

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

EFFECTIVE JULY 1, 2023
THROUGH JUNE 30, 2027

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022, 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, 2023- June 30, 2027.

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 workday. If conferences are scheduled-beyond the employee's regularly scheduled workday, 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, 2023 and each subsequent year of the Agreement, are set forth in Exhibits A-1 and A-2, attached hereto. Employees will receive a step movement in all four years of the contract consistent with the attached salary schedules. 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. 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.

7.3. 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:

7.3.1. Within first 45 pupil days of a term - full credit for one year;

7.3.2. From 46 to 135 pupil days - one-half credit;

7.3.3. From 136 pupil days to end of term - no credit.

7.4. 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:

	2023-2027
Clerical (per hour)	\$12.76
All Professional Duties (per hour)	\$37.00
Teaching Duties (i.e. Additional Class/Voluntary overload	Per diem hourly

7.4.1. School Psychologists Summer Employment. The following shall apply to school psychologists who are employed during the summer:

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

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

7.4.1.3 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.

7.4.1.4 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.

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

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

7.4.1.7 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 coverages 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 fourteen percent (14%) of the annual premium cost of the annual (July 1-June 30) health care insurance during the 2023-2024, 2024-2025, and 2025-2026 school years and fifteen percent (15%) of the annual premium costs of the annual (July 1- June 30) healthcare insurance during the 2026-2027 school year.

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, they 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 LEAVE BENEFIT

17.1. The Sick Bank will sunset at the conclusion of the 2022-2023 school year. All remaining days in the Sick Bank at the end of the 2022-2023 school year will be evenly divided among the next 4 years of this contract in an Extended Leave Benefit. The District will match the number of days for each year of the contract. Any unused days from the previous year will roll to the next year. Once the days are depleted each year, there may be specific donations made by members to individuals in need at the request of the Association. All unused days at the end of the contract will sunset at the conclusion of the 2026-2027 school year.

17.2. Members must use all sick and personal days prior to using days from the Extended Leave Benefit. In order to use days from the Extended Leave Benefit, Members must provide medical documentation to support the leave.

17.3. A Member who uses the Extended Leave Benefit must return to the District for one (1) year after using the benefit. In the event the Member leaves the District prior to one (1) year after using the benefit, the Member will be required to reimburse the District for the monies paid during the Extended Leave Benefit.

17.4. Employees from the time of hire to 4 years of service will be eligible for 30 leave days, after the depletion of all individual sick and personal days. Employees with 5 to 9 years of service will be eligible for 45 days, after the depletion of all individual sick and personal days.

Employees with 10+ years of service will be eligible for 60 days, after the depletion of all individual sick and personal days.

17.5. In the event a Member has used the maximum number of Extended Leave days, the Member must wait 365 days before they are eligible to access the Extended Leave Benefit again. * Please refer to Board Policy 335 Family and Medical Leaves for additional information.

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 out-of-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 regular¹, 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:

¹ 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.

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 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 Bachelor's +24 credits (B+24) 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. Tuition reimbursement for professional employees at B-B+24 (level 2 requirement) is unlimited.

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. Tuition reimbursement under this provision is subject to the limits established in Section 24.19.

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. Tuition reimbursement under this provision is subject to the limits established in Section 24.19.

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, \$175,000 shall be budgeted for expenditures during each school year with no carry-over of any unused money to the following school year based on the criteria noted below., 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 February 15th and 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 (Level 2) as well as B+24 who have not obtained a Masters degree. Masters and above will receive payment by August 15th from the remaining funds. This may occur on a percentage basis or zero reimbursement if the funds are depleted.

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. Approval of a personal day on an in-service day is at the discretion of the Superintendent.

28.3. Five (5) personal days may be used on consecutive school days provided that the employee has accumulated five (5) personal days.

28.4. Unpaid days off may not be scheduled before or after personal days, subject to Superintendent discretion.

28.5. 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.

28.6. Forty-eight (48) hours written notice shall be given the building principal in order for a personal leave day to be approved.

28.7. Twenty-four (24) hours written notice shall be given to the building principal in order for a personal leave day to be withdrawn.

28.8. All personal leave requests will be approved in order of receipt by the employee's supervisor.

28.9. Personal leave days may not be taken as partial days.

28.10. Employees may not engage in paid employment during a personal leave day.

28.11. 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. For active employees, unused personal days that do not carry over to the next school year will be reimbursed 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 emergencies. 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 workday 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- furloughed teacher. To be considered eligible for these 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. Definition: For purpose of this section on Transfers and Vacancies, the following words shall have the following meanings:

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

38.1.2. Vacancy - 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. Seniority - 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. Procedure: 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. 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. PLANNING TIME.

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

42.1. 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.

