Collective Bargaining Agreement

Between

The Berwick Area School District

and

The Berwick Area Education Association

BAEA Proposed Wording
Agreed Upon

August 15, 2026-June 30, 2031

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PROFESSIONAL CONTRACT BETWEEN THE BERWICK AREA SCHOOL DISTRICT AND THE BERWICK AREA EDUCATION ASSOCIATION

I. Recognition

A. The Berwick Area Educational Association, hereinafter called "Bargaining Agent", is hereby recognized by the Berwick Area School District, hereinafter called "Employer", as the bargaining agent for the following classifications of full-time certified employees and regular part-time employees:

Dean of Students
Guidance Counselors
Dental Hygienist
Certified School Nurses
Librarians
Speech Therapist
Home and School Visitor
Classroom Teachers
Permanent Long-Term Substitutes
Occupational Therapists

This unit has been formed under Pennsylvania Law (Act 195) and recognized by the Pennsylvania Labor Relations Board Number PERA-R-177-C.

B. Part Time Professionals: Regular part-time employees shall be those members of the bargaining unit who work four (4) periods or more per day in the high school and/or middle school, 18.75 hours per week or more in the elementary schools. Those regular part-time employees shall receive full benefits, but their salary shall be prorated. Long term substitutes shall be defined as classroom teachers who substitute for sixty continuous days in the same position.

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

II. Term

The term of this agreement shall begin on August 15, 2026, and shall continue in force and effect until June 30, 2031, or until such later date as the two parties may hereinafter agree is to be the extended ending date. **Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their**

approval by affixing their signature thereto.

III. No Strike – Lock-Out Provision

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of the agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of this agreement.

IV. Grievance Procedure

It is in the interest of the general public, and in the interest of the school children, that both employer and employees serve, that grievances be reconciled and disposed of as expeditiously as is possible.

A. DEFINITIONS

1. **Grievance**: A "grievance" shall mean a claim by a member of the bargaining unit or a group of the same, that there has been a misinterpretation of the provisions of this bargaining agreement.

2. **Days**: The term "days" when used in this article shall, except where otherwise indicated, mean working school days. Thus, weekend or vacation days are excluded. Weekend or vacation days may be included only in the event a grievance is filed at such time that it cannot be processed through all steps of the grievance procedure by the end of the school year. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. All time limits may be extended by mutual agreement in writing.

B. GENERAL PROCEDURES

1. **Unobstructed use**: It shall be the firm policy of the Board to assure to every member of the unit the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner as to his professional or employment status.

2. **Specified time limits**: A grievance, in order to be considered, must be filed in writing within seven (7) school days of the date of the alleged occurrence. The failure of a member of the bargaining unit to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator at any step to communicate his decision to the member of the bargaining unit within the specified time limits shall permit the employee to

proceed to the next step. All time limits may be extended by mutual agreement in writing.

3. **Grievance Meetings**: The aggrieved member of the bargaining unit shall be personally present at all steps in the following procedure and may be represented at all stages of the grievance procedure, at his option, by a representative selected or approved by the Association. If the employee is represented by the Association, a copy of all grievances and decisions shall be furnished to the Association.

4. **Limitations**: Nothing contained in this article shall be considered as a limitation on the right of the member of the bargaining unit to present grievances verbally to their principal or immediate superior and have such grievances adjusted, providing that the adjustment of such grievances is not inconsistent with the terms of this agreement.

5. **Mediator**: A mediator may be requested by either party at any time during this process.

6. **Forms**: All necessary forms for filing grievances shall be provided by the Board.

C. PROCEDURES

1. STEP ONE

    a. Presentation (written)

Any member of the bargaining unit or group of employees may present his/their grievance to his/their immediate superior. Such grievances must be in writing within seven (7) days of the alleged occurrence and must state specifically; (1) that the grievance procedure is being invoked; (2) the nature of the grievance; and (3) the specific item of the contract on which the grievance is based.

    b. Superior's Decision

Within five (5) days of the receipt of the grievance, the immediate superior shall inform the member of the bargaining unit in writing of his decision and shall provide a decision with a brief statement in writing of the reason.

2. STEP TWO

    a. Adverse Decision Appeal

The aggrieved member of the unit may, within five (5) days of his receipt of the principal's or immediate supervisor's decision or lack of decision, file an appeal to the Superintendent. The appeal shall be in writing and shall set forth specifically the grievance asserted and its disposition as Step One. If a representative is to appear, this shall be designated in the written appeal or initial complaint.

    b. Hearing

Within five (5) days of receipt of said appeal, the Superintendent or his designated representative shall conduct a hearing.

    c. Hearing Participants

The immediate supervisor of the member of the bargaining unit who rendered or failed to render a decision in Step One shall be given notice and the opportunity to be present and participate in the hearing.

d. Decision

Within five (5) days of the hearing, the Superintendent shall inform the member of the bargaining unit of his decision and shall provide the same with a brief statement in writing of the reason for the decision.

