



Bucks County Intermediate Unit

AGREEMENT

between

**BUCKS COUNTY INTERMEDIATE UNIT #22 (BUCKS IU)
BOARD OF SCHOOL DIRECTORS**

and

**BUCKS COUNTY INTERMEDIATE UNIT #22 (BUCKS IU)
EDUCATION ASSOCIATION (BUCKS IU EA)**

July 1, 2023 through June 30, 2027

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ARTICLE 1
RECOGNITION

Section 1. The Bucks County Intermediate Unit #22 (Bucks IU) Board of School Directors (hereinafter called the “Employer”) recognizes the Bucks County Intermediate Unit # 22 (Bucks IU) Education Association (hereinafter called the “Association”) as the exclusive representative for all full-time and regular part-time employees in the bargaining unit certified by the Pennsylvania Labor Relations Board, PERA-R-80-174-E and dated February 4, 1981, for the purpose of collective bargaining, on all matters with respect to wages, hours, and other terms and conditions of employment.

The bargaining unit shall be comprised of all full-time and regular part-time professional employees including but not limited to: Special Education Teachers, Physical Therapists, Occupational Therapists, Psychologists, Audiologists, Speech and Language Pathologists and Social Workers; and excluding non-professional employees; Adult Basic Education Teachers, Psychiatrists and Optometrists; Case Managers and Itinerant Master Teachers; Program Coordinators and Specialists, and further excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

In accordance with the agreement of the parties in PLRB Case No. PERA- U-99-177-E, new appointments to the positions of Program and Training Specialist, Early Intervention Coordinator and Behavior Specialist shall be bargaining unit employees. Effective September 1, 2000, the positions of Nurses, Individual Education Program Coordinators, and Specialists and Itinerant Master Teachers shall be excluded from the bargaining unit.

Section 2. The term “employee” when used in this Agreement refers only to those persons who have jobs within the Recognition Clause of this Agreement.

Section 3. This Agreement pertains only to those employees falling within the certification referred to in Section 1.

Section 4. New employees shall not be eligible for any of the benefits granted under this Agreement until they have physically begun work with the Bucks IU.

ARTICLE 2
LONG-TERM SUBSTITUTES

Long-term substitutes as defined in this Article shall be considered members of the bargaining unit and shall be covered by this Agreement, subject to the following conditions:

Section 1. “Long-term substitute” is defined as any individual who is employed to perform the duties of a regular professional employee or temporary professional employee during a leave of absence for a period in excess of sixty (60) consecutive teaching days. Long-term substitutes will not be considered “Professional Employees” or “Temporary Professional Employees” where those terms are used in the Agreement.

Section 2. Long-term substitutes shall not be eligible for long-term leaves of absence, such as child rearing leave, provided for under Article 27 of the Agreement.

Section 3. Assignment of long-term substitutes shall be at the sole discretion of the Bucks IU.

Section 4. Long-term substitutes who are continuously employed in consecutive school years are entitled to carry over unused accumulated sick leave. Except in cases where substitutes are hired in consecutive school years, sick leave will be computed in the same manner as for newly hired employees.

Section 5. Long-term substitutes shall be eligible for the insurance benefits provided in this Agreement over the summer months if they were employed through the end of the preceding school year and were employed for sixty (60) consecutive teaching days.

Section 6. Initial placement on the salary schedule for long-term substitutes shall be at the discretion of the Bucks IU. Long-term substitutes employed for ninety-seven (97) consecutive teaching days or more shall be advanced to the next step of the salary schedule if they are rehired as long-term substitute in a subsequent school year.

Section 7. Long-term substitutes who work at least ninety-seven (97) days in a school year and who are hired as a full-time long term substitute in the following school year shall be eligible for tuition reimbursement during the second and subsequent years of service. Long-term substitutes shall not be eligible for any other benefit involving a period of time preceding or following their actual period of employment. Long-term substitutes shall have no expectation of continued employment beyond the specific term for which they are appointed unless they are otherwise notified in writing.

Section 8. Bargaining unit employees who are recalled from layoff to fill a long-term substitute position will not be subject to the above provisions but will be covered by all provisions of the Agreement.

Section 9. "Floating" substitute teachers are hired for a specified period of time during a school year and perform substitute services exclusively for the Bucks IU. Their assignments and locations are determined on a daily basis. Floating substitute teachers will be recognized under the professional bargaining unit and shall have the same rights as defined for "long-term" substitutes, except as outlined below.

