



Collective Bargaining Agreement

Between

**Montoursville Area
School District**

&

**Montoursville Area
Education Association**

July 1, 2022 - June 30, 2027

***MAKING A
DIFFERENCE***

TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	1
I	Recognition	1
II	General Provisions	1
III	Just Cause	2
IV	Wages	2
V	Pay Day	2
VI	Work Year	3
VII	Educational Meetings	3
VIII	Professional Development	4-5
IX	Hospitalization and Medical Insurance	5-6
X	Life Insurance	7
XI	Dental Plan	7
XII	Income Protection Plan	7-8
XIII	Retirement Severance Benefit	9
XIV	Leaves of Absence	9-10
XV	Sick Days	10
XVI	Personal Days	10
XVII	Bereavement Leave	11
XVIII	Attendance at Meetings	11
XIX	Seniority Reduction in Work Week	11
XX	Transfers	12
XXI	Meet and Discuss	12
XXII	Grievance Procedure	12-13
XXIII	Arbitration Procedure	13
XXIV	No Strike, No Lockout Provisions	14
XXV	Asbestos Indemnification	14
XXVI	Terms of Agreement	14
APPENDIX A	Salary Schedules	15

Montoursville Area School District
Montoursville Area Education Association

Agreement

PREAMBLE

THIS AGREEMENT entered into this ___ day of _____, **2021**, by and between the MONTOURSVILLE AREA SCHOOL DISTRICT, hereinafter called the "DISTRICT" or "EMPLOYER"

AND

MONTOURSVILLE AREA EDUCATION ASSOCIATION, the duly constituted bargaining representative for the professional employee unit, hereinafter called the "ASSOCIATION".

ARTICLE I

RECOGNITION

Section 1.01 The employees covered by this Agreement shall be all regular full-time professional and temporary professional employees, in the capacity of teachers, school nurses, school counselors and excluding management level employees, supervisors, first-level supervisors, confidential employees and guards, as defined in Act 195.

ARTICLE II

GENERAL PROVISIONS

Section 2.01 The parties hereto aver that this Agreement sets forth in full the terms and conditions to which they consent, and that this Agreement has been reached voluntarily as a result of the collective bargaining process under Pennsylvania Law (Act 195) and Act 88 without undue or unlawful coercion or forces by either party.

Section 2.02 The parties agree that all items desired by them have been discussed during the negotiations leading to this Agreement, and that no additional negotiations will be conducted on any item, whether contained herein or not, during the life of this Agreement. Nothing contained herein shall prevent negotiations of a successor agreement under Act 195, nor prevent meet and discuss procedures.

Section 2.03 The insurances set forth in Articles IX, X and XI shall continue during the following periods of time:

- a) Sabbatical Leave 1 Leave of Absence for Professional Development
- b) Income Protection Leave;
 - (1) Sickness - up to two (2) years
 - (2) Accident - up to five (5) years
- c) Child Bearing 1 Child Rearing - three (3) months

ARTICLE III
JUST CAUSE

Section 3.01 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, deprived of any professional advantage, or given an adverse evaluation of his professional services without reasonable and just cause. Nothing in this paragraph shall be deemed to require binding arbitration where it would not otherwise be required under Section 903 of Act 195.

ARTICLE IV
WAGES

Section 4.01 The salaries to be paid to professional employees for **2022-23, 2023-24, 2024-25, 2025-26 and 2026-27** are set forth on "Exhibit A" made a part of this Agreement. **In 2022-23, all professional employees will remain at their current step (2021-22 school year). For the 2022-23 school year, the amount of sixteen hundred twenty dollars (\$1,620.00) shall be added to each step of the salary schedule. In 2023-24, 2024-25, 2025-26 and 2026-27, professional employees shall move one step on the resulting schedule and be compensated as set forth on "Exhibit A" of this contract. The average increase in salaries to be paid to professional employees for the 2022-2027 school years will be 2.31%.**

Section 4.02 In addition to deductions otherwise required, the DISTRICT will deduct the following from teachers' paychecks: Montoursville Area Education Dues, Tax Sheltered Annuity, Educators Mutual Insurance, United Way, U.S. Savings Bonds, Cancer Insurance, and Teachers' Credit Union: provided, written authority, on forms provided by the DISTRICT, shall be given by the teacher, as to each item to be deducted.