3. STEP THREE

a. Board Hearing Request

The aggrieved member of the bargaining unit may within five (5) days of notification or lack of notification of the disposition of his grievance under Step Two, request a hearing by the Board at the next scheduled meeting, but no later than fifteen (15) days from the date of said request.

b. Participants

The requirements with respect to notice of the immediate supervisor are to be the same as set forth in Step Two, except with like notice and opportunity to participate shall be given to the Superintendent.

c. Board Decision

Within ten (10) days of the hearing, the Board shall inform the member of the bargaining unit of their decision and shall provide the decision including a written statement of the reason for the decision.

d. Board Committee

The Board may direct the hearing to be held before a committee of the Board consisting of at least three (3) members.

4. STEP FOUR ARBITRATION

The Association may, within twenty (20) days of receipt of notification or lack of notification of the disposition of the grievance under Step Three, request, in writing to the Board, arbitration of the grievance in accordance with Section 903 of Act 195.

The arbitrator shall render his decision based upon the provisions of this agreement, provided that the arbitrator shall be without jurisdiction to render an award contrary to law, or to add to, modify, vary, change or remove any term of this agreement.

V. Job Security and Job Progression

A. The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of employees. The parties hereby agree that such provisions of the School Code represent their complete agreement and that said provisions shall govern the manner in which the job security, job progression,

and reduction in force practices shall be affected with respect to members of the bargaining unit.

B. **Special Teachers**: The Berwick Area School District will continue to assign specialists in the fields of art, music, and physical education.

VI. School Year

A. **Number of School Days**: The parties agree that the normal school year for members of the bargaining unit shall be not more than one hundred eighty-five (185) days. These days shall consist of five (5) days of in-service and not more than one hundred eighty (180) pupil days.

B. **School Day Length**: The normal school day shall be a continuous 7.5 hours, including a thirty-minute duty- free lunch period.

C. **Preparation Time**: The Berwick Area School District will provide self-directed instructional-related preparational time for the professional staff. At no time will this allotted preparation time be used for staff development, classroom/in school suspension coverage without the consent of the professional teacher.

Professional staff will be provided with one planning period per day, at least equal to the length of the scheduled daily class periods. This will be scheduled by the administrator in charge. The district agrees to make every reasonable effort to obtain substitute teachers needed for teacher absences.

D. **Unfilled Absences:** Bargaining unit members who agree to cover classes during their prep times will receive pay at the rate of $30.00 per class period covered. The pay rate of $30.00 per class period covered will not apply when classes are combined or split between a grade-level team. In situations where unfilled classes are combined or split, the $30.00 pay rate will be equally divided between the bargaining unit members who assume responsibility for the additional students within their classrooms.

E. **Open House; Early Release-** All employees are required to attend the Open House for the full duration, from the scheduled start time through the scheduled end time. The Open House shall occur at a mutually agreed upon time and a date not prior to one week before the first in-service day of the school year. The Building Administration, in collaboration with the Association President, shall mutually determine the date and time for each building's Open House and shall make reasonable efforts to coordinate scheduling so as to avoid overlapping dates and times whenever practicable. The open house shall not exceed two hours in duration. Employees who attend an open house may leave early on a student half-day. The scheduled student-half day shall be on the last workday prior to either Christmas/Winter Break or Easter/Spring Break.

VII. Wages and Salary Provision

A. Salary Schedule: The parties agree that wages and salaries to be affected by this agreement are accurately reflected in Appendix A. The 'Top-of-Scale' or 'Longevity' compensation for employees who have completed a full year of employment on step 20 will receive a "Top of the Scale" or Longevity compensation divided equally among each of the employee's regular pay periods and will be PSERS retirement covered compensation (RCC).

"Top-of-Scale" or "Longevity" will be defined as an employee who has completed a full year on step 20.

B. Extra Instruction: Compensation for classroom instruction beyond the school day/year as provided herein shall be $29.00 per hour and $28.00 per hour for non-classroom instruction or supervised activities.

C. Stipend Positions: All current CBA stipend positions outside of the current scale schedule must be advertised annually as a general announcement, on the staff portal homepage, and via school email prior to filling the position.