The Bucks IU will employ floating substitutes only for short-term or daily assignments and not as replacements for vacant positions or for long term leaves.

Initial step placement on the salary schedule for floating substitutes shall be at the discretion of the Bucks IU. Initial column placement on the salary schedule for floating substitutes shall be at the appropriate column based on their educational credits. Floating substitutes who are employed

to work at least sixty (60) days shall be eligible for insurance benefits.

A floating substitute who works at least ninety-seven (97) days in a school year and who is hired as a floating substitute for the following school year will advance one step on the salary schedule, and will move across the column as may be appropriate based on educational credits achieved.

Employment of floating substitutes shall terminate automatically at the end of the school year. The Bucks IU has no obligation to re-employ any floating substitutes for subsequent school years. The Association shall make no demands concerning the continuation of floating substitutes, nor the number of floating substitutes employed in any given year. Floating substitutes will not accrue seniority during their employment as a floating substitute.

A floating substitute who works a full school year and is hired as a full-time floating substitute for the following school year shall be eligible for tuition reimbursement during their second and subsequent continuous years of service.

ARTICLE 3 **WORK YEAR AND WORK DAY**

Section 1. Work Year Days

The normal work year for employees shall be one hundred ninety-three (193) days. Employees in their first and second years of employment shall be required to work the equivalent of two (2) additional days. This is in addition to the induction days required in Article 6, Section 2.

Section 2. Work Year Calendar

Each professional employee is to be assigned a 193-day calendar by Supervisory staff which, per terms of district/program assigned, will include paperwork and professional development days. Paperwork and professional development days are at Supervisor discretion and direction with:

Pre-School Early Intervention (PEI) – no less than six (6) paperwork days, no less than two (2) professional development days, two (2) conference/collaboration days with schedules for the day designed by Program Supervisor, and one day for classroom set up.

School Age – Dependent on school district or program calendar, School Age staff will receive five (5) paperwork days and all other non-student days will be professional development days.

Paperwork days shall be used in order for the employee to complete paperwork, develop IEP's, hold IEP meetings, complete data entry, and perform other tasks as may be necessary to meet individual work needs. The timing, day increments and usage of these days will be worked out between the employee and their Supervisor on the employee's yearly calendar.

Section 3. After School Meetings

The normal work day for employees will continue as in existing policy and practice, but shall not exceed seven and one-half (7.5) hours, provided however, that up to five (5) meetings per year may be called by Bucks IU supervisors for any reason. The total hours scheduled per year shall not exceed ten (10) hours. No single meeting may be longer than two (2) hours. Supervisory staff will set dates for all five (5) meetings on the staff member's yearly calendar at the beginning of each school year. Every effort will be made by Supervisory staff to adhere to the schedule set at the beginning of the year. At least one (1) of the five (5) meetings will be held using virtual technology with the expectation that all employees will be on camera and fully engaged throughout the meeting. Supervisors are responsible for planning the agenda for these meetings and the agenda will be provided 48 hours prior to the meeting, understanding that last minute additions and/or deletions may occur.

Section 4. Duty Free Lunch

Each Bargaining Unit Member will have a thirty (30)-minute duty free lunch. If, for some reason, a Bargaining Unit Member is unable to schedule a thirty (30)-minute duty free lunch, the Bargaining Unit Member shall bring the issue up with their Program Supervisor to discuss and resolve the problem. Should this discussion not remedy the problem, the Bargaining Unit Member shall bring the issue up with the Program Director to resolve the issue. Should this discussion not remedy the problem, the Bargaining Unit Member shall bring the issue up with the Assistant to the Executive Director. Should this step not resolve the issue, the Bargaining Unit Member or Association may file a grievance at Step 4 of the Grievance Procedure as outlined in Article 18.

Section 5. Related Services Daily Schedule

The Bucks IU agrees to provide all necessary time and abide by staffing ratio requirements for professional staff who are assigned to work with: a Speech Language Pathologist Assistant (SLPA), a Certified Occupational Therapy Assistant (COTA), or a Physical Therapy Assistant (PTA), as outlined in the Pennsylvania Code (Title 49, Chapters 40, 42, and 45).

