall be reimbursed by Employer for that portion of the premium paid by the Employee, attributable to coverage during the disability leave.
6. Upon application for return to employment following the leave, the Employer shall offer the Employee the position held prior to the leave, or a substantially equivalent position (in pay and skill) for which the Employee is certificated.
7. Any intentional and/or surreptitious violation of this provision shall be cause for dismissal.

M. Childbearing/Rearing Leave.

1. An Employee who has become a parent by natural birth shall be granted, upon request, unpaid leave for the purpose of child care. Such leave shall not exceed twelve (12) consecutive calendar months. Failure of Employee to make himself/herself available for return within the said period shall constitute a resignation.
2. Application for childbearing/rearing leave shall be submitted in writing to the Superintendent/designee. Requests shall be submitted at the earliest possible time, but not later than thirty (30) calendar days before leave is to commence. All childbearing/ rearing requests must be accompanied by a physician's certificate setting forth expected date of birth. However, as a result of the uncertainties involved in childbearing, and due to unforeseen circumstances caused by and about the delivery of the child, the Superintendent may waive, extend, or contract the thirty (30) day notice provision upon reasonable cause exhibited by the Employee.
3. Any intentional and/or surreptitious violation of this provision shall be cause for dismissal.
4. An Employee who adopts a child under the age of six (6) years shall be granted, upon request, an unpaid adoptive leave of up to twelve (12) consecutive calendar months which shall begin when the child is physically turned over to the Employee or on a date reasonably in advance thereof as may be agreed by the Employer and Employee. The Employee shall give notice of the desire to take such leave as soon as the Employee knows that the child intended to be adopted will be acquired.
5. Application for return to employment shall be made at least two (2) weeks prior to the end of the childbearing/rearing leave and shall be accompanied by a physician's certificate, where applicable, that the Employee, at the termination of the leave, will be capable of fully carrying out his/her duties.
6. The Employer shall, whenever possible, hire a substitute to fill a vacancy created by childbearing/rearing leave.
7. Upon application for return to employment following such childbearing/rearing leave, the Employer shall offer said Employee the position he/she held prior to the leave, or a substantially equivalent position (in pay and skill) for which the Employee is certificated, if such positions are vacant and available. If such positions are not vacant and available, the Employer shall offer to the Employee any other available position for which the Employee is certificated. A job filled by a substitute shall be treated as vacant and available.
8. During childbearing/rearing leave, the Employee shall not be entitled to any economic benefits, additional steps on salary schedule or payments by Employer on behalf of the Employee, including payments to the Pennsylvania School Employee's Retirement Board. Employee will continue to accrue seniority and may continue medical, dental, life insurance, or other health and welfare coverage at his/her own expense.

N. Religious Leave. Employees whose religious faiths have High Holy Days not scheduled on the School Calendar shall be permitted a religious leave not to exceed two (2) days per year. The final decision shall rest with the Superintendent/ designee after consultation with the particular religious institution involved.

O. Definitions.

1. Per Diem - means annual salary divided by 260 working days for twelve month Employees or defined contracted days for ten-month Employees.

VIII. ECONOMIC BENEFITS

A. Life Insurance. Employer shall provide for each Employee paid life insurance coverage in the amount of \$25,000. Employee may purchase additional life insurance with no additional cost to the School District.