Section 4.03 For homebound instruction, and for professional employees providing instructional services in addition to the regular school day or year, beyond the limit of their contract, professional employees shall be compensated at an hourly rate of **\$31** for each year of the contract. Mileage for travel shall be at the IRS rate. Such services shall include summer instruction, driver education, and such instructional services as may be initiated with the approval of the School Board.

ARTICLE V
PAYDAY

Section 5.01 During the school year, professional employees will be paid every other Friday. Payment shall be through direct electronic deposit in up to two (2) accounts of the employee's choice after the appropriate deductions enumerated in Article VI, Section 4.02 have been made. On each payday, professional employees shall be paid, depending upon the number of pay periods in the school year, one twenty-sixth (1/26) or one twenty-seventh (1/27) of the salary for the school term.

Section 5.02 Professional employees may, at their option, be paid on the last payday in June the remaining amount due under the contract salary. (Forms to be supplied by the DISTRICT)

ARTICLE VI
WORK YEAR

Section 6.01 The work year for professional employees may be 182 pupil days and 6 in-service /clerical days. Professional employees' schedules may vary according to grade, building assignment and district administrative needs.

Section 6.02 **In the 2022-23, 2023-24, 2024-25, 2025-26 and 26-27 school year the normal school day for professional staff shall be seven (7) hours and thirty two (32) minutes in length, which includes one (1) thirty (30) minute lunch period.**

Section 6.03 All Professional employees shall have an uninterrupted preparation period each day equal to the length of a regular class period, except in the cases of an emergency staffing need, such as the lack of qualified substitutes to cover the absence of professional employees. The administration shall assign coverage in an equitable and fair manner in the event of an emergency.

Section 6.04 Professional Assignments: The District will make every attempt to give the professional staff written notice of their schedules for the forthcoming year no later than August 1st of each school year. The District will not be held to this date.

ARTICLE VII
EDUCATIONAL MEETINGS

Section 7.01 The DISTRICT will provide financial reimbursement for teachers who attend educational meetings, approved by the Superintendent. To be eligible, a written request must be presented to the Superintendent one (1) week in advance of the School Board meeting, prior to the conference, giving the time, place and an estimate of the expenditures. Three (3) days is the maximum that will be paid for a teacher during the school year. An itemized bill of actual expenses must be furnished for the approval of the School Board before payment will be made. When rides are shared, the mileage will be pro-rated accordingly. The reimbursement amounts shall be as follows:

Transportation	IRS Mileage Rate
Meals	\$50.00/day

Section 7.02 The School District shall reimburse teachers approved conference expenses at the rate of \$600.00 per year.

Section 7.03 The cost of the application of this subsection shall not exceed the budgeted sum in any school year. Substitute costs necessitated by leaves directed by the Board or the Administration shall not be charged to this fund. Substitute costs for leaves for attending athletic, coaching clinics shall not be charged to this fund. Any unused portion of the annual budgeted sum shall remain the property of the DISTRICT.

ARTICLE VIII
PROFESSIONAL DEVELOPMENT

Section 8.01 The DISTRICT will provide reimbursement for professional development, as described in this Article, for any professional employee who takes a Master’s Degree course or above for a maximum of twelve (12) completed college credits per fiscal year (July 1 to June 30), up to the following amounts:

2022-23	\$335.00 per semester hour
2023-24	\$335.00 per semester hour
2024-25	\$400.00 per semester hour
2025-26	\$400.00 per semester hour
2026-27	\$450.00 per semester hour

Total professional development reimbursement provided under this Article will be capped as follows:

2022-23	\$30,000
2023-24	\$30,000
2024-25	\$40,000
2025-26	\$40,000
2026-27	\$50,000

Reimbursement will be granted provided the same shall be approved by the District Superintendent on the following conditions:

- (a) The course must be completed with a satisfactory grade of B or better or a grade of “pass” in a pass/fail course;
- (b) The course must be related to the field of endeavor of the individual or for the professional advancement, or as approved by the District Superintendent as being for the educational benefit of the District;
- (c) Payment will be made by reimbursement to the employee;
- (d) The employee must be employed by the District when payment is made;
- (e) Reimbursement will not be paid for any teacher who is receiving any other scholarship or financial aid who is on leave (other than sabbatical) from the District at the time the course is taken;
- (f) Teacher on sabbatical leave / leave of absence for the professional development are eligible for reimbursement on the following conditions:
 - 1) A maximum of two (2) teachers per year shall be eligible
 - 2) Credits to be reimbursed per teacher shall not exceed fifteen (15) per semester thirty (30) per year
 - 3) The course must be acceptable for a Master’s Degree or Doctorate in the individual’s field of certification, or for a Master’s Degree or Doctorate in education with major emphasis in the field of education.