Section 6. Preparation Time

Each member of the bargaining unit is entitled to a minimum of thirty (30) minutes of preparation time per day for School Age staff and forty-five (45) minutes per day for Pre-School Early Intervention (PEI) staff. Alternatively, each member of the bargaining unit is entitled to have preparation time cumulatively "chunked" each week for full time staff not to exceed 2.5 hours per week for School Age and 3.75 hours per week for PEI. (Staff who work less than five (5) days per week would be entitled to have a pro-rata equivalent of preparation time "chunked" based on the number of days worked. For example, a School Age bargaining unit member who works three (3) days per week would be entitled to thirty (30) minutes of prep time per day or alternatively 1.5 hours "chunked" over the course of the three-day week. A PEI bargaining unit member who works three (3) days per week would be entitled to forty-five (45) minutes of prep time per day or

alternatively 2.25 hours “chunked” over the course of the three-day week). The scheduling of preparation time and the frequency of preparation time shall be determined by the professional staff member and their supervisor.

For the purposes of this section, preparation time is defined as a regularly scheduled period of time, not less than thirty (30) minutes in duration, when members of the bargaining unit are not directly engaged with students and are engaging in activities that support the instructional program.

If for some reason a bargaining unit member is unable to schedule their preparation time, the bargaining unit member shall bring the issue up with their Program Supervisor to discuss and resolve the problem. Should this discussion not remedy the problem, the bargaining unit member shall bring the issue up with the Program Director to resolve the issue. Should this discussion not remedy the problem, the bargaining unit member shall bring the discussion up with the Assistant to the Executive Director. Should this step not resolve the issue, the bargaining unit member or Association may file a grievance at Step 4 of the Grievance Procedure of Article 19.

For bargaining unit members assigned as a school age classroom teacher, a process will be mutually developed that will allow the school age classroom teacher to submit for payment for missed prep time. If a school age classroom teacher is unable to receive their scheduled preparation time, the bargaining unit member shall complete a designated electronic form by 4:00 p.m. on the Friday of the week that the preparation time is missed and send the form to their Supervisor for approval. The Supervisor will make every effort to reschedule the missed prep time within three weeks of receipt of the form providing notification of the missed prep time. In the event that the prep time cannot be rescheduled within three weeks of notification, the Supervisor will send the form to the Bucks IU Business Office and will confirm that the prep time was missed and was not able to be rescheduled within the three-week timeframe. The bargaining unit member shall then be entitled to be paid \$15.00 for each thirty-minute increment of preparation time missed. Such payments must be approved by the program Supervisor and will be issued in a lump sum, separate from other compensation, at the end of the school year, no later than July 15.

Section 7. Pre-School Early Intervention (PEI) Work Year Calendar

The 12-month PEI calendar shall be developed with input from PEI professional staff who will meet with the Bucks IU supervisory staff as a part of the PEI Calendar Committee. The PEI Calendar Committee will meet on or before December 15th of each school year, with dates for summer programming provided by the Administration no later than December 15th. The final calendar will be approved and released by the Director of Early Childhood Programs no later than April 1 of each school year. Any changes proposed after April 1, will be discussed with the PEI Calendar Committee. It is understood that formal authority for the calendar rests with the Director of Early Childhood Programs when it is necessary to meet program needs.

ARTICLE 4
SALARY

Section 1. The scheduled salaries represent the amount payable for a full year contract for the specified contract year. Employees who work part time or for part of a year shall receive a prorated salary. Deductions in pay for scheduled work days not worked and not covered by paid leave shall be at the rate of 1/193 of scheduled salary.

Section 2. Initial placement on the salary schedule at the time of employment shall be at the discretion of the Bucks IU.

Section 3.

- A. The salary schedule will consist of five horizontal columns representing educational attainment. The five columns represent achievement of: Bachelor's Degree (B); Bachelor's plus fifteen credits (B + 15); Master's Degree (M); Master's plus fifteen credits (M + 15); and Master's plus thirty credits/Doctoral Degree (M + 30/Doctoral).

- B. The "frozen" columns not included in 3(a) above (Bachelor's plus ten credits (B+10); Bachelor's plus twenty credits (B+20); Bachelor's plus thirty credits (B+30); Master's plus ten credits (M+10); and Master's plus twenty credits (M+20)) are eliminated effective July 1, 2023. Any employee who is in one of these columns on June 30, 2023, will be moved to the appropriate column for their educational level, and on July 1, 2023, will also step. If the salary for this placement is less than what the employee is currently making during the 2022-2023 school year, the employee will continue to receive the pay received during the 2022-2023 school year. In each subsequent year, the employee will continue to receive either the pay received during the 2022-2023 school year or the pay attributable for the step/column they have achieved, whichever is greater.

