

**AGREEMENT
BETWEEN
LUZERNE INTERMEDIATE UNIT 18
AND LUZERNE INTERMEDIATE UNIT 18
EDUCATIONAL SUPPORT PROFESSIONALS' ASSOCIATION**

2005-2010

I - AGREEMENT

THIS AGREEMENT, made and executed this 20th day of December, 2006, by and between LUZERNE INTERMEDIATE UNIT, an Intermediate Unit organized and existing under the laws of the Commonwealth of Pennsylvania, party of the first part, hereinafter called the BOARD.

AND

LUZERNE INTERMEDIATE UNIT EDUCATIONAL SUPPORT PROFESSIONALS' ASSOCIATION, ESPA/PSEA/NEA, being an association of educational support employees of the Intermediate Unit, party of the second part, hereinafter called the ASSOCIATION.

WHEREAS, in accordance with the Pennsylvania Public Employee Relations Act of 1970, the educational support employees of the Intermediate Unit have organized and entered into negotiations with the Intermediate Unit and enter this written Agreement to evidence agreement reached at such negotiations and to establish mutual rights and obligations of the parties hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH;

The parties hereto do hereby agree as follows to wit:

II - RECOGNITION

The Luzerne Intermediate Unit Educational Support Professionals' Association, ESPA/PSEA/NEA, called the Association, is hereby recognized by the Luzerne Intermediate Unit Board, hereinafter called the Board, as the bargaining agent for the Luzerne Intermediate Unit Educational Support Professionals' Association, ESPA/PSEA/NEA, hereinafter called the bargaining unit, and for the employees properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195) of 1970 and Act 88 of 1992 providing for collective bargaining for public employees.

Both parties 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.

II - RECOGNITION

The ASSOCIATION is recognized as the exclusive bargaining agent of employees of the Intermediate Unit 18 having the following classifications:

1. Data / Office I, II, III
2. Para-educator I, II, III
3. Transportation Coordinator
4. Van Driver
5. Custodial / Maintenance
6. Technology / Material Assistant I, II, III

III - PRINCIPLES

A. Rights of Minorities and Individuals

This contract is in addition to the legal rights inherent in the State School Code, Act 195, and Act 88 of 1992, and in the state and federal laws, rulings and regulations affecting personnel.

B. Personal Life

The personal life of an employee is not an appropriate concern or attention of the Board.

C. Citizenship

Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.

D. The Luzerne Intermediate Unit #18 extends equal opportunities to all individuals without discrimination because of race, creed, color, sex, age, national origin or handicap.

IV - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiating Team

The Board, or designated representative(s) of the Board, with the Executive Director serving as an advisor, will meet with representative(s) designated by the Association for the purpose of negotiations and reaching mutually satisfactory agreements.

The Board negotiator shall have authority from the Board to make tentative agreements on all substantive matters subject to final approval by the Board, and the Association shall have similar authority as far as the Association membership is concerned.

IV - PROCEDURES FOR CONDUCTING NEGOTIATIONS

In the event that negotiations and/or fact-finding meetings are called by the state mediator and/or fact-finder during the working day, the members (max. 3) of the association negotiating team will be granted release time without loss of pay and/or benefits.

In addition, whenever any representative of the Association, or any support service personnel, at the request of the Administration, participates during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss of pay/benefits.

B. Exchange of Information

Both parties and/or the Executive Director shall furnish each other, upon written request, available information pertinent to the issue(s) under consideration.

In addition the Board agrees to provide the Association's Secretary with a list of all new educational support professionals' employees, addresses and school placement and any resignations or leaves of absence of educational support professionals' employees within fifteen (15) calendar days from the official action of the Board at a regularly scheduled Board meeting.

C. Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the press. Where secrecy would violate the right to know laws and other times either party feels it absolutely necessary to do so, release may be given provided that the party making the release notify the other party in advance. At the time of impasse this provision is nullified.

D. Printing of Ratified Agreement

The Board shall type all required and needed copies of the ratified Agreement booklet within thirty (30) calendar days after ratification and print the Agreement booklet within ninety (90) calendar days of the ratified Agreement.

V - NEGOTIATIONS OF A SUCCESSOR AGREEMENT

A. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Whenever possible all transfers of employees shall be made known to the employees no later than five (5) weeks before transfer occurs.

VI - TRANSFER OF ALL EMPLOYEES

B. Request for Transfer

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer to a different building or position shall be made in writing, to the Executive Director.

The application shall set forth the reasons for transfer, the school or position sought, and the applicant's qualifications. If it is possible, the request will be honored upon the sole approval of the Executive Director.

C. Vacancies

The Board agrees to consider its own staff to fill all vacancies.

VII - POSTING

Posting of Positions

All full-time permanent positions either newly created, currently vacant, or anticipated to be vacant shall be posted by direct mail to all Intermediate Unit #18 support professionals' employees. The following procedures will be followed in filling positions:

1. The posting will include the type of position, its location, and what special qualifications are needed to fill said positions.
2. All postings shall occur no later than ten (10) calendar days after administrative knowledge of the vacancy or the first Board meeting held following notification to the administration/Unit that the position will be vacant or created. Postings shall be posted for a period of ten (10) days after which a placement determination will be made.
3. The posting of vacancies will be made on an ongoing basis as they arise and are made known to the LIU-18 Administration, and in accordance with subsection 2, above. All such vacancies will be identified as temporary vacancies or vacant positions.
4. A temporary vacancy is one that becomes vacant when a member of the bargaining unit is on Board-approved leave of absence or on extended sick leave to which bargaining unit member(s) has a right to return. For classroom positions, only those temporary vacancies which begin and end with the school year will be posted and filled, up to the end of the second work week in September, by bargaining unit members. Thereafter, all temporary vacancies for classroom positions beginning after the end of the second work week in September and ending during the school year, or at its close, will not be posted and will be filled by substitutes. A bargaining unit member who successfully bids on a temporary vacancy, as described above, will not have the automatic right to go back to his/her former position(s) unless it becomes vacant and is posted in the future. It is understood that after the posting of all temporary vacancies and subsequent vacancies, which are a result thereof, are posted and filled, a substitute may be hired in a vacant position which is being held for a bargaining unit member on leave or for the bargaining unit member filling the temporary vacancy.

VII - POSTING

Posting of Positions

5. An employee who transfers from one job assignment to another must prove his/her ability to perform the functions, duties and responsibilities of the job to the satisfaction of the IU. The IU may return an employee to their former job position at any time during a thirty (30) day trial period. Likewise, in the thirty (30) day period, a transferred employee may request, in writing, to be returned to their former position. In both cases, the return shall be granted without penalty.
6. Newly-created or vacant positions (defined as not being vacant as a result of a temporary leave) will be posted as they arise throughout the contract period. In the event a newly-created classroom position or a classroom vacancy is declared and posted after the second work week in September, the bargaining unit member who successfully bids on the position will have the newly-created or vacant classroom position held for her/him until the beginning of the following school year. During the interim period, the posted position will be filled by a substitute. In the event the position which is being held no longer exists in the new school year, then the successful bidder will have the option of maintaining her/his previous position, or bidding on any new position that arises at that time. All such vacancies that arise and are posted prior to the end of the second work week in September will be filled on or before that date by the successful bidder.
7. In the event that the number of vacancies exceeds five by the end of the second week of August, the Unit and the Association will hold a Bid Day to fill all vacancies prior to the second work week in September.
8. Non-classroom temporary or permanent vacancies shall be filled in accordance with subsections 1-3 and 8 of this Article.
9. All temporary vacancies or vacant positions that are posted will be filled by bargaining unit members solely on the basis of seniority. However, in the event a position is classified as Data / Office III or Tech III, then the candidate with the best qualifications will receive the position. In the event qualifications are equal, then the bargaining unit member with the greatest seniority will receive the position.