42.2. Secondary: Grades Six through Twelve

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

42.3. 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.

42.4. 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.

42.5. A committee of Administrators and Teachers will convene to discuss planning time for Special Education teachers.

ARTICLE 43. GRIEVANCE PROCEDURE.

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

43.2. 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.

43.3. Procedure. The parties to this Agreement agree that grievances shall be resolved as described in the following paragraphs.

43.3.1. 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.

43.3.2. 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.

43.3.3. The Association shall be notified in writing of each individual grievance and of scheduled hearings, and of written decisions at all levels.

43.3.4. Grievances shall be settled in the following manner:

Level 1: 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 44. PART-TIME HOURLY PROFESSIONAL EMPLOYEES.

44.1. 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.

44.2. 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.

44.3. 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.

44.4. 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.

44.5. 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.

44.6. 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.

44.7. 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.

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

44.9. 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 workday. Normal workday is the average workday 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.

44.10. Unused sick leave days are cumulative. 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).

44.11. Tuition Reimbursement for Credits Toward Permanent Certification. 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 professional teaching certificates and who are working toward 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.

44.12. 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.

44.13. 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.

44.14. 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.

44.15. Accidental Injury. 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.

44.16. 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.

44.17. The Collection, Maintenance and Dissemination of Employee Records.

44.17.1. 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.

44.17.2. 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.

44.17.3. 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.

44.17.4. 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.

44.17.5. The employee shall have the right to initial and date each page of any material in his/her file.

44.18. 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.

44.19. 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 45. NOTICES.

45.1. 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:

45.1.1. as to Wilson School District:

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

45.1.2. as to Wilson Education Association:

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

45.2. 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 46. 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 47. 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.

WILSON SCHOOL DISTRICT	
Date: _____	By: _____ President of the Board of School Directors
Date: _____	Attest: _____ Secretary to the Board of School Directors
WILSON EDUCATION ASSOCIATION	
Date: _____	By: _____ President
Date: _____	Attest: _____ WEA Secretary

					*Grandfathered-No movement into cells									
					EXHIBIT "A-1"									
					2023-24 Salary Chart									
CR YEARS	From Top	STEP	B	B+12	B+18	B+24	M,ME	*M+6	M+12	*M+18	M+24	*M+30	M+36/DM	D
1	15	1	55,000	55,675	57,175	58,725	62,439	63,868	65,297	66,726	68,155	69,584	71,013	72,442
		1.5	55,268	56,356	57,856	59,406	63,120	64,549	65,978	67,407	68,836	70,265	71,694	73,123
2	14	2	55,536	57,036	58,536	60,086	63,800	65,229	66,658	68,087	69,516	70,945	72,374	73,803
		2.5	55,974	57,474	58,974	60,524	64,238	65,667	67,096	68,525	69,954	71,383	72,812	74,241
3	13	3	56,411	57,911	59,411	60,961	64,675	66,104	67,533	68,962	70,391	71,820	73,249	74,678
		3.5	56,849	58,349	59,849	61,399	65,113	66,542	67,971	69,400	70,829	72,258	73,687	75,116
4	12	4	57,286	58,786	60,286	61,836	65,550	66,979	68,408	69,837	71,266	72,695	74,124	75,553
		4.5	57,786	59,286	60,786	62,336	66,050	67,479	68,908	70,337	71,766	73,195	74,624	76,053
5	11	5	58,286	59,786	61,286	62,836	66,550	67,979	69,408	70,837	72,266	73,695	75,124	76,553
		5.5	58,640	60,140	61,640	63,190	66,904	68,333	69,762	71,191	72,620	74,049	75,478	76,907
6	10	6	58,993	60,493	61,993	63,543	67,257	68,686	70,115	71,544	72,973	74,402	75,831	77,260
		6.5	59,493	60,993	62,493	64,043	67,757	69,186	70,615	72,044	73,473	74,902	76,331	77,760
7	9	7	59,993	61,493	62,993	64,543	68,257	69,686	71,115	72,544	73,973	75,402	76,831	78,260
		7.5	60,493	61,993	63,493	65,043	68,757	70,186	71,615	73,044	74,473	75,902	77,331	78,760
8	8	8	60,993	62,493	63,993	65,543	69,257	70,686	72,115	73,544	74,973	76,402	77,831	79,260
		8.5	61,652	63,152	64,652	66,202	69,916	71,345	72,774	74,203	75,632	77,061	78,490	79,919
9	7	9	62,311	63,811	65,311	66,861	70,575	72,004	73,433	74,862	76,291	77,720	79,149	80,578
		9.5	62,942	64,442	65,942	67,492	71,206	72,635	74,064	75,493	76,922	78,351	79,780	81,209
10,11	6	10	63,573	65,073	66,573	68,123	71,837	73,266	74,695	76,124	77,553	78,982	80,411	81,840
		10.5	64,124	65,624	67,124	68,674	72,388	73,817	75,246	76,675	78,104	79,533	80,962	82,391
12	5	11	64,675	66,175	67,675	69,225	72,939	74,368	75,797	77,226	78,655	80,084	81,513	82,942
		11.5	65,223	66,723	68,223	69,773	73,487	74,916	76,345	77,774	79,203	80,632	82,061	83,490
13,14,15	4	12	65,770	67,270	68,770	70,320	74,034	75,463	76,892	78,321	79,750	81,179	82,608	84,037
		12.5	67,020	68,520	70,020	71,570	75,284	76,713	78,142	79,571	81,000	82,429	83,858	85,287
16	3	13	68,270	69,770	71,270	72,820	76,534	77,963	79,392	80,821	82,250	83,679	85,108	86,537
		13.5	69,720	71,220	72,720	74,270	77,984	79,413	80,842	82,271	83,700	85,129	86,558	87,987
17	2	14	71,170	72,670	74,170	75,720	79,434	80,863	82,292	83,721	85,150	86,579	88,008	89,437
		14.5	72,820	74,320	75,820	77,370	81,084	82,513	83,942	85,371	86,800	88,229	89,658	91,087
18	1	15	74,470	75,970	77,470	79,020	82,734	84,163	85,592	87,021	88,450	89,879	91,308	92,737
		15.5	76,957	78,457	79,957	81,507	85,221	86,650	88,079	89,508	90,937	92,366	93,795	95,224
19+	Top	16	79,444	80,944	82,444	83,994	87,708	89,137	90,566	91,995	93,424	94,853	96,282	97,711