Department Heads/Team Leaders will be compensated at the following rates:

School Level	Department Head	Rate
High School/Middle School	English	$2,900.00
High School/Middle School	Science	$2,900.00
High School/Middle School	Math	$2,900.00
High School/Middle School	Social Studies	$2,900.00
High School/Middle School	World Languages	$2,900.00
High School/Middle School	Related Arts	$2,900.00
High School/Middle School	Business	$2,900.00
High School/Middle School/Elementary	Special Education	$2,900.00
Middle School	5th Grade	$2,000.00
Middle School	6th Grade	$2,000.00
Middle School	7th Grade	$2,000.00
Middle School	8th Grade	$2,000.00
Elementary per Building	Grades K-2	$2,000.00
Elementary per Building	Grades 3-4	$2,000.00
District Wide	Head Nurse	$2,900.00

F. Stipend for Exceptional Students Instruction: Teachers working full time with classes of exceptional children designated as such and approved by the Department of Education and holding a college certificate valid in the area of assignment shall receive an additional $225.00 per year over and above his/her professional salary as determined above.

G. Induction Program: Mentor teachers will be compensated $800.00 for their participation in the Induction Program. If the Induction Program is not required by the Pennsylvania Department of Education, then the Board may discontinue this

provision.

H. **Salary Scale Movement**: Each member of the bargaining unit holding a bachelor's degree and teaching certificate, upon evidence of approved credits hereafter earned and beyond the bachelor degree, shall receive an increase in his/her salary according to the schedule provided in Appendix A at the beginning of the next school term.

I. **Process of Reimbursement**: The member of the bargaining unit must submit an official transcript and a letter of request to the employer for consideration of the increase reflected in the above schedule of additional credits. If the member of the bargaining unit submits evidence of credits completed prior to the beginning of the new school term, the member of the bargaining unit shall receive the increase provided for at the beginning of the school term.

J. **Other Duties**: Members of the bargaining unit agree they shall provide bus duty; and in buildings where there are no bus students, early and late pupil attendance duty shall be provided within the confines of the normal school day. This duty will be assigned on an equitable basis per individual building without compensation. Procedure to be developed between middle school admin and teacher reps prior to the start of the school year.

The combined time required for all other normal duties necessary for the operation of the school district and not a part of the scheduled school day, including but not limited to faculty meetings, department meetings and similar services, shall not exceed a total of twelve (12) hours maximum per school term and two (2) meetings per month. No meeting shall exceed one (1) hour in length of time. This time shall not be cumulative. Meetings shall be held immediately before or immediately after school at the discretion of the building principal or superintendent.

No compensation shall be paid for these other normal duties necessary for the operation of the school district including the faculty meetings, department meetings and similar services stated above. The above time is exclusive of travel time. Any additional time under this paragraph shall be compensated at the non-instructional rate as hereinafter provided.

VIII. Graduate Study Reimbursement

The Graduate Study Reimbursement shall be offered by the Board of Education for a total of twenty-four (24) graduate credits to:

- New hires, who have not attained the 24 credits needed to receive their Instructional 2 certification, are eligible for reimbursement. No graduate credits taken beyond those 24 will be reimbursed by the district.

Other provisions:

- The maximum number of credits for which reimbursement shall be made shall be twelve (12) credits per contract year during the term of the contract.
- No refund will be made for costs of textbooks, lecture notes, registration, library, or laboratory fees or other miscellaneous fees; nor will refund be made for credits received through scholarship, fellowship, educational assistance, or other grants.

A. **Reimbursement Levels**: Members can be expected to be reimbursed at the following rates:
   - 100% reimbursement for attaining a grade of B/3.0 or better in the course.

B. **Expectation of Service**: Each person participating in the plan must certify that it is his/her intention to continue as an employee of the Berwick Area School District. Should the member voluntarily terminate their employment, repayment is expected as follows:

- Voluntary termination two (2) years from being reimbursed for coursework will be repaid at 100% of cost.
- Voluntary termination three (3) years from being reimbursed for coursework will be repaid at 75% of cost.
- Voluntary termination four (4) years from being reimbursed for coursework will be repaid at 50% of cost.

C. **Course Relevance and Institution Accreditation**: Course(s) must be provided by an accredited educational institution and must be related to the member of the bargaining unit's present or possible future work with the school district.

D. **Approval Prior to Course Application**: Prior approval must be obtained in writing from the superintendent for courses in all areas of education.

E. **Rate of Graduate Study Reimbursement**: Upon satisfactory completion of courses, professional employees will be refunded at the rate per graduate credit at Commonwealth University which prevailed at the time of the first meeting of the class.

F. **Applying for Reimbursement**: After members have satisfactorily completed the course(s), members must submit official transcripts and receipts to the Business Office for reimbursement.

