

AGREEMENT

Between the

PALMERTON AREA SCHOOL DISTRICT

and the

PALMERTON AREA EDUCATION ASSOCIATION

2012 – 2013

2013 – 2014

2014 – 2015

2015 – 2016 – 2017

2017 – 2018

2018 – 2019

2019 – 2020

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ ~~2014~~2016 by and between the BOARD OF DIRECTORS of the PALMERTON AREA SCHOOL DISTRICT, Box 350, PALMERTON, PA 18071, hereinafter referred to as the "DISTRICT" and the PALMERTON AREA EDUCATION ASSOCIATION, Palmerton, PA 18071, hereinafter referred to as the "Association"; which Association is, and has been recognized as the bargaining agent for the bargaining unit as set forth in Paragraph IV of the Joint Request for Certification submitted heretofore to the Pennsylvania Labor Relations District.

Both parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of this date and this Agreement may be altered, changed, added to, deleted from, or modified only through mutual consent, in writing, of the parties hereto.

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

I. TERM OF AGREEMENT

The term of agreement shall begin on July 1, ~~2012~~2016, and shall continue in full force and effect until June 30, ~~2016~~2020, or until such later date as the two parties may hereinafter agree is to be the extended date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

II. NO STRIKE - NO LOCKOUT PROVISION

III. WAGES AND SALARY PROVISIONS

IV. OTHER EMPLOYEE BENEFITS

V. PART-TIME PROFESSIONAL AND LONG-TERM SUBSTITUTE EMPLOYEES

VI. CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES

Appendix C

VII. GRIEVANCE PROCEDURE

VIII. REDUCTION IN FORCE

If the furlough(s) cannot be avoided through normal attrition, members shall be retained on the basis of seniority rights acquired through continuous employment in the Palmerton Area School District in any or all areas of certification. Seniority shall include those years taught in the Palmerton Area School District only, as well as any time furloughed from the Palmerton Area School District, meaning that if any bargaining unit member has been or is furloughed, calculation of seniority shall include any time not working for the District due to furlough. Service

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rendered on a part-time basis shall be prorated as a fractional part of a school year. Members of the Bargaining Unit shall be permitted to exercise seniority rights only after tenure is granted.

Any employee who has successfully completed at least ten (10) years of service in the Palmerton Area School District shall be given the opportunity to retrain him/herself in preparation for recertification should his/her position be terminated. Notice of position termination by Board action for such ten (10) year employees shall be provided on or before May 15th of the present school year. The affected employee must complete at least twelve semester credit hours in the appropriate area of certification and provide all appropriate information and assurance to insure that the District obtain a Department waiver of certification requirements prior to the start of the new school year. This provision is only available under the terms and conditions of Section 1214 of the Pennsylvania School Code. (Department waiver of certification requirement) Therefore, this provision may only be applied when a vacancy not caused by the suspension of an employee exists and the affected employee agrees to comply with all requirements of Section 1214. Failure to comply with all requirements of Section 1214 will result in revocation of the waiver and termination of employment.

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Should there be more than one (1) employee with exactly the same number of days of seniority in the same area of certification, ~~the individual whose name appears last in the school Board minutes of the meeting at which these employees were initially hired~~ seniority shall be considered the least senior employee. ~~Conversely, the first name that appears in the school determined by lot. Specifically, should the District minutes/Board furlough or attempt to furlough any bargaining unit member(s) and this circumstance arises, those affected shall meet at the administration office at the conclusion of a specifically identified school day, and shall draw numbers from a container with numbers not in view for purposes of determining seniority. The person drawing the lowest number shall be considered~~ deemed to be the most senior employee of the group, with the person drawing the highest number deemed to be the least senior. Nothing in this provision shall be deemed to be a waiver of any rights to challenge the District's/Board's attempt to furlough, but is solely for purposes of determining seniority.

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If it appears a reduction in staff is necessary, the District shall meet with the Bargaining Unit Representative prior to the notification of the employee(s) involved, for the purpose of discussing possible methods of avoiding employee furloughs. The District shall give at least thirty (30) calendar days advance notice of furlough/suspension to the employee(s) involved and to the Bargaining Unit Representative.

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The final determination of the number of professional employees to be furloughed, according to Section 1124 of the PA School Code, shall be reserved to the District and shall not be subject to the Grievance procedure or arbitration under the terms of this contract.