VIII - MATERNITY/CHILD REARING LEAVE POLICY

- A. A maternity/child rearing leave policy is hereby established under authority of law and in conformity with the Human Relations Commission and the Equal Employment Opportunity Commission regulations.

A leave of absence, without pay, will be granted for maternity/child rearing purposes to all eligible employees for a reasonable period of time.

Period of Leave: The date of beginning and of termination of this leave shall be at the election of the employee. It shall not exceed one year unless by special permission of the Board after consideration of the circumstances. The employee shall provide written notice listing the commencement date of the maternity leave to the Executive Director at least thirty (30) calendar days prior to the beginning of the maternity leave. Three (3) weeks' notice shall be given by the employee prior to returning to work. The Board will not unreasonably deny the request for an additional year of leave.

VIII - MATERNITY/CHILD REARING LEAVE POLICY

Eligibility: Any employee of the Intermediate Unit shall be eligible for this leave on the basis of either pregnancy of the natural mother or immediate adoption of a child by the employee.

Benefits While on Leave: No salary shall be paid said employee nor shall pension rights accrue during the period of leave. While on maternity/child rearing leave as herein defined, the employee is entitled to sick leave according to the guidelines of the Equal Employment Opportunity Commission Part 1604.10 issued under the Civil Rights Act of 1964.

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

B. The Family Medical Leave Act of 1993: Requires covered employers to provide up to twelve (12) weeks of unpaid job protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1250 hours over the previous twelve (12) months.

Reasons for Taking Leave: Unpaid leave shall be granted for any of the following reasons:

To care for the employee's child after birth, or placement for adoption or foster care;

To care for the employee's spouse, son, daughter, or parent who has a serious health condition; or

For a serious health condition that makes the employee unable to perform the employee's job;

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

The employee ordinarily must provide thirty (30) days advance notice when the leave is "*foreseeable*".

The employer may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection: For the duration of FMLA leave, the employer shall maintain the employee's health coverage under the group health plan.

Upon return from FMLA leave, the employee shall be restored to his/her original or equivalent position with equivalent pay, benefits and other terms and conditions of employment.

The use of FMLA leave shall not result in the loss of any employment benefit that accrued to the start of the employee's leave.

IX - MILITARY LEAVE

A. Military Leave Policy

- (a) Any employee, who shall have been regularly employed by the Luzerne Intermediate Unit #18 for any period, and who shall volunteer for military service in the armed forces of the United States of America in time of war or during a state of national emergency or who shall be inducted for military service in the Armed Forces of the United States of America at any time, shall within thirty (30) days after the receipt of notice to report to duty, send a copy of such notice to the executive director of the Intermediate unit by which he is employed. (Sub-section (a) amended March 20, 1956, P. L. 1309).
- (b) The secretary of the board shall verify the information contained in the notice from any employee concerning selection of induction into military or naval services, and, upon verification of such facts, shall record the same in the records of the board and send notice thereof to said employee.
- (c) Without further action by the board of school directors, the employee inducted into military or naval service shall forthwith be considered to be upon leave of absence for the entire duration of such service. All rights and privileges shall be reserved to such employee as if he continued in the service of said board: provided, that no such leave of absence shall be granted unless said employee shall in writing agree upon termination of the said leave on return to employment in said Intermediate Unit for a period of not less than one year.

B. Reinstatement in Former Intermediate Unit Position

Upon termination of the military service of such an employee, the board shall immediately return said employee to the same position in the same school or schools, from which said employee was granted leave of absence, or, if this is impracticable in the opinion of the board, then to a similar position. (Amended March 20, 1965, P. L. 1309).

C. Rights Preserved During Leave of Absence

- (a) Wherever a contract is required by law and whenever a contract actually exists between the board and the employee, the same shall be considered to continue in full force and effect during said leave of absence.
- (b) Increments shall not be abated during said leave of absence, but shall continue to accrue to such employee.
- (c) The Intermediate Unit shall pay into the Public School Employees' Retirement Fund on behalf of each employee, in addition, to the contributions required by law to be made by it, the full amount of the contribution required by law to be paid by the employee, so that such employee's retirement rights shall in no way be affected by such leave of absence.

IX - MILITARY LEAVE

C. Rights Preserved During Leave of Absence

If such employee resigns, or fails to return to his employment as provided in this Act, the amount contributed by the IU under this sub-section shall be deducted from the refund payable to such employee under existing law, and the amount so deducted shall be refunded to the IU by which it was paid. If any such employee shall return within one year from the date of his discharge from military service to school service in any other school district within the Commonwealth, or as an employee of any institution or board, the employees of which are entitled to membership in the Public School Employees' Retirement Association in accordance with the provisions of this act, approved the eighteenth (18) day of July, one thousand nine hundred seventy (Pamphlet Laws 1043), as amended, he shall be entitled to have full credit for each year he spent in military or naval service upon his restoring to the Public Employee's Retirement Fund, to the credit of the annuity savings account, his total accumulated deductions in the amount they should have been at the time he resigned from, or failed to return to, the school district from which he entered military or naval service. Such back payments may either be paid in a lump sum or by such monthly payroll deductions as may be approved by the Public School Employee's Retirement Board.

- (d) The period of said leave of absence shall be considered as service to the board in the matter of seniority rights and credit toward the time necessary for all applicable leaves.

X - PAYMENT OF SALARIES IN CASES OF SICKNESS, INJURY OR DEATH

- A. In any school year, whenever an educational support professionals' employee is prevented by illness or accidental injury or death from following his or her occupation, the Board shall pay to said employee or estate for each day of absence the full salary to which the employee was entitled as if said employee were actually engaged in the performance of duty for a period of twelve (12) days for 12 month employees and a period of ten (10) days for 10 month employees. Sick days must be taken in one-half (1/2) day increments.

Any such unused leave shall be cumulative from year to year in the Luzerne Intermediate Unit of current employment, without limitations. All or any part of such accumulated unused leave may be taken with full pay in any one or more school years. No employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.

The Board of School Directors shall require the employee to furnish a certificate from a physician or other practitioner certifying that said employee was unable to perform his or her duties during the period (three (3) consecutive days) of absences at any one time for which compensation is required to be paid under this section.