IX. National Board Certification

In an effort to promote and support our professionals achieving National Board Certification (NBC), the parties agree as follows:

A. Those professionals enrolled in an NBC Program will receive reimbursement for up to six (6) graduate credits at the current contractual rate. These credits will be in addition to the credits specified in the contract and will not count against the limit already specified in the current contract.

B. Upon completion of NBC, the professional will move to the doctoral column and will continue to advance in that column as long as the NBC is maintained and kept current.

C. If all work for the NBC is completed prior to a school year and the actual certification is granted after the school year has commenced, the professional will be placed on the doctoral column retroactively for that year once the certification is granted. All paperwork must be received in the Business Office as would be expected with any graduate credit work.

D. If the fees and costs associated with the NBC application, processing, testing and renewal are **not** covered by state or federal grants, the district will reimburse the professional up to a maximum of $4,500. Any other costs incurred are the responsibility of the professional. Employees who leave the district for employment in another district shall be responsible for refunding district costs associated with the application, processing, testing and renewal.

E. If for any reason the professional withdraws before completion of the NBC Program, they will reimburse the district for the cost of the application, processing, and testing fees. Such reimbursement will take place through automatic payroll deduction. Should the employee resign their position within the district before the reimbursement is fully paid, the employee will refund the district through a personal check, money order or cashier's check. Should the employee resign their position within two years of receiving the National Board Certification, the employee will refund all district contributions through payroll deduction or if there are no amounts owed to the employee, the employee will provide the district with a personal check within 30 days of the resignation announcement.

F. Should the NBC of the professional lapse, that individual will revert to the correct step and column placement on the current salary schedule that they would have otherwise attained. The number of employees enrolled in the NBC Program will be capped at 5 per year for the duration of the contract. In the event that more than 5 teachers are involved in the program, the district will recognize new applicants on a first-come first-serve basis.

X. Insurance Benefits

A. **Flat Rate Contribution:** The District has established a starting Monthly Flat Rate contribution per tier:

District Monthly Flat Rates *Base Year was calculated from 2025-26*

Plan	Single	EE + Spouse	EE + Child	EE + Children	Family
CBC PPO $250	946.23	2084.38	1325.98	1800.18	2652.77
CBC PPO $500	947.03	2085.18	1326.78	1800.18	2652.77
GEISINGER HMO $250	910.40	2001.80	1274.20	1728.80	2547.40
GEISINGER HMO $500	896.40	1970.60	1254.20	1701.80	2507.40

B Monthly Flat Rate per Tier: During the term of this agreement, the Berwick Area School District will incur the monthly flat amount plus **80%** of the increase for any medical care plans for each year of this agreement. Health care plans are offered by

Central Susquehanna Region School Employees' Health and Welfare Trust. Members are free to choose their health plan that best fits their needs and that of their dependents.

C. Employee Premium Share: Premium shares will be expected of the employee should the plan chosen by the member be above the amounts provided each year of the contract. Premium share payments will not apply to retirees or employees opting out of coverage. The school district shall use pre-tax payroll deduction available through IRS Section 125 for employee premium share amounts. Should the member decide not to use pre-tax payroll deductions, they shall notify the Business Office in writing.

D. Spousal Exclusion: All non-tenured new hires will receive health benefits, excluding spousal coverage. The non-tenured employees will have the option to purchase spousal coverage at the cost of $25.00 per month. Upon attaining tenure, spousal coverage will be included.

E. Dental Insurance: During the term of this contract, the Berwick Area School District will purchase family coverage dental insurance.

F. Vision Insurance: During the term of this contract, the Berwick Area School District will purchase family coverage vision insurance.

G. Group Term Life Insurance: The Berwick Area School District will provide group term life insurance in the amount of $40,000 per year per member. Said insurance is to contain accidental death and dismemberment rider.

H. Monetary Incentive: A monetary incentive is available if any employee is eligible for enrollment in any health benefit coverage offered by the Berwick Area School District and is willing to waive that coverage. The employee must be covered or eligible for coverage from another health plan (such as other health coverage offered by your spouse's employer). If the employee receives, or is eligible for family health care elsewhere or is a spouse of another district professional, and chooses to waive participation in the Berwick Area School District's medical health care plan, the Berwick Area School District will pay bi-annually according to the following tiers:

- $2,500.00 per calendar year for health care (1-45 employees).
- $5,000.00 per calendar year for health care (46-60 employees).
- $7500.00 per calendar year for health care (61 or more employees).
- Employees not working the entire one hundred eighty-five days will have this amount prorated.
- The tier will be determined based on open enrollment numbers received in November for the effective date in January of the following year.
- New employees' incentives will be prorated for the existing year's tier.
- The incentives will be as follows for any employee waiving the Dental or Vision coverage offered by the district:
    - Dental $300.00 per calendar year paid bi-annually.
    - Vision $50.00 per calendar year paid bi-annually.