Section 8.02 Superintendent approval prior to the taking of any courses shall be mandatory. Employees shall be required to submit to the Superintendent course descriptions, school accreditation, and any other documents justifying the employee taking said off campus course.

Section 8.03 Professional employees pursuing a Master’s Degree having a Level I Pennsylvania Instructional and Educational Specialist certification may apply for Section 8.01 professional development reimbursement from May 1 through June 30 for the ensuing fiscal year. All other professional employees may apply for professional development reimbursement beginning on the first day of the fiscal year (July 1)

Section 8.04 Any member taking approved credits beginning in the 2017-18 school year who voluntarily terminates 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 50% of cost.
- After three (3) years there will be no repayment for coursework

Section 8.05 All members in order to receive Master's level pay must be enrolled in an accredited Master's program. Master's equivalency certification will no longer lead to a member moving to the Master's pay column. This will be grandfathered for any members currently working on a Master's Equivalency program.

ARTICLE IX **HOSPITALIZATION AND MEDICAL INSURANCE**

Section 9.01 The DISTRICT agrees to pay the premium for each eligible employee and eligible dependent of a group hospital and medical service plan (insurance carrier to be selected by the employer), having benefits similar to the Consumer Driven Health Plan (designated CDHP-1) (insurance carrier to be selected by the employer). All professional employees shall have the option of CDHP-1 other plans shall not be available for election. If both the employee and spouse are covered by the bargaining unit, family coverage will be purchased under one family coverage only. Any change in the employee's status will result in the employee being provided coverage immediately, if the employee is otherwise entitled to these benefits. **In each year of the contract employees who are named insureds of the school district with respect to health care coverage shall contribute per pay five dollars (\$5) for single and fifteen dollars (\$15) for family (2 or more people on CDHP-1) as a premium share.**

2022-2027 Single: Five dollars (\$5) Family: Fifteen dollars (\$15)

Section 9.02 It is understood that no person shall be covered by said insurance plan if there is simultaneous coverage by Blue Cross/Blue Shield and Major Medical having equal benefits or another insurance carrier's plan having equal benefits provided by another employer.

Section 9.03 Hospitalization and medical coverage shall be set forth in the plan documents for the Blue Cross/Blue Shield/First Priority Life Plan CDHP-1

Section 9.04 New employees electing coverage shall have the responsibility of providing the business office with the necessary information within twenty (20) days of their employment. (Forms to be supplied by the DISTRICT.)

Section 9.05 Employees who did not elect to be covered under this hospitalization and medical service plan during the first twenty (20) days of their employment and who subsequently decide to participate may be covered prior to the next reopening if the employee's request for such coverage is **necessitated by an IRS qualifying life event.**

In such instances, the Board will request a waiver of the insurance carrier's requirements for reopening.

Section 9.06 The insurance coverage shall terminate at the month in which the employee begins an unpaid leave of absence, [Exception: Section 2.03 c)] is laid off or discharged, resigns or retirement becomes effective.

Section 9.07 The hospitalization and medical service plan is a contract between the EMPLOYER and the insurance carrier. No dispute over a claim for any benefits extended by the hospitalization and medical service plan shall be subject to the grievance procedure established in this Collective Bargaining Agreement unless the employee complies with Section 9.04 and the carrier refuses to pay said benefits alleging the employee's premium is unpaid.

Section 9.08 The EMPLOYER shall, upon request, provide information to the employee claiming unpaid benefits covered by the hospitalization and medical service plan.

Section 9.09 The District shall adopt an IRS Health Savings Account (HSA) Plan and shall make it available to the members of the bargaining unit. The District will not make any employer HSA contributions to current professional employees.