Health Insurance. The Employer shall pay 95% in the 2013/2014 school year, 93% in the 2014/2015 school year, and 91% in the 2015/2016 school year of the premium for the Berks County School Districts' Health Trust Plan or equal coverage for Employees covered and their dependents provided the Employee shall complete the necessary application forms for the same. The Employees shall pay a co-pay of the total health insurance premium as follows: 2013/2014 school year– 5%, 2014/2015 school year – 7%, 2015/2016 school year – 9%. Notwithstanding the requirement of each Employee to pay a premium share of 5%, 7% and 9%, the premium share due each year shall not exceed that which is due by each employee under the employer's MESPA contract. The Employer shall pay the premium for a 50% co-insurance for dental coverage for crowns, inlays, onlays, gold fillings, dentures, and fixed bridges for the Employee only. Health Insurance coverages shall be subject to the periodical monitoring by the Association. When a monitoring report reveals coverage to be inferior in service, benefits, or financial relief to those previously provided or inferior in the same respects to those plans as improved, the Employer shall be responsible for appropriate and immediate improvements in coverage so as to make the coverages equal. In cases where the Employee is required to pay any fees for the processing of claims, the Employee, upon presentation of a receipt of payment, shall be reimbursed by the Employer. The Association shall have the right to examination, within reasonable time limits, of anticipated changes resulting from this provision prior to the contracting for such changes. Should any Employee desire to purchase additional dental coverage which is available, he/she may do so at his/her own expense.

The Association agrees to enter the Berks County School Districts' Health Trust Plan based upon the Board's adoption of the Berks County School Districts' Health Trust Plan (Trust Plan) of medical benefits (hospitalization, medical and prescription). The Association agrees to accept the benefits. The Trust Plan benefits shall replace the benefits as they pertain to Capital Blue Cross Prescription coverage. In the event the Trust Plan dissolves, is abandoned, or lapses, the Board shall have the right, following consultation with the Association, to implement a plan equivalent to the Trust Plan coverages and deductibles.

The Preferred Provider Organization deductible shall be \$350 individual/\$700 family or the deductibles established by the Berks County School Districts' Health Trust Plan.

C. Benefit Waiver Policy

1. All eligible full time employees waiving or reducing medical coverage shall receive the following reimbursement:
 - a. If eligible for family coverage and elect no coverage - \$3,600.
 - b. If eligible for family coverage and elect two-party - \$750.
 - c. If eligible or family coverage and elect single coverage - \$1,800.
 - d. If eligible for two-party coverage and elect no coverage - \$2,400.
 - e. If eligible for two-party coverage and elect single coverage - \$1,400.
 - f. If eligible for single coverage and elect no coverage - \$1,200.
2. To exercise waiver of benefits, an Employee must submit a completed Request for Employee's Benefit Waiver to the Business Office for review and approval. The waiver must be submitted no later than June 15th for implementation in the following school year.
3. The benefit waiver period begins July 1st of each school year and terminates June 30th of the following year.
4. Payment to the Employee for waiver or reduction of health benefits will be prorated over the Employee's annual pay periods.
5. The request to waive health benefits will be ongoing unless discontinued by the Employee. Such discontinuance must be completed at the end of each benefit period or by June 30th, unless discontinued earlier for emergency situations.
6. Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the Business Office. Reinstatement of the affected benefits will occur on the first day of the month following the date of approval by the insurance carrier. The District shall not be responsible nor liable in any way for treatments or any Employee expenses

for health care related items at any time. Reinstatement shall occur only after approval by the District's insurance carrier in accordance with their rules and regulations then in effect.

7. An emergency is defined as an unforeseen change in an individual's life circumstances, such as a death, termination of other coverage, divorce or as defined by the Berks County School Health Insurance Consortium's Health Care Provider's plan.
8. In the event that this provision causes the health insurance coverage for other Employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible Employees shall be granted the health insurance benefits as provided in the Collective Bargaining Agreement.
9. In no event will this waiver policy be used to circumvent any rights an Employee or their dependent may have under any state and/or federal rules, regulations or law.

D. **Family Medical Plan.** The District shall provide all full-time twelve (12) month Employees with a reimbursement of up to up to \$500.00 for expenses incurred by the Employee, his/her spouse, and/or his/her children not covered by the existing health, dental, vision, and prescription plans. Payment will be made after proof of payment to the health provider is submitted to the District. Payment will be made no later than March of the following year or when verification of the submitted request is approved by the Superintendent and/or his/her designee. All full-time Employees working less than twelve (12) months shall receive up to \$500.00 pro-rated by the number of days worked divided by 260.

There will be only one payment per family for each year of the contract.