Section 4. Employees who anticipate earning graduate credits which would qualify for horizontal movement on the salary schedule into a column listed in Section 3 (a) above will notify the Bucks IU Human Resources Office by May 1st for movement as of the first pay of the calendar year, and by November 1st for movement as of the 13th pay, on a form provided by the Bucks IU. In years when horizontal movement is permitted, employees are limited to moving one (1) horizontal column. Salary adjustments for horizontal movement will be made at the October Bucks IU Board meeting, retroactive to the first pay of the calendar year or at the February meeting effective as of the 13th pay. Transcripts shall be submitted to the Bucks IU Human Resources office by September 1st or February 1st, and within sixty (60) days of course completion. Employees submitting grade slips for summer courses due to late transcripts will be approved for salary adjustment at the October or February Board meeting, but no pay adjustment will be made by the Human Resources Office until the transcript is actually received. Horizontal movement shall be limited to one column in any year when movement is permitted.

Section 5. Professional, temporary professional, long term substitute or floating substitute employees shall be eligible for advancement to the next step of the salary schedule if they worked

or were in a paid status for at least ninety-seven (97) work days during the previous school year. In years in which step movement is permitted, eligible employees in a column listed in 3(a) above shall be limited to one step movement. Step movement shall occur for all eligible employees on the first (1st) pay during all contract years of this Agreement as per the terms of the Agreement. Horizontal movement, when permitted, shall be limited to one column per year. Staff must be an active employee of the Bucks IU on the date of board approval of the salary adjustment, in order to be entitled to any retroactive pay increases.

Section 6. Courses eligible for salary credit shall include graduate level courses for which tuition reimbursement is approved, from the approved list of schools agreed upon by the parties and attached hereto as Appendix C. In-service courses approved by the Department of Education for credit and pre-approved by the Executive Director shall also be eligible for salary credit. The list of approved schools found in Appendix C will be discussed as an agenda topic at one Meet and Discuss meeting annually.

Section 7. Rates of pay for summer employment shall be as determined by the Board.

Section 8. Supplemental Compensation

Bargaining unit professional staff holding an Instructional I certificate in their area of assignment who are taking graduate course work toward permanent (Level II) certification shall be eligible for annual supplemental compensation in the maximum amount of \$2,000 as reimbursement for actual tuition costs not reimbursed under the provisions of Article 11, Tuition Reimbursement, for graduate courses toward the twenty-four (24) credits required for permanent certification. Such reimbursement shall not be taxable income except as may be required by law. Employees eligible for this benefit may request in writing from the Human Resources Department a waiver of the nine (9) credit per year maximum in Article 11, Section 1. In the event that an employee is denied such a waiver by the Human Resources Department, the employee may reach out the Executive Director for additional consideration. The recovery of tuition reimbursement provisions of Article 10, Section 2 shall also apply to this benefit.

ARTICLE 5
EMPLOYEE COMPENSATION

Section 1. Pay Periods

Employee paychecks will be issued in twenty-four (24) equal payments, payable on the 15th and 30th of each month. Employees will have the option of receiving summer paychecks in one (1) lump sum on or before June 30th of each year. Employees who desire to receive their summer paychecks in a lump sum will submit a written notice to the Bucks IU Business Office no later than April 15th of each year. The administration will have the option to pay employees the balance of their contract salary prior to June 30th each year. Notice by the Bucks IU shall be provided by March 15th of each contract year of a decision to exercise the lump sum payment option.

Section 2. Direct Deposit

It is expected that all members of the bargaining unit will receive their paycheck using electronic direct deposit through financial institutions as selected and designated by the employee using established procedures as put into place by the Bucks IU Business Office.

Section 3. Travel Reimbursement

Employees required in the course of their scheduled daily instructional assignment to drive personal automobiles from one school to another school will receive reimbursement for approved mileage at the current rate approved by the IRS for business expense deductions. Any change in rate will be effective on the first (1st) day of the month following written notice of such increase by the Association to the Bucks IU. Mileage will not be granted for travel to or from the employee's residence.

In order to receive travel reimbursement, the guidelines and deadlines for submitting travel reimbursement forms, as published and distributed by the Business Office, must be followed.