In the 2022-27 school years, the DISTRICT shall make an employer contribution to the HSA for each newly hired employee, for the year of hire only equal to 100% of the selected plan's current IRS HDHP minimum deductible (\$1400.00 for single coverage and \$2,800.00 for family coverage in 2022).

Section 9.10 A monetary incentive is available if any employee is eligible in any health benefit coverage offered by the Montoursville 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 and chooses to waive participation in the Montoursville Area School District's health care plan, the Montoursville Area School District will pay:

- **\$6,000 for each year of the contract**
- ✓ **Starting in the 2022-23 school year there must be a minimum of 16 professional employee waivers (opt outs) to receive the monetary incentive.**
- ✓ **If there is not the minimum number of waivers or opt outs to receive the monetary incentive, the opt out incentive will be eliminated for any school year where the minimum number of opt out is not attained.**

The health care monetary incentive during the **2022-23, 2023-24, 2024-25, 2025-26 and 2026-27** school years will be paid in two (2) lump sums. The incentive payment will be distributed ½ in November and ½ in May.

The open enrollment for anyone that waives (opts out) will be extended through the first full week of June in case there is not a minimum of **16** waivers (opt outs) in the **2022-23, 2023-24, 2024-25, 2025-26 and 2026-27** school years.

Section 9.11 **When both spouses are employed by the District, the Board may choose to carry only one spouse as primary and carry the other spouse as a dependent. The opt out provisions of Section 9.10 and the \$6,000.00 opt out payment provided in that Section are not applicable to the situation where both husband and wife are employees of the district.**

ARTICLE X
LIFE INSURANCE

Section 10.01 The DISTRICT agrees to pay the premium for a group term life insurance for each full-time professional employee to provide coverage in the amount of \$50,000.00

Section 10.02 New employees electing coverage shall have the responsibility of providing the business office with the necessary information within twenty (20) days of their employment.

Section 10.03 The insurance coverage shall terminate at the end of the policy month in which the employee begins an unpaid leave of absence [Exception: Section 2.03 c)]. is laid off or discharged, resigns or retirement becomes effective.

Section 10.04 The group term life insurance is a contract between the EMPLOYER and the insurance carrier. No dispute over a claim for any benefits extended by the group term life insurance shall be subject to the grievance procedure established in this Collective Bargaining Agreement unless the employee complies with Section 10.02 and the carrier refuses to pay said benefits alleging the employee's premium is unpaid.

ARTICLE XI
DENTAL PLAN

Section 11.01 The DISTRICT agrees to pay the premium for each full-time professional employee of a personal dental plan having benefits equal to the present Delta Dental Plan, dated January 1, 1983, Group No. 1186. Coverage to be maintained at the same level as became effective July 1, 1989.

Section 11.02 The DISTRICT agrees to pay the premium for each full-time professional employee's spouse and eligible dependents for a dental plan having benefits equal to the present Delta Dental Plan 1300. Coverage to be maintained at the same level as became effective July 1, 1989.

ARTICLE XII
INCOME PROTECTION PLAN

Section 12.01 The DISTRICT agrees to pay the premium, for each full-time professional employee, for an income protection insurance plan. The following language serves as a brief description of plan benefits, with the pronoun "you" referring to a covered employee. The language of the Master Policy shall be controlling. The district's sole responsibility under this section is to secure insurance coverage through a reputable carrier and any dispute arising as a result of this coverage shall be solely between the Insurance Carrier and the employee and shall not be subject to the grievance procedure.

- a) In the event that you become totally disabled, you are eligible to receive 66 2/3% of the salary that you were entitled to, on a 12 month pro-rata basis, if you would have been able to work on your disability date

- b) You must wait a minimum of sixty days or the end of sick leave, whichever is greater from the date of total disability until the benefits begin. This is called the elimination period and you will not be paid for this period. However, if the employee so chooses, he I she may elect to reserve sufficient forty-five (45) sick days to satisfy the waiting period for a subsequent qualification for payment of income protection.

At the end of the first 60 days from the date of total disability, you must choose:

(1) Continued payment of sick leave, at 100% of daily rate until exhausted [or that explained in Section 12.01 (b)], and then be immediately eligible for long term disability benefits, without additional waiting, then

(2) Payment of long-term disability benefits at 66 2/3% of salary on a 12-month pro-rate basis subject to the terms and limitation of the insurance policy in effect at the time of your disability.