This program is entirely voluntary. The district reserves the right to increase the monetary incentive at any time during the contract. Professional staff may be queried before any increase is given.

I. **Flex Spending Availability**: The district has adopted an IRS Section 125 Plan which includes a Flexible Spending Program (FSA) providing an opportunity for pre-tax payroll deduction for Medical Expenditures and Dependent Care Expenses. The Medical minimum shall be $120.00; Medical Maximum and the Dependent Care Maximum shall be the maximum permitted by IRS regulations.

XI. Leaves of Absence

A. Personal Leave: Members of the bargaining unit shall be given personal leave days with the following qualifications:

1. Each member of the bargaining unit will receive (4) personal days per school year

2. Members may accumulate a maximum of five (5) personal days. In addition to their accumulated number of personal days, each member will continue to receive their allotted days as specified in (a). At the end of each school year, the number of personal days beyond the accumulated maximum (five [5] days) will convert to sick leave.

3. The maximum number of accumulated sick days is 150. Employees whose annual accumulation would result in greater than 150 sick days will be paid out annually for the excess days by October 15th of each year.

4. Not more than ten (10%) percent of the members of the bargaining unit in any one (1) building shall be entitled to take this leave at any one time.

5. The personal leave days shall be unrestricted with the following exception: Personal leave days shall not be used the day before or first day following any scheduled vacation or holiday unless approved by the superintendent.

B. Military Leave:

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist in the armed forces of the United States of America in accordance with the Public School Code and shall be entitled to all rights and privileges as provided in said Code.

C. Leave for Death in Family:

1. **Death of a Significant Other or Child**: Whenever a member of the bargaining unit shall be absent from duty because of the death of the employee's significant other or child, there shall be no deduction in salary of said employee for an absence not in excess of ten (10) days. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.

2. **Death of an Immediate Relative**: Whenever a member of the bargaining unit shall be absent from duty because of the death of an immediate relative, there shall be no deduction in salary of said employee for an absence not in excess of five (5) days. The Board of School Directors may extend the period of absence

with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, parent-in-law brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

3. **Death of a Near Relative**: Whenever a member of the bargaining unit is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as a first cousin, aunt, uncle, niece, or nephew.

D. Childbearing and Child-Rearing Leaves:

1. **Eligibility**: All full-time employees who become pregnant shall be eligible for child-bearing leave for a reasonable period of time. Any full-time employee who becomes a natural parent of a new-born infant or who legally adopts an infant or pre-school age child shall be eligible for a child-rearing leave for a reasonable period of time.

2. **Period of Leave**: The date of beginning and of a termination of childbearing and child-rearing leaves shall be at the election of the employee. Generally, such leaves shall not exceed one (1) year, unless by special permission of the School Board after consideration of the circumstances. The employee shall provide the Superintendent with as much notice of the beginning and ending of such leave as can reasonably be expected so that there is a minimum of detriment to the education of children and a consideration of fairness to substitute employees and the administrators.

3. **Benefits While on Leave**: No salary or fringe benefits shall be paid said employee, but seniority and pension rights shall accrue during the period of leave according to existing law and the provisions of this agreement. While on child-bearing leave as herein defined, the employee is entitled to sick leave for disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, according to guidelines by the Equal Employment Opportunity Commission, Part 1604.10, issued under the Civil Rights Act of 1964.

4. **Return from Childbearing or Child-Rearing Leave**: Upon application by the employee on such leave to return to employment following such reasonable childbearing or child-rearing leave, the school shall offer the employee the job held before going on leave or a substantially equivalent position. To the extent applicable, this regulation shall be administered in a reasonably consistent way with other leaves of absence as provided under the laws of the State of Pennsylvania.

5. **Miscellaneous**: The School Board may require that requests for sick leave while on child-bearing leave and for return to employment from such leave be supported by a physician's statement.

Any employee granted childbearing or child-rearing leave for part of a school year shall be given credit for one (1) full year of service only if at least 50% of credited service is

completed during that school year.

E. Sabbatical Leave:

The member of the bargaining unit who has completed at least ten (10) years of service in the public school system of the Commonwealth of Pennsylvania as a professional employee shall be entitled to a leave of absence for restoration of health or study, or at the discretion of the employer for other purposes. At least five (5) consecutive years of such service shall have been in the Berwick Area School District. Thereafter, one (1) leave of absence shall be allowed for each seven (7) years of service.