					*Grandfathered-No movement into cells									
					EXHIBIT "A-3"									
					2025-26 Salary Chart									
CR YEARS	From Top	STEP	B	B+12	B+18	B+24	M,ME	*M+6	M+12	*M+18	M+24	*M+30	M+36/DM	D
1	15	1	58,550	59,225	60,725	62,275	65,989	67,418	68,847	70,276	71,705	73,134	74,563	75,992
		1.5	58,818	59,906	61,406	62,956	66,670	68,099	69,528	70,957	72,386	73,815	75,244	76,673
2	14	2	59,086	60,586	62,086	63,636	67,350	68,779	70,208	71,637	73,066	74,495	75,924	77,353
		2.5	59,524	61,024	62,524	64,074	67,788	69,217	70,646	72,075	73,504	74,933	76,362	77,791
3	13	3	59,961	61,461	62,961	64,511	68,225	69,654	71,083	72,512	73,941	75,370	76,799	78,228
		3.5	60,399	61,899	63,399	64,949	68,663	70,092	71,521	72,950	74,379	75,808	77,237	78,666
4	12	4	60,836	62,336	63,836	65,386	69,100	70,529	71,958	73,387	74,816	76,245	77,674	79,103
		4.5	61,336	62,836	64,336	65,886	69,600	71,029	72,458	73,887	75,316	76,745	78,174	79,603
5	11	5	61,836	63,336	64,836	66,386	70,100	71,529	72,958	74,387	75,816	77,245	78,674	80,103
		5.5	62,190	63,690	65,190	66,740	70,454	71,883	73,312	74,741	76,170	77,599	79,028	80,457
6	10	6	62,543	64,043	65,543	67,093	70,807	72,236	73,665	75,094	76,523	77,952	79,381	80,810
		6.5	63,043	64,543	66,043	67,593	71,307	72,736	74,165	75,594	77,023	78,452	79,881	81,310
7	9	7	63,543	65,043	66,543	68,093	71,807	73,236	74,665	76,094	77,523	78,952	80,381	81,810
		7.5	64,043	65,543	67,043	68,593	72,307	73,736	75,165	76,594	78,023	79,452	80,881	82,310
8	8	8	64,543	66,043	67,543	69,093	72,807	74,236	75,665	77,094	78,523	79,952	81,381	82,810
		8.5	65,202	66,702	68,202	69,752	73,466	74,895	76,324	77,753	79,182	80,611	82,040	83,469
9	7	9	65,861	67,361	68,861	70,411	74,125	75,554	76,983	78,412	79,841	81,270	82,699	84,128
		9.5	66,492	67,992	69,492	71,042	74,756	76,185	77,614	79,043	80,472	81,901	83,330	84,759
10	6	10	67,123	68,623	70,123	71,673	75,387	76,816	78,245	79,674	81,103	82,532	83,961	85,390
		10.5	67,674	69,174	70,674	72,224	75,938	77,367	78,796	80,225	81,654	83,083	84,512	85,941
11	5	11	68,225	69,725	71,225	72,775	76,489	77,918	79,347	80,776	82,205	83,634	85,063	86,492
		11.5	68,773	70,273	71,773	73,323	77,037	78,466	79,895	81,324	82,753	84,182	85,611	87,040
12,13	4	12	69,320	70,820	72,320	73,870	77,584	79,013	80,442	81,871	83,300	84,729	86,158	87,587
		12.5	70,570	72,070	73,570	75,120	78,834	80,263	81,692	83,121	84,550	85,979	87,408	88,837
14	3	13	71,820	73,320	74,820	76,370	80,084	81,513	82,942	84,371	85,800	87,229	88,658	90,087
		13.5	73,270	74,770	76,270	77,820	81,534	82,963	84,392	85,821	87,250	88,679	90,108	91,537
15,16,17	2	14	74,720	76,220	77,720	79,270	82,984	84,413	85,842	87,271	88,700	90,129	91,558	92,987
		14.5	76,370	77,870	79,370	80,920	84,634	86,063	87,492	88,921	90,350	91,779	93,208	94,637
18	1	15	78,020	79,520	81,020 ³	82,570	86,284	87,713	89,142	90,571	92,000	93,429	94,858	96,287
		15.5	80,507	82,007	83,507	85,057	88,771	90,200	91,629	93,058	94,487	95,916	97,345	98,774
19+	Top	16	82,994	84,494	85,994	87,544	91,258	92,687	94,116	95,545	96,974	98,403	99,832	101,261