After all individuals have been reimbursed, any funds remaining (less than the maximum cap paid to individuals) will be placed in a pool and redistributed equally to those whose claims exceed the maximum reimbursement level within the contract.

This benefit ceases upon the retirement of the Employee. Excess funds will not be carried over year to year.

Pro-rated payment will be made to Employees serving less than the calendar year.

E. **Disability Insurance.** The Muhlenberg School District agrees to provide long-term disability insurance. The administrative group will select the plan.

F. **Vision Plan.** Employer shall provide Employees and dependents with Blue Cross Vision – (NVA – National Vision Administrators Plan) or equivalent coverage. Employer shall contribute \$85 per year per Employee toward the cost of the premium. In the event the cost of the premium exceeds \$85 in any year, the Employee must contribute the excess cost of the premium by way of payroll deduction. The Association shall furnish to Employer individual authorization cards for each Employee for the amount of the cost of the premium in excess of \$85 per year. If Employees are married to each other, there shall be only one vision policy for the family.

G. **Extended Sickness Benefits**

1. Coverage Clause

In any school term in which a Beneficiary Employee is prevented by illness or accidental injury from following his or her occupation for an Extended Continuous Period of Time, the Employer shall pay to said Employee for each day of absence the salary and benefits to which the Employee may be entitled as if said Employee were actually engaged in the performance of duty for a period as shown under the sub-title "Schedule."

2. Schedule

After a Beneficiary Employee has consumed his State-mandated sick leave entitlement, and after the first ten (10) days of disability for an Extended Continuous Period of Time, and prior to or in addition to sabbatical leave now provided by statute for Beneficiary Employee (24 P.S. 11 -1166), Employer shall pay Beneficiary Employee as provided in Coverage Clause for years

of service as a professional Employee in Muhlenberg School District benefits determined by the length of said service as follows:

- (a) During the first year of Muhlenberg Service, one and one-half (1 1/2) days of benefits shall accrue for each calendar month of Muhlenberg Service completed, e.g. Employee begins work on September 7, in first year of employment and becomes ill on November 8. Days entitled: two (2).
- (b) After one (1) full year of Muhlenberg Service and up to ten (10) years of Muhlenberg Service, entitlement: one and one-half (1 1/2) calendar months at full pay.
- (c) After ten (10) full years of Muhlenberg Service and up to fifteen (15) years of Muhlenberg Service, entitlement: one and one-half (1 1/2) calendar months at full pay and one and one-half (1 1/2) calendar months at one-half pay.
- (d) After fifteen (15) full years of Muhlenberg Service and up to twenty (20) years of Muhlenberg Service, entitlement: two and one-half (2 1/2) calendar months at full pay.
- (e) After twenty (20) full years of Muhlenberg Service and upwards of Muhlenberg Service, entitlement: two and one-half (2 1/2) calendar months at full pay and one and one-half (1 1/2) calendar months at one-half pay.

3. Definitions

Words and phrases used in the text of this benefit shall mean:

- (a) Beneficiary Employee. An Employee covered by this agreement.
- (b) Calendar Month. A time during a term beginning with the first day a Beneficiary Employee becomes entitled to this benefit and ending one day before the like date of the ensuing month, provided the date falls during the working term.
- (c) Disability. Sickness or accidental injury shall be of such nature as to wholly and continuously disable and prevent the Beneficiary Employee from performing any and every duty pertaining to his or her employment. Beneficiary Employee must be regularly attended by a legally qualified physician or surgeon.
- (d) An Extended Continuous Period of Time. Shall be construed to mean a continued and prolonged period consisting of at least eleven (11) successive school term days.
- (e) Term. The Definition of the word "term" shall be construed to mean during the working calendar for Employer of the particular Beneficiary Employee, said calendar being the calendar adopted by Employer for the current school year and including any amendments to said calendar made during the school year.