1. The member of the bargaining unit on leave of absence shall receive one-half (.5) of his/her regular salary during the period he/she is on sabbatical leave. Fringe benefits will continue to be provided by the district.

2. No such leave of absence shall be considered a termination or breach of the contract of employment, and the person on leave of absence shall be returned to the same position in the same school or schools as he/she occupied prior thereto or to a comparable position.

3. The employee must return to his/her position for a period of one (1) year or forfeit all monies paid during such leave, unless prevented by illness or physical disability as set forth in the School Code.

4. Applications for leaves of absence shall be given preference according to the years of service since the previous sabbatical leave of the applicant, and in accordance with the Public School Code. A maximum of ten (10%) percent of the number of persons eligible for leave of absence regularly employed in the District shall be granted during any school year.

F. Leave for Quarantine: In case of quarantine of a member of the immediate family, no deduction shall be made from the employee's salary for a period not to exceed five (5) days in one (1) school term, provided said absence due to quarantine shall be supported by a certificate from the Board of Health that such quarantine was mandatory. A request for an extension of this time, up to thirty (30) days, with the appropriate documentation, may be approved by the Superintendent.

G. Leave for Court Purposes: Members of the bargaining unit of the school district, when subpoenaed as a witness in Court, or a victim of crime, shall not suffer a deduction from their salaries. The above shall also apply to those employees serving as jurors. Any employee who uses this leave for such Court appearances as a witness in litigation against the school district or as a part of Association Committee in Court to resist an injunction shall be subject to loss of the per diem pay rate of the said individual.

H. Leave for Family Illness: In case of absence due to illness in the immediate family in excess of authorized leave, it will be necessary to deduct substitute wages from the salary. The granting of such leave is at the discretion of the Superintendent or in his absence, the principal or supervisor in charge.

I. Discretionary Leave: In the case of employees whose wives have been admitted to the hospital for maternity care, time off during the school day is left to the discretion

of the Superintendent or in his absence the principal, or in his absence, the supervisor in charge.

J. **Leave to Receive Degree: A** teacher will be granted one (1) full day's absence without loss of pay to receive a college degree, providing he or she attends the ceremony.

K. **Leave for Surgery:** In the event a member of the immediate family or significant other of a teacher must undergo an operation; full pay shall be permitted for one (1) day only during each year of the term of this contract.

XII. Additional Leaves of Absence

The employer reserves the right to grant additional leaves of absence in its sole discretion as provided under the Public School Code.

A. **Activity Transportation:** Activity transportation for students shall be by school vehicle only. In the event a school vehicle is not available, and after the advance approval of each parent and the principal or immediate supervisor of the school, a teacher may voluntarily drive students to approved activities which take place away from the school building. Compensation for use of privately owned vehicles by any teacher for transportation to approved activities shall be at the existing IRS rate per mile upon request of the teacher. In all cases, a school car should be used where available, and in such cases, no reimbursement shall be paid. The employer further agrees to provide liability insurance in amounts of Three Hundred Thousand (300,000.00) Dollars for the employee's protection in the operation of any vehicle under this activity.

B. **Teacher Intra district Travel:** Teachers required on an assigned schedule in the course of their workday to drive personal automobiles from one school building to another school building, shall receive a personal car allowance of the existing IRS rate per mile. Reimbursement will be made after a proper Authorized Travel Report has been completed with proper documentation and approved with all other invoices at the board level. In all cases, for professional employees traveling frequently between buildings, travel reports should be done on a quarterly basis. A school car should be used where available, and in such cases, no reimbursement shall be paid. Travel must be between buildings.

C. **Professional Conferences and Workshops:** The school district shall pay for registration, reasonable meals, reasonable accommodations and the existing IRS rate per mile. Application for approval for conferences or workshops must be submitted to the Superintendent a minimum of six (6) working days before the next regularly scheduled board meeting so that Board approval can be obtained in a regular Board meeting prior to the conference. Disapprovals are not subject to the grievance procedure.

XIII. Miscellaneous:

A. **Personnel File Review**: Any member of the bargaining unit shall have the right, upon request, to review the contents of his/her district personnel file except for

letters of reference which shall be removed by the custodian of such file in the presence of the teacher. Such files may not be removed from the Administrative Office. Requests shall be by appointment with the Business Office in advance.

B. Teaching Vacancies: All members of the bargaining unit shall be notified of teaching vacancies as they occur within the Berwick Area School District. Such notification shall be made by a district wide e-mail.

C. Schedule Changes: Each teacher shall be notified of his/her tentative schedule for the following year by June 1st or 7 school days prior to the last day of school, whichever is earlier. In the event of any change in the schedule of any teacher, he/she shall be notified as soon as possible of such change.