You will not be permitted to collect both long-term disability benefits and sick leave at the same time (double dipping).

c) Integration of benefits:

(1) Beginning with the 7th month (approximately 180 days) from the date that your doctor certified that you were totally disabled, your monthly disability benefit will be the lesser of:

- i) 66 2/3% of your regular annual salary divided by 12: or;
- ii) 66 2/3% of your regular annual salary divided by 12 minus any OTHER INCOME BENEFITS listed in #2 below. At no time will your monthly benefit be less than \$50.00.

The insurance carrier will estimate and subtract the estimated value of these OTHER INCOME BENEFITS from your monthly insurance benefit if you do not apply for them, or, if you are currently receiving OTHER INCOME BENEFITS, they will subtract the actual amount received from your monthly insurance benefit.

OTHER INCOME BENEFITS: Other income benefits are benefits resulting from the same Total Disability for which a Monthly Benefit is payable under the Policy.

Other income benefits are:

- i. Any benefits received from a Worker's Compensation Law, Occupational Disease Law and I or other act or law of like intent.
 - ii. Any other disability benefits received from a group insurance plan sponsored by your employer.
 - iii. Any benefits, either regular, early or disability, from PSERS or any retirement plan to which your employer contributed or makes payroll deductions.
 - iv. Primary and Family Social Security benefits either regular, early or disability.
 - v. Any disability benefit under the Pennsylvania Motor Vehicle Financial Responsibility Act. This section does not include benefits payable under the Pennsylvania no-fault Automobile Insurance Act.
 - vi. Any sabbatical leave income or salary received from the board.
- d) Assuming that you continue to be totally disabled, benefits will be payable for two years in the event of illness and 5 years in the event of accident.

It is important to note that all items covered in ARTICLE XII above represent brief explanations of plan benefits and cannot be construed to cover all plan provisions and limitations in total. Please refer to your LONG TERM DISABILITY BENEFIT BOOKLET for a more complete and detailed explanation of the policy.

ARTICLE XIII
RETIREMENT SEVERANCE BENEFIT

Section 13.01 Professional employees, upon permanent retirement from the field of public education and Montoursville Area School District, will be granted an initial retirement severance of eight hundred thirty dollars (\$830.00) multiplied by the number of years of service in the Montoursville Area School District the employee has accumulated, up to a maximum of thirty-five (35) years. In subsequent years of the agreement, thirty dollars (\$30) will be added to the total in accordance to the following

School year 2022-23	\$830.00
School year 2023-24	\$860.00
School year 2024-25	\$890.00
School year 2025-26	\$920.00
School year 2026-27	\$950.00

Section 13.02 An employee, to be eligible for retirement severance pay, shall:

- a) Submit a valid written resignation at least one semester prior to the date of retirement.
- b) Submit to the Pennsylvania Public School Employees Retirement System the official application for retirement benefits.
- c) Retirees must have a minimum of fifteen (15) years of service in the Montoursville Area School District to be eligible for this severance benefit.

Section 13.03 The date of the separation from public education is defined as the date which the EMPLOYER submits to the Pennsylvania Public School Employees Retirement System as the “date on which last service was rendered”.

Section 13.04 The District shall make a non-elective employer contribution to the employee’s 403(b) individual retirement plan or the employee’s 457 plan in an amount equal to Section 13.01 retirement severance. The employee shall receive no cash option. The employee must establish a 403(b) or 457 account until all-non elective employer contributions have been made or the employee will forfeit the Section 13.01 retirement severance payment. The District shall not be responsible for any tax deductions from retirement severance payments.

Section 13.05 Payment under the provisions of this policy is limited to payment upon retirement. This is not a death benefit; no payment will be made upon death. An employee shall be eligible to receive a retirement severance benefit as provided in this Article only one (1) time.

Section 13.06 Payment under this policy cannot be assigned or transferred.

ARTICLE XIV
LEAVES OF ABSENCE

Section 14.01 One (1) day per year of leave may be granted to an employee in the following circumstances:

- a) In case of an emergency which shall be defined as an unforeseen situation requiring immediate action by an employee to avoid disaster, including imminent danger to the home occupied by the employee, or imminent harm to the health or safety of the employee or a member of his immediate family.