A member of the bargaining unit who is unable to perform their services because of a personal illness and has exhausted all sick leave available shall be granted a leave of absence without pay for a period of one (1) year with any additional leave to be at the discretion of the board.

X - PAYMENT OF SALARIES IN CASES OF SICKNESS, INJURY OR DEATH

The Board agrees that absences due to injuries or contraction of occupational diseases, i.e., mumps, scarlet fever, measles, hepatitis, chicken pox, contagious conjunctivitis (pink eye), impetigo cantagiosa, pediculosis capitis (head lice), scabies, tonsillitis, trachoma or favus, in the course of the Teacher Associate's employment shall not be charged against the Teacher Associate's sick leave days. The above days will be charged against the sick leave bank and subject to the rules and regulations of same.

B. Sick Leave Incentive Payment

Any employee who uses no sick days during the course of any contract year (July 1 to June 30) shall receive One Hundred Fifty Dollars (\$150) incentive. Such amount will be payable to said employee in a separate check no later than August 31 of each year.

C. Bereavement Leave

Whenever an educational support professionals' employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction of salary of said employee for an absence not in excess of three school days. The board of school directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, husband, wife, son, daughter, parent-in-law or near relative who resides in the same household, or any person with whom the employee is residing at the time of death.

Whenever an educational support professionals' employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The board of school directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law. (Amended December 22, 1965, P. L. 1180).

All compensation required to be paid under the provisions of this act shall be paid to the employee in the same manner and at the same time said employee would have received his salary if actually engaged in the performance of his duties.

Any board of school directors may adopt rules or regulations pertaining to the payment of salaries of employees when absent from duty, extending the period of leave with or without pay in excess of that herein provided, or authorizing leaves with pay or other purposes. The act is not intended to repeal any rule or regulations of any board of school directors not in effect which does provide for such additional compensation or additional period of leave with pay. (Amended December 22, 1965, P. L. 1180).

XI - ASSOCIATION DAYS

A. Association Days

The President and/or the representatives of the Association shall be permitted release time with pay to attend a maximum of eighteen (18) man days annually to be used for NEA and/or PSEA affiliated meetings, and/or LIU-#18 ESPA business per school year. Whenever possible, the Association shall provide the Board with ten (10) days written notice of Association Day(s) utilization.

B. Any days beyond eighteen (18) may be granted at the discretion of the Executive Director.

C. Association Official Leave

Upon written request, a leave of absence shall be granted at the sole discretion of the Board to any employee in the bargaining unit for the purpose of serving in an association elective office at the state or national level. Such leave shall be for a period of time not less than the full term of the office held. Said leave of absence may be terminated at any time by the employee upon written notification to the employer.

If possible, upon expiration or termination of leave, the employee shall be returned to the same position in the same building as that held previously. The employee shall be placed on the salary schedule at the step which would have been appropriate had such leave never been taken. All other rights and benefits shall be restored to the employee as fully as if such leave had never been taken.

Seniority shall accrue during the period of leave.

XII - PERSONAL DAYS

Each ten (10) month employee will receive three (3) unrestricted personal days. Each twelve (12) month employee will receive four (4) unrestricted personal days. Whenever possible, prior notice of 24 hours shall be given.

All unused personal days at the end of the fiscal year will be converted to the respective employee's unused accumulated sick leave for the following year.

XIII - EDUCATIONAL SUPPORT PROFESSIONALS' PROVISIONS

A. Payment of Fringe Benefits

All fringe benefits, including retirement payment, hospitalization, insurance, etc., shall not be paid by the Luzerne Intermediate Unit Board during such time as an employee is on maternity leave or any unpaid leave of absence. Employees may continue any or all such benefits by remitting the cost of such benefits to the Board on a prepay basis. Payments must be received by the Luzerne Intermediate Unit Board prior to due date of such payment.

B. Personnel Records

The Board shall keep all pertinent personnel records, including health records, in the Intermediate Unit 18 office. An individual's file will be available for his or her inspection. Each employee shall initial his record when he/she reviews his/her file. The individual shall have the opportunity to prepare a response which will be initialed by the Executive Director and attached to the individual's file.

C. Vacations

All twelve (12) month employees will be provided with a paid vacation in accordance with the following schedule: an employee having less than one (1) year of service with the Intermediate Unit will receive one (1) day of vacation for every five (5) weeks worked. Employees having one (1) year of service will receive two (2) weeks (10 days) vacation. Employees having five (5) years of service will receive three (3) weeks (15 days) vacation. Having completed the sixth year, the employee will receive sixteen (16) days vacation; the seventh year, seventeen (17) days vacation; the eighth year, eighteen (18) days vacation; the ninth year, nineteen (19) days vacation. Any employee having completed ten (10) years of service will receive four (4) weeks (20 days) vacation. The same procedure will be followed for the duration of this contract.

Vacation time may be taken at any time of the year with the approval of the Program Director. Vacation will be approved on the basis of seniority.

The exception to this will be as follows: Paid vacation cannot be taken during the last full week of June or during the last full week of August. The Executive Director or his designee may approve paid vacation during this period upon written request from the employee.

D. Jury Duty

An employee who is selected for jury duty shall be compensated at his or her per diem rate, less the amount received for regular jury duty.

XIII - EDUCATIONAL SUPPORT PROFESSIONALS' PROVISIONS

E. Reimbursement for Travel Expenses

Employees required in the course of their work and approved by their supervisor to drive personal automobiles as part of their employment should receive reimbursement at the IRS allowable rate. The amount covers all cost incidental to travel including parking fees, auto insurance and any other cost of such travel. Any employee requesting travel expenses shall furnish to the Business Manager proof of automobile insurance liability coverage in the amount of \$100,000 per occurrence.

F. Just Cause

No employee shall be reduced in rank or compensation without just cause. All information forming the basis for such action will be made available to the employee(s) and the Association.

G. Fringe Benefits

Any fringe benefits currently being enjoyed under this contract will continue in effect and force and will increase in the same manner as negotiated in the current Professional Contract (Professional Special Education Teachers).

Include the following for employees only:

1. Pennsylvania Blue Shield dental riders of:

Prosthesis	- 50%
Periodontia	- 50%
Orthodontia	- 50%

The Blue Shield dental insurance will be equal to the dental benefits as provided by the contributing districts. This coverage is consistent with the benefits in the IU 18 Professional Personnel Contract.

H. Required Meetings or Hearings

Whenever an employee is required to appear before the Executive Director, Board or any committee or member thereof concerning an employee's reduction in rank or compensation or dismissal, then he/she shall be given prior written notice of the reason for such meeting and shall be entitled to have a representative of the Association and/or legal counsel present during such meeting.

XIII - EDUCATIONAL SUPPORT PROFESSIONALS' PROVISIONS

I. Unemployment Compensation

All employees will be covered by the unemployment compensation law of the Commonwealth of Pennsylvania by the participation of the school board in the Unemployment Compensation Fund as prescribed by state and federal laws and regulations.

J. Employee Ratings

If an employee is rated or evaluated, he/she shall be rated or evaluated as being satisfactory or unsatisfactory. In the event an evaluation is less than satisfactory, it must be accompanied by written specific recommendations for improvement with a commitment for direct assistance in implementing such recommendation by the evaluator.