D. Evaluation Tool Coordination: Teachers shall have input into the formation of any evaluation system in accordance with the Pennsylvania School Code.

E. Right to Representation: All professional employees shall have the right to have Association representation of their choice present when questioned. reprimanded, and/or disciplined for any reason. Any delay of progress to the process for which the employee is choosing such representation shall not exceed 24 hours from the time of notification. All such questioning, reprimands and/or disciplinary action shall be done in private, away from students or other members of the general public.

F. Removal of Disruptive Students: A moderated discussion/training between building administrators and teacher representatives from each building will be held to identify legal barriers for discipline, and to collaboratively create a strategic communication plan around behavior and discipline issues. This discussion will be moderated by the Superintendent and head of Special Education. The parties acknowledge the importance of maintaining orderly learning environments and will utilize the following guidance in developing administrative procedures and practices:

"After consulting with the principal or administrator in charge, a teacher may exclude a student after being given permission by the principal or administrator in charge to do so from the classroom a student whose behavior disrupts the instructional program to the detriment of the other students and refer said students to the principal or administrator in charge. In such a case, the principal or administrator in charge shall arrange with the teacher and himself/herself as well as any other person(s) the principal or administrator in charge may deem appropriate, a conference to decide upon appropriate steps. This conference shall be held as soon as possible after said disruption. The principal or administrator in charge shall be responsible for any student excluded from the classroom. Nothing herein shall remove the prudent, primary responsibility for discipline of students by the classroom teacher."

G. Sick Leave Bank: The Association shall establish a sick leave bank to which employees may contribute days of credited sick leave. The sick leave bank shall be administered by the Association which shall establish rules and regulations governing the same. A list of contributions and a copy of the established rules and regulations shall be given to the employer. The employer agrees to honor withdrawals from the bank upon proper certification by the Association. The following provision shall be included in the rules and regulations governing the sick leave bank:

"In the event of a person-to-person donation of sick leave days, any donated days remaining at the time of the recipient employee's retirement shall not be eligible for payout

or retirement incentive compensation and shall instead be returned to the Sick Leave Bank."

XIV. Retirement Benefit

Definition of Eligibility-

Any professional employee: who has served the Berwick Area School District with at least 15 years of full-time service, and is at least 55 years old, and notifies the Superintendent of his/her election to retire before February 1st of the current school year as stated in this contract. Said employee can set a retirement date up to and including December 31st of the following school year.

Benefits received:

1. **Payment for Unused Sick and or Personal Days**: The district shall reimburse the member for all unused Sick and or Personal Days at a rate of $100/day into the member's 403(b) or 457 tax sheltered annuity account. Funds will be transferred by July 15th of the year retiring unless the retiree has not established appropriate accounts before this time.

2. **Early Retirement Incentive**:
   The district shall provide the retiree:

   - a non-elective contribution valued similarly to the Single Rate monthly medical premium paid by the district in place at the time of retirement until the retiree becomes Medicare Eligible at age 65. Values are defined for the years listed and to be no less than:

     2025-2026 and 2026-2027-$736/month
     2027-2028 and 2028-2029-$751/month
     2029-2030 and 2030-2031-$766/month
     2031-2032 and 2032-2033-$781/month
     2033-2034 and 2034-2035-$796/month
     2035-2036 and 2036-2037- $811/month

   - IRS language states that district contributions can be provided to the retiree for a maximum of five years; therefore, retirees who are eligible for than five years of benefits will have a condensed schedule of annual payments as follows:

Payout Schedule
The following is an example showing how retirees receive their payout for a period of time up to five years

Number of Years Retiree is Eligible for	Employer Contribution	Months Paid in Annual Payment	Total # of Years Retiree will receive District

Incentive			Contribution
10 full years	Annual District Contribution	24 months will be paid in 1st, 2nd, 3rd, 4th and 5th annual payments	5 years
9 full years	Annual District Contribution	24 months will be paid in 1st, 2nd, 3rd, and 4th annual payments, 5th payment will include 12 months only	5 years
8 full years	Annual District Contribution	24 months will be paid in 1st, 2nd, 3rd and 4th annual payments	4 years
7 full years	Annual District Contribution	24 months will be paid in 1st, 2nd, 3rd annual payments, 4th annual payment will include 12 months only	4 years
6 full years	Annual District Contribution	24 months will be paid in 1st, 2nd and 3rd annual payments	3 years
5 full years	Annual District Contribution	24 months will be paid in 1st and 2nd annual payments, 3rd annual payment will include 12 months only	3 years
Any amount under 5 years	Annual District Contribution	12 months per year	Varies

Transfer of Funds: If the effective date of retirement is on or before June 30th of the same school year as the retirement notice given to the District, then contributions into HRA's and tax-sheltered annuities will be made by the District no later than July 15th of the same school and calendar year.