- b) To attend to the following personal matters providing every effort has been made to schedule them other than during school time: real estate or mortgage closing, unusual medical or dental problems which do not qualify as sick leave and religious holidays.
- c) To attend graduation ceremonies, moving to another home, taking children to college where the attendance of the employee is required. Under subparagraph (c) the professional employee shall have the cost of a substitute deducted from his / her gross pay.

Section 14.02 The reasons for taking leave shall be submitted to the District Superintendent in writing in advance unless that is impossible, and in that event the reason shall be submitted later. This leave is not intended to provide extra days of vacation or an extension of sick leave or additional personal days. If the District Superintendent finds that an employee was not entitled to a leave under the above policy, then a payroll deduction may be made for the day.

Section 14.03 The School District shall keep a full record including the names involved and the reasons for taking leave that are submitted. The negotiating teams will review this record in January. If the School Board finds there have been leaves taken without good justification, this item will be subject to negotiation in the next contract.

ARTICLE XV **SICK DAYS**

Section 15.01 An employee may use up to five (5) days of his/her yearly allotted ten (10) days of sick leave to tend to the needs of a sick member of the employee's immediate family. These family illness days shall not accumulate year to year. For the purposes of this section, immediate family shall be defined as father, mother, spouse, son, daughter, step-son and step-daughter.

Section 15.02 Upon retirement, professional employees may donate five (5) unused sick days to the DISTRICT sick bank.

ARTICLE XVI **PERSONAL DAYS**

Section 16.01 Each full-time employee will be allowed three (3) personal days of absence during the school term. However, employees who terminate their employment at the end of the first semester shall only be entitled to one and one-half (1.5) personal days. Written request for such leave shall be submitted on a form supplied by the EMPLOYER by 9:00 a.m. the day before the leave is to be taken. Not more than five (5) employees from the high school, five (5) from McCall Middle School and two (2) from each elementary school or a total of fourteen (14) shall be granted a personal leave day at any one time.

Section 16.02 Personal leave days that are not taken in the current school year may be carried over to the following school year. The maximum number of personal days an employee may have available at any one time is five (5) days.

Section 16.03 Each employee will have the option at the end of the school year to convert unused personal days to sick days. Employees must notify the Business Office no later than May 31 of their request.

Section 16.04 Professional employees will be limited to the use of one (1) personal day during the last ten (10) days of school. Personal days will be granted on a first come, first serve basis. Further limitations during the last ten (10) instructional days of the pupil instructional school year shall be that no more than three (3) employees from the high school, three (3) from McCall Middle School and two (2) from each elementary school will be allowed to take a personal day on any given day. Pre-approval of use of a personal day shall be required by the appropriate supervisor.

ARTICLE XVII
BEREAVEMENT LEAVE

Section 17.01 Full salary will be given for five (5) days absence because of death of the employee's spouse, child, or step-child and anyone with whom the employee has made his/her home.

Section 17.02 Full salary will be given for five (5) days for absence because of death in the immediate family. Immediate family designation includes a father, mother, sister, brother, son-in-law, daughter-in-law, parent-in-law, grandparent, grandparent-in-law, grandchild, stepfather, step-mother, step-brother, step-sister

Section 17.03 The five (5) days so allowed may be taken in any number immediately following the occurrence of death, unless circumstances determined by the Superintendent justify reasonable modification of the adjacency requirement. However, in the event that absence is incurred preceding anticipated death and death does not occur, such employee is not entitled to the pay benefits of the provision.

Section 17.04 Full salary will be given for one (1) day for absence because of death of a near relative. Near relative designation includes first cousin, aunt, uncle, nephew, niece. Brother in-law, and sister-in-law.

Section 17.05 One additional day will be given for death of a near relative when the employee is required to travel two hundred (200) or more miles one way to the funeral.

ARTICLE XVIII
ATTENDANCE AT MEETINGS

Section 18.01 The DISTRICT will not be obligated to pay the salary for ASSOCIATION members while they attend meetings of the local, national or state Education Association. It is understood that the President, Vice-President, or their designee, will be given a leave of absence without pay to attend two (2) House of Delegate meetings during each school year. The leave of absence will be handled as follows: the employee will be paid at the regular rate with no reduction: the ASSOCIATION agrees to reimburse the DISTRICT for the amount of gross pay for the days involved plus related payroll costs. Payment will be made within ten (10) days after submission of an itemized bill.