4. Exceptions and Reductions

No benefits shall be paid if:

- (a) the accidental injury is incurred while the Beneficiary Employee is engaged in remunerative work unrelated to school duties;
- (b) disability is caused by pregnancy;
- (c) disability is self-inflicted by Beneficiary Employee;
- (d) disability results from exercise of option on part of Beneficiary Employee, e.g. chronic illness not calling for emergency operation during term;
- (e) benefits are duplicated by law or other Employer benefits so that Beneficiary Employee's benefits would exceed his or her working pay;

- (f) disability does not occur and/or continue during Beneficiary Employee's term. Benefits shall be reduced by any payments made under Worker's Compensation.

5. **Physical Examinations**

In the event of disability for which Beneficiary Employee claims coverage under the benefit, the Beneficiary Employee shall furnish a certificate from a physician certifying to the illness or injury. The certificate shall state that the Beneficiary Employee was unable to perform his or her duties during the period of absence. Additionally, the Employer at its own expense shall have the right and opportunity to have a doctor examine the person of the Beneficiary Employee when and as often as it may reasonably require during the period of the benefit.

6. **Conformity with State Statute**

Any provision of this benefit which may be determined to be in conflict with state statute is hereby amended to conform to the requirements of such statute.

7. **Miscellaneous Provisions**

- (a) Entitlement is not cumulative.
- (b) Successive periods of a sickness, due to the same or related causes, shall be considered as one period of sickness unless separated by Beneficiary Employee's return to full-time employment for three (3) months or longer.
- (c) The benefit herein provided shall be reinstated for the full time to which Beneficiary Employee is entitled by Muhlenberg Service provided it involves a new sickness not related to the former sickness, does not constitute a recurrence of the same sickness, and/or involves a new and separate accident.

H. **Occupational Illness**

Employees who are injured while on duty and are entitled to Workers Compensation shall have the option of taking sick leave days which they have accumulated in addition to Workers Compensation.

I. **Section 125**

Employer will create a full service IRS 125(c) pre-tax dollar medical plan to allow Employees to set aside a portion of his/her salary to pay for any required co-pay premiums and such other items as permitted by Section 125 of the Internal Revenue Code.

IX **PROFESSIONAL DUES**

Dues for local, state, and national administrative associations will be paid by the Employer upon approval of the Superintendent of Schools/designee.

X. **PROFESSIONAL IMPROVEMENT**

Employees taking undergraduate or graduate courses may be reimbursed up to \$1,000.00 net tuition per course upon application to and approval of the Superintendent of Schools.

Net cost is interpreted to mean the cost to the applicant after subtracting GI payments, scholarships, fellowships, and other forms of reimbursement, etc. from the basic cost of the course being pursued.

Reimbursement will be made for "satisfactory completion of the course". Grades below B or P (in pass/fail courses) will not be eligible for reimbursement.

A transcript from the institution granting the college credit must be submitted to the Superintendent for approval of payment. A transcript, receipted bill, and a statement detailing grants, scholarships, etc. will serve as vouchers for reimbursement.

The Superintendent's decision regarding the approval or denial of the application for reimbursement shall be final.

Employee must agree, in writing, to remain in the employ of the Muhlenberg School District for at least two (2) full semesters following the completion of the course work for which tuition payment is being requested unless prevented from so doing by reason of illness or other extenuating circumstances approved by the Superintendent of Schools. Failure to comply with these provisions will require that the Employee repay to Muhlenberg School District all monies received for the tuition payment in question.

XI. **WAGES.** Wages for the years covered by this contract will be as follows:

Outstanding	3.0% plus one time bonus
Exceeds Expectations	3.0%
Meets Expectations (Satisfactory)	2.5%
Needs Improvement	1.5%
Unsatisfactory	0.0%

XII. **EFFECTIVE DATES:** The raises set forth in Paragraph "XI Wages," shall be effective beginning on 7/1/13 and shall continue for those raises to be effective through 6/30/16.

IN WITNESS THEREOF, the parties have caused this Contract to be duly executed the day and year first hereunto before written.

MUHLENBERG SCHOOL DISTRICT

MUHLENBERG ADMINISTRATORS' ASSOCIATION

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____