Section 4. Homebound Instruction /Additional Time

Employees who perform Homebound Instruction (Home Training) will be paid Fifty Dollars (\$50.00) per hour for each hour spent on Homebound Instruction. Such compensation shall include travel expenses. This rate shall also be used when employees are paid hourly for additional time. Any additional time worked under this Section must be pre-approved in advance by the employee's supervisor. The employee shall be responsible for preparing and submitting appropriate reports to the program supervisor documenting the time worked.

This section does not apply to employees who work additional days beyond their contracted days, when pre-approved by their Supervisor. Employees who work additional days accepting caseloads during calendar breaks or working additional days beyond their contracted number of days will be paid at their per diem salary rate for any additional days worked as long as such employees receive pre-approval in writing from their supervisor.

Any additional time worked under this section must be pre-approved in advance by the employee's Supervisor.

Employees who are required to attend Due Process Hearings which require work in excess of one hundred ninety-three (193) days in a school year, will be compensated at their pro-rata hourly rate, up to a maximum of Fifty Dollars (\$50.00) per hour, for each hour spent working on such Due Process Hearing, provided they are on the witness list or are a participant.

Section 5. Reimbursement for Professional Expenses

The Bucks IU agrees to reimburse license and certification expenses under the terms of this section

for bargaining unit members holding the positions of:

- Speech and Language Pathologist
- Occupational Therapist
- Physical Therapist
- Social Worker
- Psychologist
- Board Certified Behavior Analyst (BCBA)
- School Counselor
- Orientation and Mobility Specialist

The Bucks IU will reimburse a bargaining unit member holding one of the above positions up to \$175 annually for reimbursement of professional licenses and/or certifications as required for the bargaining unit member to maintain their position as a duly licensed and/or certified employee of the Bucks IU. It is understood that license and/or certification reimbursement is based on the license and/or certification required and noted in the Bucks IU job description for the above positions. Bargaining Unit members are expected to follow guidelines and timelines as published by the Bucks IU Business Office in order to receive this reimbursement. This provision sunsets on June 30, 2027.

ARTICLE 6 **TEACHER INDUCTION**

Section 1. Teachers who perform the duties of a Mentor Teacher to a newly hired teacher who is in his/her first year of teaching shall be compensated in the annual amount of Five-Hundred Dollars (\$500) for each such inductee, provided such duties are conducted for a minimum of one twelve-month period. Mentor Teachers who perform such duties for less than a twelve-month period shall have their stipend prorated accordingly. Teachers who perform the duties of a Mentor teacher to an experienced teacher (defined as a teacher who has obtained a Level Two Instructional Certificate and/or who has a minimum of four (4) years of experience if not working under an instructional certificate) but who is newly hired to the Bucks IU shall be compensated in the annual amount of Three Hundred Dollars (\$300.00) for mentoring provided such duties are conducted for a minimum of one twelve-month period. Mentor Teachers who perform such duties for less than one twelve-month period shall have their stipend prorated accordingly. If no bargaining unit member volunteers to serve as a Mentor Teacher, the Bucks IU shall be permitted to seek volunteers from outside the bargaining unit, provided the President of the Association is informed in writing by the Executive Director or his/her designee.

It is understood that Mentor Teachers may be asked to provide monthly logs to the induction supervisor or other administrative designee documenting all mentoring activity.

Section 2. Professional employees shall be invited to attend formal induction activities upon provision of an advanced copy of the program agenda. All new employees who are required to participate in induction activities shall have added to their first year work calendar the

corresponding number of days required to attend induction activities. In the case of a newly hired Professional Staff member with less than four (4) years' experience or anyone hired who is still working under a Level One Certificate, the Professional Staff members are required to attend five (5) days of induction, and shall be paid Eight Hundred Thirty-Five Dollars (\$835) for the five (5) days.

In the case of a newly hired Professional Staff member who has obtained a Level Two Certificate and/or who has four (4) years of experience if not working under a certificate, said employee shall be required to attend three (3) modified induction days and shall be paid \$500.

Section 3. Employees who attended less than a full day of induction activity when a full day activity was available shall receive one-half (1/2) of the calculation as indicated above for each partial day.

ARTICLE 7 **CLASSROOM MOVING**

Teachers who move their classroom during the summer when school is not in session shall be paid compensation in the amount of eighty-five dollars (\$85) per day for a maximum of one (1) day if in the same building or two (2) days if moving to a different building for packing, moving, and unpacking, where such compensation has been approved in advance by the supervisor.