ARTICLE XIX
SENIORITY - REDUCTION IN WORK WEEK

Section 19.01 Professional employees who have their work week reduced to less than a five (5) day work week will continue to accrue seniority at the same rate as if they were employed on a full-time basis. The base salary and salary increments for these employees will be pro-rated according to the salary schedule and the contracted period or employment.

ARTICLE XX
TRANSFERS

Section 20.01 Transfers from building to building, when planned by the administration, shall be discussed with all teachers who may be involved or affected by such transfer. Reasons shall be given as to why such a transfer needs to be made. Individual meetings shall be held with those teachers who are being considered for the transfer. Their ideas shall be heard and given serious consideration. When a decision has been reached by the administration and approved by the Board, reasons for the transfer shall be given to the teacher, in writing, stating why the particular teacher was selected.

ARTICLE XXI
MEET AND DISCUSS

Section 21.01 A joint committee shall be formed consisting of five (5) representatives of the ASSOCIATION and five (5) representatives of the EMPLOYER, two (2) of whom shall be members of the School Board. The committee shall meet at the request of the EMPLOYER or ASSOCIATION and discuss such items as are provided in Act 195 & Act 88.

Section 21.02 The authority of the committee shall be to recommend to the School Board. Any decision or determination on matters so discussed shall remain with the School Board whose decision shall be final.

Section 21.03 Meetings shall be held at a mutually agreeable time and place, not during the school work day. The initiating party shall submit, in writing, the agenda specifying all of the items to be discussed at least five (5) days prior to the meeting.

ARTICLE XXII
GRIEVANCE PROCEDURE

Section 22.01 The parties to this Agreement agree that an orderly and expeditious resolution or grievance, arising out of the meaning, interpretation, or compliance with this Agreement is of utmost importance.

Section 22.02 A grievance shall be defined as a claimed violation regarding the meaning, interpretation or compliance with one or more provisions of this Agreement.

Section 22.03 Written grievances shall contain the following:

- a) The nature of the grievance
- b) The specific section or sections of the contract on which the grievance is based;
- c) The relief or remedy requested;
- d) The signature of the grievant.

Section 22.04 Grievances shall be settled in the following manner:

STEP 1

The aggrieved employee (s) shall present the grievance verbally to his immediate supervisor within five (5) days after its occurrence. The supervisor shall reply to the grievance verbally within five (5) days after the presentation.

STEP 2

In the event the grievance is not settled at Step 1, then the aggrieved employee (s) shall present the grievance in writing to the immediate supervisor within fifteen (15) days after its occurrence. The immediate supervisor shall reply in writing to the grievance within five (5) days after presentation.

STEP 3

In the event the grievance is not settled at Step 2, then the aggrieved employee (s) shall submit the grievance in writing to the District Superintendent within five (5) days after the immediate supervisor's response. The District Superintendent shall reply within five (5) days after presentation of the grievance to him.

STEP 4

In the event the grievance is not settled at Step 3, then the aggrieved employee (s) shall submit the grievance in writing to the Board of Education at the next official Board meeting. The Board of Education shall reply to the grievance, in writing, if so requested, within ten (10) days following the date of said meeting. If the grievance fails to meet the criteria of Section 903 of Act 195, the decision of the Board of Education in Step 4 shall be final.

Section 22.05 The decisions at Steps 1 and 2 shall not be used as a precedent for any subsequent case.

Section 22.06 All of the time limits contained in this Article may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish a precedent.

Section 22.07 An employee (s) shall be permitted to have a representative of the ASSOCIATION present at each step of the grievance procedure.

Section 22.08 The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth, unless the time limits have been mutually waived, shall constitute a waiver of any further appeal. The failure of the DISTRICT'S representative at any level to give his written response within the specified time limits shall automatically move the grievance to the next step unless the time limits have been extended by mutual agreement.