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Furloughed teachers must annually, at or before the anniversary date of the first day off of employment due to furlough, ~~must~~ report to the Superintendent's Office in writing his/her intent to accept the same or similar position when offered. It shall be the responsibility of the furloughed employee to notify the Superintendent or designee, in writing, of any address change.

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A recall position shall be defined as 1) a professional vacancy; or 2) an opening in excess of 93 teacher-day duration. Recalled employees shall be compensated according to the salary schedule.

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Furloughed employees will be recalled in the inverse order of their furlough when a recall position exists for which they are certified. No new appointment shall be made in a subject area when there is a certified furloughed employee available.

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If a furloughed teacher refuses a recall position offered for which the furloughed teacher has proper certification and which position is equal to the same number of hours as the position from which the member was furloughed, the name will be stricken from the recall list. ~~Upon request,~~

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~~furloughed teachers will be placed on the day to day substitute teacher list in the areas of their certification, and compensated at the then current daily rate.~~

~~Employees who are furloughed shall be given the opportunity to substitute on a day-to-day basis in a Bargaining Unit position outside the area of their certification when a certified substitute cannot be secured by the District, providing that there is no violation of the Professional Personnel Certification and Staffing Policies and Guidelines of the Pennsylvania Department of Education, as may be amended.~~

No furloughed employee shall be prevented from engaging in another occupation during the period of furlough.

IX. JUST CAUSE

X. FAIR SHARE

XI. WAIVERS

XII. PREROGATIVES OF THE DISTRICT

XIII. GENERAL

SALARY SCHEDULES

Salary for all bargaining unit members shall be pursuant to salary schedules attached hereto. In addition to appropriate and timely column movement, each member of the bargaining unit shall move one step each year. An employee who is employed by the District for at least one half of the days students were in class the preceding year shall be credited with a full year of service. Such days need not be consecutive.

XIV. EFFECTIVE DATE AND SIGNATURE

THIS AGREEMENT is made and entered the day and year first written effective July 1, 2012 2016.

PALMERTON AREA SCHOOL DISTRICT:

District President Date Negotiation Chairperson Date

PALMERTON AREA EDUCATION ASSOCIATION:

President Date Nego Comm Member Date

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APPENDIX B - OTHER EMPLOYEE BENEFITS

1. **Life Insurance:** The District will provide for each member of the bargaining unit a term group life insurance policy insuring each member for accidental death, dismemberment, and life in the amount of \$50,000 for the term of this Agreement.
2. **Medical Insurance:** The District will provide, subject to a premium sharing and deductibles described in subparagraph (a), which shall be applicable to the plans set forth in paragraphs a and b below, for all coverages for all members of the bargaining unit and their dependents, the following health insurance plans:

(a) Blue Cross and Blue Shield, PPO medical insurance, or substantially equivalent coverage. The employee shall contribute, through twenty-six (26) annual biweekly payroll deductions, the following medical insurance premium sharing as follows:

	2012-13	2013-14	2014-15	2015-16
Single	\$22.50	\$26.50	\$30.50	\$30.50
Employee & Spouse/ Parent & Child	\$32.50	\$40.50	\$42.50	\$42.50
Family/Parent & Children	\$40.00	\$45.00	\$52.00	\$52.00

Premium sharing will be charged one (1) per family unit.

(b) The PPO health plan will have the following deductibles:

Deductible	2012-13	2013-14	2014-15	2015-16
In Network				
Preferred Provider	\$100.00/pp	\$200.00/pp	\$200.00/pp	\$200.00/pp
Cap per family	\$200.00	\$400.00	\$400.00	\$400.00
Out of Network				
Non-Preferred	\$400.00/pp	\$600.00/pp	\$600.00/pp	\$800.00/pp
Cap per family	\$800.00	\$1200.00	\$1200.00	\$1600.00

(c) Any premiums paid by the bargaining unit member who may be on disability or voluntary leave during the term of this Agreement shall be reimbursed therefore if said employee returns to the District and completes one additional full year of teaching duty.

(d) Bargaining unit members who retire after the effective day of this Agreement, may purchase the health care coverage that active bargaining unit members receive. These retirees are not guaranteed to receive the coverage provided by the District to them at their retirement date so that changes in coverage and changes in contribution provided to active employees will cause retiree coverage to change.