Employees shall be given a copy of any evaluation report prepared by the evaluator. A mutually agreeable conference date and time to discuss the report will be scheduled as soon as possible. The employee shall have the right to submit a written response to the evaluation, which shall be attached to the file copy.

K. Driver Reimbursement

Drivers shall be reimbursed for any C.D.L. costs to maintain their licenses and shall also be reimbursed for any courses required to maintain their licenses to transport under employment for the Luzerne Intermediate Unit #18.

XIV - EMPLOYEE NOTIFICATION

- A. The Intermediate Unit 18 Board shall notify each employee in writing within thirty (30) calendar days after the ratified agreement of the following:
1. Salary for the following year;
 2. List of accumulated sick days up to the end of that school year.
- B. Board approved minutes shall be mailed to the ESPA Luzerne I. U. 18 president within fourteen (14) calendar days of I. U. 18 Board meetings.

XV - PUBLIC RECORDS

Public records shall be made available in total for inspection at the Luzerne Intermediate Unit administrative office at a time mutually convenient to both parties and the Luzerne Intermediate Unit Board of School Directors shall supply photostatic copies to the Association of those portions which deal exclusively with personnel.

XVI - INSURANCE, HOSPITALIZATION AND RETIREMENT

The Intermediate Unit 18 Board will pay full yearly coverage on all benefits as described below for all employees:

- A. A Fifty Thousand Dollar (\$50,000) term Life and Accidental Death and Dismemberment Policy for 1999-2005.
- B. Blue Cross - 365 Day coverage (for hospital charges) and Blue Shield 100 (for doctor's charges) - Major Medical \$100 deductible, increase life-time maximum to \$1,000,000 Major Medical Co-insurance change to 80% - 20% to first \$2,000, 100% payment from \$2,000 to \$1,000,000.

Increase the current Blue Cross/Blue Shield coverage to include their dependent full-time students to age 23. The number of family deductibles is to be reduced from the current number of three (3) family deductibles to that of one (1) under the current Blue Shield Major Medical policy, effective January 1, 1981. Add chiropractic procedures to current Blue Shield and Major Medical coverage.

- 1. Any employee hired on or after the effective date of this agreement will receive individual health, dental and vision coverage. If the employee wishes to apply for a plan to cover their spouse and/or children, they will be responsible for the difference in premium between the individual plan and the plan selected. At the end of the three (3) year period, the employee is eligible for dependent coverage as enumerated above.
- C. A basic Blue Cross dental care plan for service employees and dependents.
- D. A Blue Cross/Blue Shield Vision program will be provided for each employee and his or her dependents. The current Blue Shield Vision Care program will be improved to include coverage to students to age 23 and the following increase in payment schedule:

Contact lenses when medically necessary - hard / \$150, soft / \$200. When not medically necessary - \$50.

- E. Upon retirement an employee will be paid Fifteen Dollars (\$15) per day to a maximum of One Hundred (100) days of unused sick leave.

Early Retirement Incentive Policy

- 1. Any full-time employee who is eligible for early or normal retirement under the Public Employees' Retirement System and/or State Employment Retirement System and who has completed a minimum of ten (10) years of employment with the Luzerne Intermediate Unit 18 shall be eligible for the following retirement incentive program:

XVI - INSURANCE, HOSPITALIZATION AND RETIREMENT

F. Early Retirement Incentive Policy

2. Upon retirement eligible educational support employees shall receive an incentive payment based on the employee's years of service at the time of retirement and calculated as a percentage of their last full year's salary, not including any incentives or salary for co-curricular positions, according to the table below:

<u>YEARS OF SERVICE</u>						<u>Incentive</u>
<u>04-05</u>	<u>05-06</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>% of Last</u>
<u>Now</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Years Salary</u>
<u>25-30</u>	<u>25-29</u>	<u>25-28</u>	<u>25-27</u>	<u>25-26</u>	<u>25</u>	<u>75</u>
<u>31</u>	<u>30</u>	<u>29</u>	<u>28</u>	<u>27</u>	<u>26</u>	<u>74</u>
<u>32</u>	<u>31</u>	<u>30</u>	<u>29</u>	<u>28</u>	<u>27</u>	<u>73</u>
<u>33</u>	<u>32</u>	<u>31</u>	<u>30</u>	<u>29</u>	<u>28</u>	<u>72</u>
<u>34</u>	<u>33</u>	<u>32</u>	<u>31</u>	<u>30</u>	<u>29</u>	<u>71</u>
<u>35</u>	<u>34</u>	<u>33</u>	<u>32</u>	<u>31</u>	<u>30</u>	<u>70</u>
<u>36</u>	<u>35</u>	<u>34</u>	<u>33</u>	<u>32</u>	<u>31</u>	<u>69</u>
<u>37</u>	<u>36</u>	<u>35</u>	<u>34</u>	<u>33</u>	<u>32</u>	<u>67</u>
<u>38</u>	<u>37</u>	<u>36</u>	<u>35</u>	<u>34</u>	<u>33</u>	<u>65</u>
<u>39</u>	<u>38</u>	<u>37</u>	<u>36</u>	<u>35</u>	<u>34</u>	<u>63</u>
<u>40</u>	<u>39</u>	<u>38</u>	<u>37</u>	<u>36</u>	<u>35-36</u>	<u>61</u>
<u>41</u>	<u>40</u>	<u>39</u>	<u>38</u>	<u>37-38</u>		<u>49</u>
<u>42</u>	<u>41</u>	<u>40</u>	<u>39-40</u>			<u>42</u>
<u>43</u>	<u>42</u>	<u>41-42</u>				<u>34</u>
<u>44</u>	<u>43-44</u>					<u>25</u>
<u>45</u>						<u>15</u>

XVI - INSURANCE, HOSPITALIZATION AND RETIREMENT

F. Early Retirement Incentive Policy

3. Retiring employees will receive their incentive payments in three (3) equal installments payable before January 31 of each year after retirement. If the retiring employee should die in the year of retirement and/or during the payment period, the incentive payment shall be paid to the employee's designated PSERS beneficiary.

4. The retiring employee shall continue to receive the health insurance benefits provided in the contract between the Luzerne Intermediate Unit 18 and the Luzerne Intermediate Unit 18 Educational Support Professionals' Association until the employee attains the age of sixty-five (65) or becomes eligible for Medicare, whichever is sooner, providing the insurance carrier permits retired employees to be included in the group policy.

All retirees, new and existing, if they qualify for reimbursement, shall pay the first one hundred dollars (\$100) per month \$1200 per year of the premium towards the cost of the health insurance on retirement provided herein as a condition of continued receipt of the health insurance benefit on retirement. Should the state or this Retirement System change the amount of dollars contributed toward retirees' health insurance benefits, the new dollar amount will be calculated in this formula for payment to the Board. The clear intent of this language is to have full paid health benefits for retirees offset by the reimbursable amount received by the qualifying retiree.