[illegible]

2023-2024	3.65%					
Years	Step	Level 6		Years	Step	Level 7
1	1	\$15.73		1	1	\$19.22
2	2	\$16.30		2	2	\$19.92
3	3	\$16.79		3	3	\$20.52
4	4	\$17.30		4	4	\$21.13
5	5	\$17.84		5	5	\$21.79
6	6	\$18.52		6	6	\$22.63
7	7	\$19.23		7	7	\$23.50
8	8	\$19.81		8	8	\$24.20
9	9	\$20.48		9	9	\$25.02
10,11	10	\$21.20		10,11	10	\$25.92
12	11	\$21.99		12	11	\$26.67
13,14,15	12	\$22.98		13+	12	\$27.43
16	13	\$23.92				
17	14	\$24.89				
18+	15	\$26.24				

2024-2025	3.63%					
Years	Step	Level 6		Years	Step	Level 7
1	1	\$15.73		1	1	\$19.22
2	2	\$16.30		2	2	\$19.92
3	3	\$16.89		3	3	\$20.64
4	4	\$17.40		4	4	\$21.26
5	5	\$17.93		5	5	\$21.90
6	6	\$18.49		6	6	\$22.58
7	7	\$19.19		7	7	\$23.45
8	8	\$19.93		8	8	\$24.35
9	9	\$20.53		9	9	\$25.08
10	10	\$21.22		10	10	\$25.93
11,12	11	\$21.97		11,12	11	\$26.86
13	12	\$22.79		13+	12	\$27.64
14,15,16	13	\$23.81				
17	14	\$24.79				
18+	15	\$26.24				

2025-2026	3.49%					
Years	Step	Level 6		Years	Step	Level 7
1	1	\$15.73		1	1	\$19.22
2	2	\$16.28		2	2	\$19.89
3	3	\$16.87		3	3	\$20.62
4	4	\$17.48		4	4	\$21.36
5	5	\$18.01		5	5	\$22.00
6	6	\$18.56		6	6	\$22.66
7	7	\$19.14		7	7	\$23.37
8	8	\$19.86		8	8	\$24.27
9	9	\$20.63		9	9	\$25.20
10	10	\$21.25		10	10	\$25.96
11	11	\$21.96		11	11	\$26.83
12,13	12	\$22.74		12+	12	\$27.80
14	13	\$23.59				
15,16,17	14	\$24.64				
18+	15	\$26.24				

2026-2027	3.47%					
Years	Step	Level 6		Years	Step	Level 7
1	1	\$15.73		1	1	\$19.22
2	2	\$16.28		2	2	\$19.89
3	3	\$16.84		3	3	\$20.58
4	4	\$17.46		4	4	\$21.34
5	5	\$18.09		5	5	\$22.10
6	6	\$18.63		6	6	\$22.76
7	7	\$19.20		7	7	\$23.45
8	8	\$19.80		8	8	\$24.18
9	9	\$20.55		9	9	\$25.11
10	10	\$21.35		10	10	\$26.07
11	11	\$21.99		11	11	\$26.86
12	12	\$22.72		12+	12	\$27.80
13,14	13	\$23.53				
15	14	\$24.41				
16+	15	\$26.24				