3. A bargaining unit member who is covered by the District health insurance plan and is willing to discontinue that coverage or a new employee who does not enroll in the District

health insurance plan shall receive an annual reimbursement of ~~\$3,2504.000.00~~, prorated per month. ~~Commencing in the 2014 school year through the end of this Agreement, the annual reimbursement buyout will be \$4,000.~~ In order to discontinue coverage, the bargaining unit member must notify the Business Office by the 15th of the month. The effective date of discontinuance for this benefit will be the first of the month following proper notification to the Business Office. Payment of cash in lieu of coverage shall be made at the end of June following the discontinuance period. Any bargaining unit member who discontinues this coverage may enroll/re-enroll in accordance with the policy of the existing health insurance carrier.

4. If an employee and his/her spouse work for the District, both employees shall be eligible for District health insurance coverage. However, this coverage shall be provided under the name of one spouse only, with the other spouse declining coverage and becoming covered as a dependent of their spouse.
5. Dependent children are eligible to be covered under only one District-employed parent.
6. **Dental Insurance:** The District will provide and pay full cost for all members of the bargaining unit and their dependents dental insurance in the Delta Dental Program with a \$1,750 cap.
7. **Prescriptions:** The District offers a standard three-tier prescription co-pay plan as follows:

	2012-13	2013-14	2014-15	2015-16
Generic	\$10	\$15.00	\$10.00	\$15.00
Formulary	\$20.00	\$25.00	\$25.00	\$25.00
Non-formulary	\$35.00	\$40.00	\$45.00	\$45.00

Mail order prescriptions for a 90-day supply of maintenance drugs co-pay is two (2) times the 30-day co-pay as stated above.

If a generic can be obtained at a lower rate, the employee should be able to pay that rate.

8. The District provides medical visits co-pay plan as follows:

	2012-13	2013-14	2014-15	2015-16
Doctor visit	\$10	\$15.00	\$15.00	\$15.00
Specialist visit	\$10.00	\$25.00	\$25.00	\$25.00
Urgent Care visit	\$20.00	\$30.00	\$30.00	\$30.00
Emergency Room visit	\$35.00	\$50.00	\$75.00	\$100.00

9. The school district will continue to provide an employee funded Section 125 Flexible Spending Plan.
10. **Dues Deduction:** The District will deduct from the salaries of its teachers, dues of the Palmerton Area Education Association, Pennsylvania State Education Association, and National Education Association or any one or a combination of such associations as said teacher voluntarily and individually authorizes the District to deduct. Dues deductions shall not under any circumstances include any contribution to a PAC.
- ~~11.~~ **Personal Leave Days:** Three (3) personal leave days for each school year covered under this agreement shall be provided for each member of the bargaining unit to be

used at the discretion of the employee and under the following conditions. These personal leave days are exclusive of all other leave days provided by law. Personal leave days will not be granted on District run in-service days, Act 80 days or during the first or last week of school, ~~and to extend a vacation and/or holiday.~~

11.

Unused personal leave days in any year may be carried over to the next year. Personal leave days may accumulate without limit, but no more than five (5) days may be used in any single year. In order for three (3) or more personal leave days to be used consecutively, application to the District must be made at least thirty (30) calendar days in advance.

Application for one (1) or two (2) personal leave days shall be made at least five (5) teacher days in advance. In the case of personal emergency, the five (5) day advance approval requirement may be waived by the Superintendent or designee. Not more than ten percent (10%) of the professional staff will be permitted to exercise this personal leave option at any given time.

At any time, a bargaining unit member may request that any number of accumulated personal days be converted to sick leave. Once such a request has been made, the days thus converted will remain as sick leave.

At the time of retirement, or at any other time when the option to use the days as personal leave no longer exists, any unused personal days will be added to the employee's accumulated sick leave.

Up to five (5) sick days per year may be used for family illness and family emergencies and will be charged against accrued sick leave.

12. **Bereavement:**

13. **Tuition Reimbursement:**

~~(d)~~ (d) A bargaining unit member, which term shall be deemed to include his/her estate in the event of death, shall not be subject to the aforesaid tuition reimbursement provisions due to his/her death, furlough, resignation due to disability, and/or compliance with any requirement of a leave of absence.

~~(e)~~ (e) The District will not be required to make payments for tuition reimbursements to any member of the bargaining unit who receives funds or scholarship grants from a third party for tuition. However, if said tuition funds or scholarship grants from a third party do not cover the District's percentage of the actual cost of tuition, the District will pay the difference.

~~(e)~~ (f) The bargaining unit agrees that the number of credits reimbursed is limited to nine (9) per year, which shall be defined as July 1 through June 30.

~~(f)~~ (g) A Master's degree is required to move to Master's and beyond. Master's Equivalency will be recognized only for current staff.