5. Employees wishing to take advantage of the Early Retirement Incentive program must notify the Executive Director in writing of their intention by April 1st of the year before they are to retire. The Intermediate Unit 18 may limit the number of employees receiving the Early Retirement Incentive in any one year, based on budget constraints, in which case, applicants with the greatest amount of seniority within the Intermediate Unit 18 will be granted the retirement incentive.

XVI - INSURANCE, HOSPITALIZATION AND RETIREMENT

G. Sick Leave Bank

A total pool of forty-five (45) days per fiscal year for HIGHLY UNUSUAL AND EXTENDED illness of educational support professionals' is to be determined and reviewed by a committee composed of the Executive Director, the President and the Secretary of the Luzerne Intermediate Unit Board of School Directors and the President and the Secretary of the Educational Support Professionals' Association. Any such unused sick leave from the forty-five (45) days per fiscal year shall be cumulative from one fiscal year to another fiscal year in the Luzerne Intermediate

Unit provided that the sick leave bank shall never exceed ninety (90) days at the beginning of any fiscal year including the forty-five (45) days allowed for the beginning of the fiscal year upon which prior unused sick leave has been accumulated. In the event of natural disaster, epidemic or act of God, the Executive Director may extend the sick leave days at his sole discretion.

H. Payment of Medical Benefits/Unpaid Leave

Any member of the bargaining unit who receives an unpaid leave of absence in order to be eligible for the payment of any or all medical benefits must work or receive credit for (vacation, sick days, personal day) a minimum of five (5) days in any particular month. The only exception to the above will be in the event the schools are not in session or due to circumstances beyond the control of the Intermediate Unit or contributing school districts. This article will not be used as a basis to deny a member of the bargaining unit an unpaid leave as requested.

I. Benefit Waiver Policy

1. All eligible full-time employees of the bargaining unit may reduce or waive coverage for hospitalization, medical-surgical, major medical, dental and vision insurance coverages offered in four (4) available combinations.
 - A. Hospitalization, medical-surgical, major medical, dental & vision.
 - B. Hospitalization, medical-surgical, major medical.
 - C. Dental.
 - D. Vision.
2. All eligible full-time employees of the bargaining unit waiving health insurance benefits will be reimbursed thirty-five percent (35%) of the premium cost of the affected coverage.
3. To exercise waiver of benefits, an employee must submit a completed Request For Employees Benefits Waiver to the Business Office for review and approval. The waiver must be submitted no later than May 15th for implementation in the proceeding school year.
4. The benefit waiver period begins July 1st of each school year and terminates June 30th of the proceeding year.

XVI - INSURANCE, HOSPITALIZATION AND RETIREMENT

I. Benefit Waiver Policy

5. Payment to the employee for waiver of health benefits will be made on December 1st and on June 1st of the same school year. Payment will be separate from the employee's base pay. Employees hired after July 1st of the school year, and who elect to waive health benefits, will receive a pro-rated reimbursement for the period.
6. The request to waiver health benefits will be ongoing unless discontinued by the employee. Such discontinuance must be done at the end of each benefit period (June 30th) unless discontinued earlier for emergency situations as listed below.
7. Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the Business Office. Reinstatement of the affected benefits will occur on the first day of the month proceeding the date of approval. Payment for the waived period of benefits will be pro-rated.
8. An emergency is defined as an unforeseen change in an individual's circumstances.
9. In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health insurance benefits provided to all other Bargaining Unit employees.
10. In no event will the waiver policy be used to circumvent any rights an employee or their dependent may have under any state and/or federal rules, regulations, or law.
11. To be eligible for this benefit, the employee must be enrolled in the LIU benefit plan as of September 1, 2005, or thereafter.

J. Health Insurance Re-opener:

In the event that seven (7) of the twelve (12) school districts comprising the LIU are successful in negotiating with their respective education support professionals' employee bargaining units a form of "*premium cost sharing*" towards the purchase of health insurance similar to or better than such benefits received by the Luzerne Intermediate Unit Education Support Professionals' Association bargaining unit member, said bargaining unit members shall be obligate to pay an amount which would occur, then and only then will the parties to this agreement reconvene to determine the "*appropriate amount*" of cost sharing for those receiving health insurance coverage. In the event the parties to this agreement cannot agree on what is the "*appropriate amount*" within sixty (60) work days from the beginning of said negotiations, then either party can have the matter referred to "*last best offer*" arbitration under the rules and regulations of the Pennsylvania Bureau of Mediation. It is expressly understood that the decision of the Arbitration is "*final and binding*" on both parties.

XVII - GRIEVANCE PROCEDURE

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

The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described herewith.

A. Definitions

A grievance is a claim by any educational support professionals' employee or group of educational support professionals' employees of the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.

Level One - Information discussed with the immediate supervisor.

Level Two - If the action in Level One fails to resolve the grievance, the grievant may invoke the formal grievance procedure on the form in Appendix C. If the grievance involves more than one employee in more than one building, it may be filed with the Executive Director or a representative designated by him.

Level Three - Within five (5) school or work days of the receipt of the grievance, the Program Director shall meet with three (3) members of the Executive Committee of the Association and the grievant in an effort to resolve the grievance. The Program Director shall indicate his disposition within five (5) school or work days of such meeting. A copy of this disposition shall be furnished to the President of the Association and the grievant after the regular school or work day.

Level Four - If the action in Level Three fails, or if no disposition has been made within five (5) work or school days of such meeting, the grievance shall be transmitted to the Executive Director. Within five (5) work days, the Executive Director or his designee shall meet with the Executive Committee of the Association and shall indicate his disposition of the grievance in writing within five (5) work days of such meeting. A copy of the disposition shall be furnished to the President of the Association and the grievant.

Level Five - If the action in Level Four fails to resolve the grievance, the grievant shall transmit the grievance through the Association to the Intermediate Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter, with or without a hearing. A copy of the disposition shall be furnished to the President of the Association and the grievant.

Level Six - If the action in Level Five fails to resolve the grievance, the Association may submit the grievance to binding arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the Bureau of Mediation in accordance with Act 195, Article IX, Section 903.

The time limits in this procedure shall be observed but may be extended by written agreement by the parties. In the event a grievance is filed after May fifteenth (15) of any year, and strict adherence to the time limits may result in hardships to any party, the Board and the Association and/or grievant may agree to establish new time limits. If no agreement can be reached on the time limits, strict adherence to the time limits set forth in the grievance procedure will be followed.

XVII - GRIEVANCE PROCEDURE

Level Six: (Continued): As a supplement to the grievance procedure as provided in this contract, Grievance Mediation may be utilized if: (a) the district and Association agree to present the disputed issue to the Pennsylvania Bureau of Mediation, (b) once both parties agree to mediate the dispute, all timelines as outlined in the Grievance Procedure of the Collective Bargaining Agreement be tabled, (c) after the mediator hears both sides of the issue, attempts to mediate the dispute, makes a suggested recommendation for settlement which is unacceptable to either side, the grievance procedure may be resumed at the Step it was interrupted with the understanding that timeliness defenses shall not be raised by the other side.