ARTICLE 8 **EMPLOYEE SEPARATION**

It is understood that professional employees, per the terms of the Public School Code, are required to provide a minimum of sixty (60)-days' notice when separating from service. The Bucks IU will make every effort to release an employee earlier than sixty (60) days if a replacement employee has been hired and is able to start before the conclusion of the sixty (60) day period. Employees who resign or retire are expected to return all Bucks IU property including badges, keys, technology, and other equipment within three (3) days of their last day of employment.

ARTICLE 9 **RETIREMENT SEVERANCE NOTICE**

Section 1. Employees who intend to retire must meet the following eligibility requirements in order to receive the Bucks IU retiree benefits program:

- A. Minimum of ten (10) years of service as a full-time or regular part-time employee in the Bucks IU.
- B. Employee must retire under the provisions of the Public School Employees' Retirement System (PSERS) or the Pennsylvania State Employees' Retirement System (SERS).
- C. Employee must indicate, in writing, to the Executive Director, their retirement intentions

ninety (90) days prior to their proposed effective date of retirement.

- D. Employee must be fifty (50) years of age or more prior to the effective date of retirement to be eligible for these benefits.
- E. Regular part-time employees who have a minimum of ten (10) years of service are eligible to receive retiree benefits on a pro rata basis. The method for calculating the Bucks IU's contribution shall be:
 - Average number of days worked per year divided by the number of days in the work year. Where applicable, the employee is responsible for any portion of premium costs not paid by the Bucks IU.

Section 2. Upon meeting the above eligibility requirements, the applicant shall be entitled to the following retirement benefits:

- A. Employees who have met the eligibility requirements for unused sick days' reimbursement at retirement shall receive \$45.00 for each unused sick day if the employee has accumulated less than one hundred (100) unused sick days. If the employee has accumulated greater than or equal to one hundred (100) unused sick days, each unused sick day will be compensated at \$65.00 for each unused sick day. Payment is to be made in one lump sum within sixty (60) days after the effective date of the retirement. For payments over \$2,000, the employer shall make a non-elective employer contribution to the employee's 403(b) tax sheltered annuity. There shall be no cash option.
- B. In the event an employee dies following actual retirement, but prior to the payment for unused sick days' reimbursement at retirement, the benefit shall be paid to the employee's estate. If the employee dies prior to retirement, no benefit shall be paid.
- C. Employees will receive a Five Hundred Dollar (\$500.00) lump sum payment upon retirement in recognition of ten (10) or more years of service with the Bucks IU. Such payment will be made within sixty (60) days following the effective date of retirement. Said benefits shall not be available to employees who retire under disability retirement provisions of the Public School Employees' Retirement System (PSERS) or the Pennsylvania State Employees' Retirement System (SERS).
- D. Recognizing that hospitalization and major medical insurance are needs of employees retiring after ten (10) or more years of service from the Bucks IU, the Board shall make available a voluntary retiree group insurance plan for the sole purpose of providing continued group rate benefits to the retiree and dependents until that retiree reaches the age of sixty-five (65) years. Employees must elect such coverage within thirty (30) days of retirement. The premium for retirees, and eligible dependents, where applicable, shall be paid by the retiree according to the schedule established and reviewed periodically by the Board based upon the relative experience of the group. This benefit shall not be available

to disability retirees who are eligible to purchase such benefit through PSERS or SERS.

Section 3. By mutual agreement in writing the employer can waive enforcement of any of the provisions of Section 1 of this Article in any given case. A waiver in anyone case shall not act as a precedent or practice requiring waiver in any future case.

ARTICLE 10 **INSURANCE CARRIERS**

Section 1. The Bucks IU shall retain the exclusive right to select carriers for all group insurance benefits or to self-insure.

Section 2. The Bucks IU shall maintain a Section 125 Flexible Spending Account Plan, subject to Federal, State, and Local tax laws, such plan to remain in place during the life of this contract. The Board will establish a qualified provision within the plan to allow for monthly or semi-monthly employee contributions for unreimbursed medical and dependent care expenses to be made on a pre-tax basis for Federal tax purposes, as may be allowed by the IRS Code at that time.

ARTICLE 11 **TUITION REIMBURSEMENT**

Section 1.