14. **Professional Services:** Members of the bargaining unit employed to perform professional services outside their normal assignment will be compensated as follows:

2013 – 2014	\$29	2016 – 2017	\$32.00 /hour
2014 – 2015	\$29	2017 – 2018	\$34.00 /hour
2015 – 2016	\$30	2018 – 2019	\$36.00 /hour

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15. **Travel Reimbursement: Long Term Illness:** If any member of the bargaining unit exhausts his/her current year's sick leave and his/her accumulated sick leave, the District will pay to such member while he/she is ill and provided that he/she is not on a sabbatical leave for illness, full pay per day for a total of ~~thirty (30)~~ forty (40) days for the term of this Agreement, noncumulative. Said pay to begin on the fourth (4th) day following the exhaustion of this current and accumulated sick leave.

~~17. **Retirement:** If a member of the bargaining unit submits his/her letter of retirement from the Palmerton Area School District thereby signifying his/her intention to take his/her monthly retirement benefits from the Public School Employee's Retirement Fund and/or the Social Security System, the District agrees to make a lump sum payment of \$1,000 with the last pay of June, provided, however, the member has a minimum of fifteen (15) years service to Palmerton Area School District. The member must take such action and the District must accept the resignation on or before January 31st of his/her final teaching year and he/she must complete that year.~~

~~(a) In the event of death of any retiring member of the bargaining unit prior to the end of the school term, the remaining amount due under this paragraph shall be paid to his/her estate.~~

~~This program expires at the conclusion of the 2014-2015 school year.~~

~~18.~~ 17. **Emergency Leave:**

~~19.~~ 18. **Retiree Benefits:** Any member of the bargaining unit shall be eligible for the following medical insurance benefit (a) through (d) OR be ~~compensated \$50 per day~~ awarded One Hundred Dollars (\$100.00) per day deposited into a 403(b) account for the total number of unused sick leave days upon retirement (retirement being defined by the Pennsylvania School Employees Retirement ~~District~~ System):

~~20.~~ 19. **Personnel File:**

21. 20. **Association Business:**

22. 21. **Change in Assignment:**

~~23.~~ 22. **Child Rearing Leave:** An employee shall be entitled to an unpaid leave of absence for the purpose of child-rearing in accordance with the following provisions:

(a) ~~A female employee who is informed by her physician that she is pregnant shall request her physician to inform the administration in writing of her anticipated date of delivery at the earliest time such a medical determination can be made. As soon as possible after the anticipated date of delivery is established, the~~ The employee shall request in writing when ~~he~~ he/she desires ~~his~~ his/her unpaid child-rearing leave of absence to commence and the anticipated termination date of the leave.

(b) An employee who incurs a medically recognized disability attributable to pregnancy prior to the time her anticipated leave of absence is to commence shall be eligible to utilize her accrued sick leave and additional sick leave granted under the provisions of Appendix B-16, if applicable, for as long as she is unable

to work as scheduled on account of the disability. In the event the disabled employee exhausted her sick leave and remains unable to return to work, she shall be placed on an unpaid leave of absence. A pregnant employee who utilizes sick leave for a certified disability will provide a medical statement from her physician certifying the existence of the disability and specifying the exact starting and ending dates of the period of disability.

- (c) ~~Notification~~(c) If not previously determined per subsection(a), above, notification of return to work following an unpaid leave shall be made in writing to the Superintendent or designee at least thirty days prior to the date of return. ~~Return to work following such an unpaid leave shall be at the start of a marking period and/or semester. A professional employee on disability leave may return sooner if her written request is approved by the Superintendent or designee at his/her sole discretion. In the event of a premature termination of the pregnancy, the employee may return to work earlier than originally requested if her written request is approved by the Superintendent or designee. The employee may return to work earlier than requested by providing written notice to the Superintendent or designee.~~
- (d) A male employee shall be entitled to unpaid leave of absence for the purpose of child-rearing so long as the period requested coincides with the same unpaid leave period which would be made available to a female employee.
- (e) The maximum amount of time for a child-rearing leave shall not exceed two (2) school semesters.
- (f) All periods of child-rearing leave shall be deemed leave without pay during which period sick leave and/or all other benefits will not accrue unless the employee elects to continue such benefits at his/her own expense. For additional benefits, refer to Appendix B-2(c).
- (g) Upon return to work from an unpaid leave of absence, the employee shall be assigned to his/her original position or a position of like status and compensation.
- (h) In order to move from one (1) step on the salary schedule to the next step, an employee must ~~work~~be employed by the District for at least one ~~(1) semester during an academic year. A semester for the purpose of advancement on the salary schedule shall be defined as one-half of the academic year but it days students were in class the preceding year. Such days need not consist of~~ consecutive ~~marking periods.~~
- (i) The District agrees to fully comply with the Family Medical Leave Act.