If the effective date of the elected retirement given by the February 1st deadline is after June 30th of that calendar year but on or before December 31st of the same calendar year, then contributions into HRA's and tax-sheltered annuities will be made by the District no later than January 30th of the next calendar year. The employee must establish a 403(b) or 457 account prior to separation of service and shall maintain the account until all non-elective employer contributions have been made.

Regardless of the day of the month in which a teacher retires, the payments are calculated beginning the following month of retirement and will not be prorated. The calculations will be based beginning the following month after retirement and are calculated based on the number of months until the retiree reaches age 65.

3. **Transferability:** Funds yet to be received are not transferable to family members in the event of death of the retiree.

XV. Association Rights and Privileges

A. Association Meetings: The Association may have the right to use the school buildings for meetings at times other than the regular school day providing such

meetings do not conflict with other approved school activities. Requests for the use of the building shall be arranged with the building principal in advance.

B. Bulletin Boards: One (1) bulletin board per faculty room in each building shall be allotted to the Association; if there is no faculty room as such, the building or building complex principal shall designate a similar place which is not frequented by students. The administration reserves the joint right to use said bulletin board for notices and information pertaining to the faculty.

C. Communications: The Association may use the teachers' mailboxes for communications to teachers, including the inter-school mailbox facilities and the district email services.

1. Employer agrees to furnish to the Association in response to reasonable requests available information of a public nature.

2. Subject to three (3) days' notice to the Superintendent, the president of the Association or his/her designee may be granted leave to attend official Association meetings for a period not to exceed a total of eight (8) school days per year.

3. The professional members of the Association shall have the right to reasonable use of the school duplicating equipment when the same is not otherwise being used. Any such use must first be scheduled as to time of use by the person desiring to use the same with personnel of the school business office. No teacher instruction time shall be used in preparation of materials. School duplicating equipment shall not be used for political purposes other than internal Association elections.

4. The Association shall be given time to meet during the first or second in service day of the school year.

5. The Association shall be given an opportunity at the conclusion of building faculty meetings to present brief announcements.

6. All expenses of the Berwick Area Education Association shall be borne by the Association.

7. A representative of the NEA or PSEA shall have the right to consult with the President or the Vice President of the Association or a designated representative of the Association in each building during the school day when said President, Vice President or building representative is not scheduled for pupil instruction or a scheduled school program where such individual shall be required to be present.

XVI. Waivers

The parties agree that all negotiable items have been discussed during the negotiations leading to the agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement. Nothing, however, shall be construed to prevent bargaining on any negotiable matter to be included in the agreement for the term following the expiration of this agreement.

XVII. Maintenance of Membership

The employer agrees that all employees who are presently members of the Berwick Area Education Association shall be subject to the "maintenance of membership" provisions as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

XVIII. Payroll Deduction

The employer, upon receipt of signed authorization by the employee, will deduct Association dues authorized by the employee and remit said dues deducted to the Berwick Area Education Association for their disposition.

XIX. 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.

XX. Management Rights

The Association recognizes the paramount responsibility of the Board of School Directors for the operation of the Berwick Area School District in accordance with the Public School Code. The Berwick Area Education Association further recognizes the responsibility of the Superintendent and his/her administrative staff to carry out school policy as established by the Board. In addition, recognized channels of direct communication between the administration and the professional staff, outside the negotiation procedures, still do exist and should be adequate for most issues.

XXI. Notice

Whenever any notice is required to be given by either of the parties to this agreement to the other party, pursuant to the provision(s) of this agreement, either party shall do so by telegram or certified mail or personal service at the following addresses:

(a) Association to Board

If by Association, to Board at Berwick Area School District
500 Line Street
Berwick, Pennsylvania

(b) Board to Association

If by Board, to Association to President, B. A. E. A.,
1100 Evergreen Drive
Berwick, Pennsylvania

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals the _____ day of _____, 2026, intending to be legally bound thereby, and acknowledging that the individuals who have signed on behalf of the parties hereto have been duly authorized by their respective principal organization to do so and to be bound by the terms of said agreement.

BERWICK AREA EDUCATION ASSOCIATION **BERWICK AREA SCHOOL DISTRICT**

BY: _____ _____ BY: _____ _____
President Date President Date

ATTEST: ATTEST:

_____ _____ _____ _____
Secretary Date Secretary Date