XVIII - HOURS AND WAGES

A. Classification Salaries

The salaries for all classifications of employees are found in the Appendix and made a part of this Agreement and shall remain in force for the period of this Agreement.

1. Hours

- a. In order for the Luzerne Intermediate Unit Office to be open during school hours, the hours for staff of the Administrative Office and Satellite Offices shall be:

8:00 a.m. to 3:00 p.m. and
9:00 a.m. to 4:00 p.m.

These hours will be staffed in each department according to a voluntary, seniority basis.

The work day, work week and work year will remain the same for all ten and twelve month employees covered by this Agreement for the duration of the same.

- b. Each employee shall be entitled to one and one-half (1 1/2) times his/her regular rate for all hours worked beyond forty (40) hours per week.

Compensatory time may be used for work done beyond the normal work week up to forty (40) hours per week.

Earned compensatory time may be used for work done beyond the normal work week up to forty (40) hours per week. Earned compensatory time may be used at the discretion of the employee. Compensatory time will be taken at one and one-half (1 1/2) times the number of hours worked beyond forty (40) hours per week. (i.e., - one (1) hour worked - one and one-half (1 1/2) hours of compensatory time.

(F.L.S. Act)

- c. In the event the Executive Director or his designee approves a late start or early dismissal for twelve (12) month employees, the time worked will count as a full day. Employees reporting off from work on that day will be charged with a full day of absence.
- d. The LIU agrees to compensate bargaining unit members \$800 for two (2) years or 60 accredited college credits, or \$1600 for four (4) years or 120 accredited college credits as approved and recognized by the Pennsylvania Department of Education. The employee must submit official transcripts to the LIU as proof of such accreditation.

XVIII - HOURS AND WAGES

A. Classification Salaries

2. Holidays

The following twenty (20) paid holidays will be observed during this contract:

Independence Day	Christmas Eve through
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents Day
Thanksgiving Day	Holy Thursday
Day After Thanksgiving	Good Friday
First Day of Buck Season	Easter Monday
	Memorial Day

If Christmas Eve falls on a Saturday or Sunday, the holiday will be taken on the preceding Friday. If New Year's Day falls on a Saturday or Sunday, the holiday will be taken on the following Monday.

The Board agrees to provide up to two (2) days per school year for members of the Jewish or Orthodox faiths to observe high holy days when the observance prevents the Educational Support Professionals' employee or Administrator from working on such days not provided in the school calendar. Such employee will have the cost of a substitute, if used, deducted from his/her daily salary. The Intermediate Unit 18 will establish a procedure to be followed in order to comply with the above.

3. Summer Hours

Summer hours will be 9:00 a.m. to 2:30 p.m., with one-half hour for lunch. Summer hours will begin on June 15th and continue through August 15th. If June 15th falls on a Saturday or Sunday, summer hours will start the following Monday. If August 15th falls on a Saturday or Sunday, the last day for summer hours will be on the preceding Friday.

B. Teacher Associates

The salaries for the above classification will be found in the Appendix and made part of this Agreement, and shall remain in force for the period of this Agreement.

1. Hours

The normal work day, work week and work year for the above classification will be contingent upon the work day, work week and work year of the school(s) or building(s) to which they are assigned. In addition, one (1) additional in-service day may be scheduled by the LIU #18 Board, which will be scheduled prior to the beginning of the school year and when no other district is in session. In cases where the professional staff are required to work less or more than 185 teaching days, teacher associates will be required to work the same number of days as the professional staff. All employees in the above classification will receive duty free lunch of thirty (30) minutes.

XVIII - HOURS AND WAGES

C. Seniority Rights Furlough

Should a layoff or furlough be necessary, employees shall be retained on the basis of seniority within the Luzerne Intermediate Unit. That is, employees shall be laid off or furloughed in inverse order of seniority within the affected classification of employees. All part-time employees shall be laid off or furloughed before any full-time employees. Seniority shall be determined by the date of hire with the Board of Directors of the Luzerne Intermediate Unit 18. In case of a tie, prior service or work as a substitute will be counted. Where no prior service exists, the order of hiring by the Board of Directors will be determinative. The Board of Directors shall reassign all affected employees to other positions, insofar as they are available in order of seniority. Employees who are furloughed shall be placed on a preferential list and shall remain there until such time as they have been offered similar employment by the Luzerne Intermediate Unit 18. No employee shall lose their position on the seniority list if he or she resides in the Hazleton Area School District and is offered employment in the Tunkhannock Area School District and vice versa.

Each furloughed employee shall have the right to two (2) refusals. This does not apply to the Intermediate Unit's ability to suspend or discharge employees due to unsatisfactory ratings, regardless of seniority.

No new full-time employees shall be hired until all employees have been offered similar reemployment. Furloughed employees shall notify the Board of a change of address.

Vacant positions shall be offered to furloughed employees only after the vacancy has been posted as per Article VII and a current bargaining unit member has not been awarded the position.

Only employees considered clerical or office personnel may bump less senior employees considered clerical or office personnel regardless of classification provided they have the skills and ability to perform the duties of that position.

Only employees considered Teacher Associates may bump less senior employees considered Teacher Associates provided they have the skills and ability to perform the duties of that position. An up-to-date seniority list shall be provided to the Association every three (3) months.

Two weeks notice shall be given prior to furlough.

XVIII - HOURS AND WAGES

D. Additional Pay Period

Each educational support professionals' employee covered by the provisions of this Agreement shall receive twenty-six (26) pay periods. Whenever there is a need for twenty-seven (27) pay periods, e.g., the employee will be without pay for two or more weeks, the Board will be authorized to implement this procedure provided each employee is informed before the procedure is instituted, i.e., the annual salary of the employee for that particular fiscal year shall be divided by twenty-seven (27) pay periods in place of the twenty-six (26) pay periods. Every pay period will be every other Friday of each month of the year; and/or if the employee so desired upon request, shall receive his/her salary for June, July and August in the last payment of June for the salary earned during the previous school year.

- E.** Those employees (office staff and those who do not have an educational based pay scale) who have received their Associates (2 year) degree or sixty (60) college credits will receive a yearly stipend of eight hundred dollars (\$800.00) in addition to their salary.

Those employees (office staff and those who do not have an educational based pay scale) who have received their Bachelors (4 year) degree or one hundred twenty (120) college credits will receive a yearly stipend of sixteen hundred dollars (\$1,600.00) in addition to their salary.

XIX - NO STRIKE NO LOCKOUT

As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the Association will not engage in a strike of any kind for any reason during the term of this Agreement; and the employer pledges that it will not conduct or cause to be conducted, a lockout during the term of this Agreement.

XX - DEDUCTIONS

A. Dues

The Luzerne Intermediate Unit agrees to deduct dues from the payroll checks of a member of the Luzerne Intermediate Unit Educational Support Professionals' Association upon receipt of executed authorization for the member of the Association in accordance with the form attached to this Agreement marked Exhibit A. The Board agrees that all employees who are members of the Association and all those who become members hereinafter shall be subject to the Maintenance of Membership provision of the Pennsylvania Public Employees' Relations Act, Act 195, Article I, Section 301 (18).