24.23. Surviving Spouse Benefits

~~25. Vision~~

~~District shall make available a plan for vision care satisfactory to PAEA. Such plan will be fully funded by employee payroll deduction under a qualifying Section 125 Plan.~~

APPENDIX D - GRIEVANCE PROCEDURE

To promote, to the highest possible degree, harmonious employer-employee relations, it is essential that procedures to resolve grievances under this Agreement be established and indeed such procedures are required by Act 195.

SECTION I: Parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a four (4) step process, which is described in the following paragraph and the table attached hereto.

Step I. The Association shall present the grievance, in writing, on forms prepared by the employer and attached to the contract, to the First Level Supervisor (appropriate administrator) within fifteen (15) teacher work days after its occurrence. The First Level Supervisor shall reply in writing to the Association within ten (10) teacher work days after initial presentation of the grievance.

Step II. If the action in Step I fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred to the Superintendent or designee in writing within five (5) teacher work days. The Superintendent or designee shall reply in writing to the Association within ten (10) teacher work days.

Step III. If the action in Step II fails to resolve the grievance to the satisfaction of the Association, the Association shall pursue one of the following options:

A. the grievance shall be referred to the Board of Education through the Secretary of the Board, in writing, within five (5) teacher work days and the School Board shall reply at the next official regularly scheduled monthly Board meeting on said grievance, providing the Board has at least ten (10) teacher work days' notice of the grievance prior to the meeting. Notification of the Board's decision will be provided, in writing, to the Association within fifteen (15) teacher work days of the completion of the hearing. OR

B. the Association shall make written request to the Pennsylvania Bureau of Mediation to participate in the Department's voluntary grievance mediation process. Once notification is sent, all timelines shall be held in abeyance until finalization of that process.

Step IV. If the action in Step III fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195. Notice of appeal to arbitration shall be given, in writing, to the Board within ten (10) teacher work days by the Association. Attorney's representing the Association and District shall mutually agree on the selection of an arbitrator. If parties cannot agree, they shall immediately notify the Bureau of Mediation. The Bureau of Mediation shall then submit the names of seven (7) arbitrators. Each party beginning with the Board shall alternately strike a name until one (1) name remains, the person remaining shall be the arbitrator. The arbitrator, in making a decision as to the merits of the grievance, shall not add to, or modify in any way, the terms

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and conditions of the contract under which the grievance was instituted.

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SECTION II: The costs of arbitration shall be shared equally by the parties. Costs involved in preparation for arbitration shall be borne by the respective parties.

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SECTION III: If the employer or the Association at any step fails to render its decision within the time periods established, the Association may advance the grievance to the next step of the Grievance Procedure.

SECTION IV: In the event a grievance is filed at such time that it cannot be processed through all the stages in the grievance procedure by the end of the school year, the time limits set forth herein shall be adhered to throughout the recess. Teacher work days are defined as those days Monday through Friday.

APPENDIX E

HEALTH CARE INSURANCE POLICIES

COPIES OF THE HEALTH CARE INSURANCE POLICIES
~~ARE AVAILABLE IN THE BUSINESS OFFICE~~
ARE IN THE BUSINESS OFFICE AND HAVE BEEN INITIALED AND DATED BY BOTH PARTIES TO INSURE MUTUAL UNDERSTANDING, WITH SAID POLICIES AND PROVIDERS REMAINING IN FULL FORCE AND EFFECT UNTIL MODIFIED BY SUCCESSOR AGREEMENT

APPENDIX F

DELTA DENTAL INSURANCE

COPIES OF THE ~~DELTA~~ DELTA DENTAL INSURANCE POLICIES
~~ARE AVAILABLE IN THE BUSINESS OFFICE~~
ARE IN THE BUSINESS OFFICE AND HAVE BEEN INITIALED AND DATED BY BOTH PARTIES TO INSURE MUTUAL UNDERSTANDING, WITH SAID POLICIES AND PROVIDERS REMAINING IN FULL FORCE AND EFFECT UNTIL MODIFIED BY SUCCESSOR AGREEMENT