Section 22.09 Grievances involving more than one (1) grievant but arising from the same circumstances and involving the interpretation or application of the same provision or provisions of the contract may be consolidated, by agreement of the parties

ARTICLE XXIII **ARBITRATION PROCEDURE**

Section 23.01 In the event the grievance is not settled at Step 4, then the ASSOCIATION may serve upon the District Superintendent a notice in writing of the intent to proceed to arbitration within ten (10) days after the Step 4 response. The ASSOCIATION shall, within twenty (20) days after the notice has been given, refer the grievance in writing to the Bureau of Mediation as provided in Section 903 of Act 195.

Section 23.02 Each grievance shall be considered on its merits and the provisions of the Collective Bargaining Agreement shall constitute the only basis upon which the decision shall be rendered.

Section 23.03 The arbitrator shall neither add to, subtract from, nor modify the provisions of this agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to him.

Section 23.04 All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 23.05 The aggrieved employee (s), ASSOCIATION representatives and witnesses shall not be paid for time lost during regular working hours attending an arbitration hearing.

ARTICLE XXIV

NO STRIKE, NO LOCKOUT PROVISION

Section 24.01 The parties agree, as a condition of the various provisions of the Agreement, as follows:

- a) The School District pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement.
- b) The ASSOCIATION pledges that the 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.

ARTICLE XXV

ASBESTOS INDEMNIFICATION

Section 25.01 The DISTRICT shall defend, hold harmless and indemnify all employees covered by this Agreement from and against any and all demand, claims, suits, actions and legal proceedings made or brought against them relating to the use, introduction of, removal from, or inspection for asbestos or materials containing asbestos into, from or in connection with buildings owned or used by the DISTRICT, provided that the incident forming the basis of any such demand, claim, suit, action or legal proceeding shall have occurred while the individual was in the employment of the DISTRICT and while the individual was acting within the scope of his or her employment by the DISTRICT.

ARTICLE XXVI
TERM OF AGREEMENT

THIS AGREEMENT shall become effective the 1st day of **July 2022**, or as indicated herein, and shall remain in full force and effect for a period of five (5) years up to and including the 30th day of **June, 2027**. The parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunto set their hands and seals this _____, day of _____, **2021**.

ATTEST: MONTOURSVILLE AREA SCHOOL DISTRICT

Secretary BY: _____
President

ATTEST: MONTOURSVILLE AREA EDUCATION ASSOCIATION

Secretary BY: _____
President

APPENDIX A

2022-23 Salary Schedule

Step	Bachelors	Masters
1	50,200	52,600
2	51,884	54,284
3	53,568	55,968
4	55,252	57,652
5	56,936	59,336
6	58,620	61,020
7	60,304	62,704
8	61,988	64,388
9	63,672	66,072
10	65,356	67,756
11	67,040	69,440
12	70,015	72,415
13	73,036	75,436
14	76,746	79,146

2023-24 Salary Schedule

Step	Bachelors	Masters
1	51,100	53,500
2	52,784	55,184
3	54,468	56,868
4	56,152	58,552
5	57,836	60,236
6	59,520	61,920
7	61,204	63,604
8	62,888	65,288
9	64,572	66,972
10	66,256	68,656
11	67,940	70,340
12	70,915	73,315
13	73,936	76,336
14	77,896	80,296

APPENDIX A

2024-25 Salary Schedule

Step	Bachelors	Masters
1	52,100	54,500
2	53,784	56,184
3	55,468	57,868
4	57,152	59,552
5	58,836	61,236
6	60,520	62,920
7	62,204	64,604
8	63,888	66,288
9	65,572	67,972
10	67,256	69,656
11	68,940	71,340
12	71,915	74,315
13	74,936	77,336
14	79,046	81,446

2025-26 Salary Schedule

Step	Bachelors	Masters
1	53,100	55,500
2	54,784	57,184
3	56,468	58,868
4	58,152	60,552
5	59,836	62,236
6	61,520	63,920
7	63,204	65,604
8	64,888	67,288
9	66,572	68,972
10	68,256	70,656
11	69,940	72,340
12	72,915	75,315
13	75,936	78,336
14	80,196	82,596

APPENDIX A

2026-27 Salary Schedule

Step	Bachelors	Masters
1	54200	56600
2	55884	58284
3	57568	59968
4	59252	61652
5	60936	63336
6	62620	65020
7	64304	66704
8	65988	68388
9	67672	70072
10	69356	71756
11	71040	73440
12	74015	76415
13	77036	79436
14	81346	83746