B. Savings Bonds

The Luzerne Intermediate Unit agrees to provide payroll deductions for savings bonds and annuities upon receipt of executed authorization from the member of the Association.

C. Fair Share Language

The Association will extend, to all non-members, the opportunity to join the Association.

Each non-member in the bargaining unit represented by the Association shall pay a fair share fee in the amount specified to the L. I. U. #18 by the Association through payroll deductions. The amounts deducted shall be transmitted to the Association monthly.

If any legal action is brought against the Luzerne Intermediate Unit #18 as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the expense of the Pennsylvania State Education Association (PSEA) and through counsel selected by the PSEA. The Luzerne Intermediate Unit #18 agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in defense of the case.

The Association agrees, in any action so defended, to indemnify and hold the Luzerne Intermediate Unit #18 harmless for any monetary damages the L. I. U. #18 might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the L. I. U. #18 or as a result of the L. I. U. #18's failure to properly perform its obligations under this Article.

The L. I. U. #18 and the Association agree to comply with all the provisions of said law.

XXI - MEET AND DISCUSS

The Luzerne Intermediate Unit Board of School Directors agrees that its administration consisting of a four (4) member committee and the Luzerne Intermediate Unit Educational Support Professionals' Association consisting of a committee of four (4) members will meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as impact thereon upon request by public employee representatives at a time to be agreed upon by both parties.

XXII - WORKING CONDITIONS

A. Unsafe Working Conditions

1. No employee shall be required to work in any unsafe working conditions. Supervisors and employees will develop an equitable system of relief where said employee is exposed to eye strain from working with computer terminals or other eye strain responsibilities.

B. Reasonable Force

A Teacher Associate may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil as is sanctioned by law.

C. Reporting Assaults to Principal or Immediate Supervisor

Teacher Associates shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

D. Director of Education

Such notification shall be immediately forwarded to the Program Director who shall comply with any reasonable request from the Para-educator for information in the possession of the executive director and/or superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the Teacher Associate, the police and the courts.

E. Reimbursement for Loss and Damage

If permissible by law, the Board shall reimburse Teacher Associates for any loss, damage or destruction of clothing or personal property of the Teacher Associate due to any assault by a student or parent while on duty in the school, on the school premises or on a school sponsored activity. This provision is subject to a Fifty Dollar (\$50) deductible.

XXIII - AGREEMENT: SUBJECT TO AVAILABILITY OF STATE FUNDS

This tentative agreement is subject to the availability of funds from the Department of Education and the State Legislature as approved in the State Budget. The Luzerne Intermediate Unit 18 Educational Support Professionals' Association both understand and agree that the Luzerne Intermediate Unit Board of School Directors can only grant in this Agreement the proposed salary increase and increased fringe benefits, only if the proposed allocations of 7% for general Special Education programs and 1% for Gifted programs are received from the Department of Education and if the proposed allocations from the State for all State and Federal programs remain approved by the State Legislature in their appropriations for Special Education programs and State and Federal programs as approved in the State Budget; the salary increase and fringe benefits agreed to in this current tentative agreement will have to be renegotiated in conformity with the decreased allocations for Special Education programs and the reduced allocations for State and Federal programs. The salary and fringe benefit increases will be reduced proportionately to conform with the decrease in Special Education allocation and the allocations for all State and Federal programs; any increased appropriations shall be reflected in appropriately increased benefits retroactive to July 1, 1992.

XXIV - SALARY SCHEDULE

The salary schedule will be based on the teacher's work year for Teacher Associates and Administrative Calendar for all supportive staff.

XXV – LONGEVITY INCENTIVE

All full-time employees of the Luzerne Intermediate Unit #18 school entity shall receive a longevity incentive as determined by the following criteria:

All employees who have accumulated ten (10) years of full-time service shall receive a yearly stipend of Three Hundred Dollars (\$300) in addition to their base salary. Employees with fourteen (14) years of full-time service shall receive a yearly stipend of Six Hundred Dollars (\$600) in addition to their base salary. Employees with twenty (20) years of full-time service shall receive a yearly stipend of Nine Hundred Dollars (\$900) added to their base salary. Years of service shall be the same as years of seniority.

Each eligible employee shall receive his/her adjustment in a separate check during the month of July of each year of this Agreement.

XXVI - RETROACTIVITY

Should contract negotiations extend beyond June 30, 2010, all terms and conditions of this Agreement will be retroactive to July 1, 2010.

XXVI I- DURATION OF AGREEMENT

A. Effective Date

The Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2010 (date of expiration), subject to the Association's right to negotiate over a successor Agreement as provided in Article I. The Agreement shall not be extended orally and it is expressly understood that it should expire on the date indicated.

B. IN WITNESS whereof the Association has caused this Agreement to be signed by its president and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

**LUZERNE INTERMEDIATE UNIT EDUCATIONAL SUPPORT
PROFESSIONALS' ASSOCIATION**

By _____ **President** _____
Date

By _____ **Secretary**

LUZERNE INTERMEDIATE UNIT BOARD OF EDUCATION

By _____ **President** _____
Date

By _____ **Secretary**

APPENDIX "A"

GRIEVANCE REPORT FORM

GRIEVANCE NUMBER: _____ **DATE:** _____

NAME OF GRIEVANT(S): _____

CLASSIFICATION: _____

ALLEGED VIOLATION OF CONTRACT: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT: _____

STEP 1

Date of Informal Discussion with Immediate Supervisor: _____

Disposition by Immediate Supervisor: _____

Signature of Supervisor: _____

Accepted _____ **Rejected** _____

STEP 2

Date Submitted to Program Director and Assistant Executive Director: _____

Date Discussion Conference Held: _____

Disposition of Program Director and Assistant Executive Director:

Signature of Program Director: _____

Signature of Assistant Executive Director: _____

Accepted _____ **Rejected** _____

STEP 3

Date Submitted to Executive Director: _____

Date Discussion Conference Held: _____

Disposition of Executive Director: _____

Signature of Executive Director: _____

Accepted _____

Rejected _____

STEP 4

Date Submitted to Board: _____

Date Hearing Held: _____

Disposition of Board: _____

Signature of Board President: _____

Accepted _____

Rejected _____

APPENDIX "B"
SALARY SCHEDULE
LUZERNE INTERMEDIATE UNIT-18

Data/Office I

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	16700	17000	17300
2)	17200	17900	18200
3)	17700	18400	19100
4)	18200	18900	19600
5)	18700	19400	20100
6)	19200	19900	20600
7)	19700	20400	21100
8)	20200	20900	21600
9)	20700	21200	21900
10)	21200	21700	22200
11)	21700	22200	22700
12)	22200	22700	23200
13)	22700	23200	23700
14)	23200	23700	24200
15)	23700	24200	24700

Data/Office II

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	17450	17750	18050
2)	17950	18650	18950
3)	18450	19150	19850
4)	18950	19650	20350
5)	19450	20150	20850
6)	19950	20650	21350
7)	20450	21150	21850
8)	20950	21650	22350
9)	21450	21950	22650
10)	21950	22450	22950
11)	22450	22950	23450
12)	22950	23450	23950
13)	23450	23950	24450
14)	23950	24450	24950
15)	24450	24950	25450

APPENDIX "B"
SALARY SCHEDULE
LUZERNE INTERMEDIATE UNIT-18

Data/Office III

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	18200	18500	18800
2)	18700	19400	19700
3)	19200	19900	20600
4)	19700	20400	21100
5)	20200	20900	21600
6)	20700	21400	22100
7)	21200	21900	22600
8)	21700	22400	23100
9)	22200	22700	23400
10)	22700	23200	23700
11)	23200	23700	24200
12)	23700	24200	24700
13)	24200	24700	25200
14)	24700	25200	25700
15)	25200	25700	26200

Para-educator I (HS)

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	13600	13900	14200
2)	14100	14600	14900
3)	14600	15100	15600
4)	15100	15600	16100
5)	15600	16100	16600
6)	16100	16600	17100
7)	16600	17100	17600
8)	17100	17600	18100
9)	17600	17900	18400
10)	18100	18400	18700
11)	18600	18900	19200
12)	19100	19400	19700
13)	19600	19900	20200
14)	20100	20400	20700
15)	20600	20900	21200

APPENDIX "B"
SALARY SCHEDULE
LUZERNE INTERMEDIATE UNIT-18

Para-educator II (R.N. or 2 Years College)

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	14350	14650	14950
2)	14850	15350	15650
3)	15350	15850	16350
4)	15850	16350	16850
5)	16350	16850	17350
6)	16850	17350	17850
7)	17350	17850	18350
8)	17850	18350	18850
9)	18350	18650	19150
10)	18850	19150	19450
11)	19350	19650	19950
12)	19850	20150	20450
13)	20350	20650	20950
14)	20850	21150	21450
15)	21350	21650	21950

Para-educator III

(R.N. plus 2 Years College OR 4 Years College, Outreach Worker)

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	15850	16150	16450
2)	16350	16850	17150
3)	16850	17350	17850
4)	17350	17850	18350
5)	17850	18350	18850
6)	18350	18850	19350
7)	18850	19350	19850
8)	19350	19850	20350
9)	19850	20150	20650
10)	20350	20650	20950
11)	20850	21150	21450
12)	21350	21650	21950
13)	21850	22150	22450
14)	22350	22650	22950
15)	22850	23150	23450

APPENDIX "B"
SALARY SCHEDULE
LUZERNE INTERMEDIATE UNIT-18

Van Driver

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	15200	15500	15800
2)	15700	16400	16700
3)	16200	16900	17600
4)	16700	17400	18100
5)	17200	17900	18600
6)	17700	18400	19100
7)	18200	18900	19600
8)	18700	19400	20100
9)	19200	19700	20400
10)	19700	20200	20700
11)	20200	20700	21200
12)	20700	21200	21700
13)	21200	21700	22200
14)	21700	22200	22700
15)	22200	22700	23200

Custodial/Maintenance

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	15200	15500	15800
2)	15700	16400	16700
3)	16200	16900	17600
4)	16700	17400	18100
5)	17200	17900	18600
6)	17700	18400	19100
7)	18200	18900	19600
8)	18700	19400	20100
9)	19200	19700	20400
10)	19700	20200	20700
11)	20200	20700	21200
12)	20700	21200	21700
13)	21200	21700	22200
14)	21700	22200	22700
15)	22200	22700	23200

APPENDIX "B"
SALARY SCHEDULE

LUZERNE INTERMEDIATE UNIT-18

Technology/Materials Assistant I

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	18200	18500	18800
2)	18700	19400	19700
3)	19200	19900	20600
4)	19700	20400	21100
5)	20200	20900	21600
6)	20700	21400	22100
7)	21200	21900	22600
8)	21700	22400	23100
9)	22200	22700	23400
10)	22700	23200	23700
11)	23200	23700	24200
12)	23700	24200	24700
13)	24200	24700	25200
14)	24700	25200	25700
15)	25200	25700	26200

Technology/Materials Assistant II

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	18950	19250	19550
2)	19450	20150	20450
3)	19950	20650	21350
4)	20450	21150	21850
5)	20950	21650	22350
6)	21450	22150	22850
7)	21950	22650	23350
8)	22450	23150	23850
9)	22950	23450	24150
10)	23450	23950	24450
11)	23950	24450	24950
12)	24450	24950	25450
13)	24950	25450	25950
14)	25450	25950	26450
15)	25950	26450	26950

APPENDIX "B"
SALARY SCHEDULE
LUZERNE INTERMEDIATE UNIT-18

Technology/Materials Assistant III

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	19700	20000	20300
2)	20200	20900	21200
3)	20700	21400	22100
4)	21200	21900	22600
5)	21700	22400	23100
6)	22200	22900	23600
7)	22700	23400	24100
8)	23200	23900	24600
9)	23700	24200	24900
10)	24200	24700	25200
11)	24700	25200	25700
12)	25200	25700	26200
13)	25700	26200	26700
14)	26200	26700	27200
15)	26700	27200	27700

Transportation Coordinator

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1)	19671	20071	20471	20871	21271
2)	20371	20771	21171	21571	21971
3)	21071	21471	21871	22271	22671
4)	21771	22171	22571	22971	23371
5)	22471	22871	23271	23671	24071
6)	23171	23571	23971	24371	24771
7)	23871	24271	24671	25071	25471
8)	24571	24971	25371	25771	26171
9)	25271	25671	26071	26471	26871
10)	25971	26371	26771	27171	27571
11)	26671	27071	27471	27871	28271
12)	27371	27771	28171	28571	28971
13)	28071	28471	28871	29271	29671
14)	28771	29171	29571	29971	30371
15)	29471	29871	30271	30671	31071

Memorandum of Understanding

Between

The Luzerne Intermediate Unit 18

And

The Luzerne Intermediate Unit 18-ESPA

As it pertains to the 2005-2010 Collective Bargaining Agreement, the following information has been negotiated and agreed to by the above-mentioned parties:

For the 2005-2006 School Year:

All 12 month employees will receive a \$1,100 salary increase.

All 10 month employees will receive a \$900 salary increase.

For the 2006-2007 School Year:

All 12 month employees will receive a \$1,100 salary increase.

All 10 month employees will receive a \$900 salary increase.

For the 2007-2008 School Year:

All qualifying employees will be placed on the appropriate salary schedule, on the appropriate step, as negotiated with those "*off-the-scale*" employees continuing with the appropriate increases.

**For The Luzerne Intermediate
Unit-18 Board**

**For The Luzerne Intermediate
Unit-18 Education Association**

AGREEMENT

BETWEEN

LUZERNE INTERMEDIATE UNIT 18

AND

**LUZERNE INTERMEDIATE UNIT 18 SCHOOL
SERVICE PROFESSIONALS' ASSOCIATION**

JULY 1, 2005 TO JUNE 30, 2010

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