- A. Reimbursement for a maximum of nine (9) pre-approved graduate credits during one (1) school year running from July 1 through June 30 from a school agreed upon between the parties as reflected in Appendix C will be granted to all bargaining unit members at the rates below. Reimbursement hereunder is not available to instructional personnel on unpaid leave.
- 2023-2024 and 2024-2025 school years - \$400 per credit up to \$3,600 annually
 - 2025-2026 and 2026-2027 school years - \$425 per credit up to \$3,825 annually

In addition to nine credits available for tuition reimbursement, three credits may be taken from a school listed in Appendix C at employee expense and used towards educational attainment each school year. Total credits per year that may be used towards educational attainment may not exceed twelve per year.

- B. An employee who wishes to apply for tuition reimbursement shall submit a request to his/her immediate supervisor using the online approval process. All such requests are to be submitted prior to enrollment in the course. Courses are to be on the graduate level from an accredited teacher preparation institution as listed in Appendix C and must be within the employee's area of responsibility and/or field of education. Reimbursement for

video, travel or internet courses, or courses for which the offering college or institution does not grant graduate credit toward its own advanced degrees will generally not be approved. Exceptions may be granted by the Executive Director on a case-by-case basis, based on such factors as applicability to the employee's assignment, rigors of the course, and upon recommendation of the employee's supervisor. At the discretion of the Executive Director, undergraduate level courses may be eligible for reimbursement.

- C. All requests for tuition reimbursement will be evaluated by the Assistant to the Executive Director and/or the Human Resources Office. Following approval of the request, the employee will be notified by the Human Resources Office using the online approval process. In the case a request is denied, the Assistant to the Executive Director and/or the Human Resources Office will respond to the employee directly stating the reason for the rejection of the request.
- D. Payment will be made when the employee produces an official transcript showing that the course has been completed and assigned a final grade of "A" or "B" or a passing grade if the course is offered on a pass/fail basis. An official transcript must be received in the Personnel Office before payment can be made.
- E. An employee who received tuition reimbursement under this Article and discontinues employment with the Bucks IU shall reimburse the Bucks IU for any tuition reimbursement received during the current fiscal year and the fiscal year prior to the discontinuance of employment.

Section 2. Employees holding a Level I certificate and working toward permanent certification shall be eligible for supplemental compensation as provided in Article 4, Section 8.

ARTICLE 12
MEDICAL INSURANCE and SECTION 125 FLEXIBLE SPENDING PLAN

A. Medical Insurance Coverage

In accordance with the federal Patient Protection and Affordable Care Act (ACA), benefits will be provided to all full-time employees defined as those working thirty or more hours per week.

Three day a week employees (.60 FTE employees) shall not be eligible for Bucks IU healthcare or cash payments in lieu of medical benefits.

The Bucks IU will continue to provide the existing Section 125 Flexible Spending Account Plan.

The Bucks IU and the Association agree to continue the terms of the Memorandum of Understanding under which the Bucks IU participates in the Bucks and Montgomery County School's (BMCS) Health Care Consortium for the purpose of providing medical and prescription drug benefits. Should the Bucks IU withdraw from the Consortium, except as provided herein, it

shall provide the same or similar benefit plans as offered by the Consortium at the time of withdrawal.

The parties agree that the Third Party Administrator (TPA) and medical plans are determined by the Board of Trustees of the BMCS Health Care Consortium and are subject to change by action taken by the Consortium’s Board of Trustees. At the time of the ratification of this Collective Bargaining Agreement, the Consortium’s TPA is Aetna and the preferred plans available to the employees of the Bucks IU covered by the Agreement and subject to the premium co-share as set forth herein, are as follows:

- a) BMCS Open Choice 1
- b) BMCS Open Choice 2
- c) BMCS Point of Service (POS)
- d) BMCS Open Choice 3

The employee premium share amounts for the term of this agreement shall be as follows:

YEAR	PLAN: BMCS Open Choice 1, 2, and POS	PLAN: BMCS Open Choice 3
2023-2024	19%	10%
2024-2025	19%	10%
2025-2026	20%	11%
2026-2027	20%	11%

Full Time employees who are enrolled in a medical plan through their spouse (with the spouse not an employee of the Bucks IU) may opt to receive a cash payment in lieu of a Bucks IU provided medial benefit plan. Such cash payment will be in the total amount of Two Thousand Eight Hundred Dollars (\$2,800) per year, payable in installments on the 15th and 30th of each month, subject to appropriate taxes. Employees who choose cash payment must provide the Bucks IU with proof of medical coverage through their spouse’s medical insurance plan.

When an employee and spouse are both employed by the Bucks IU, the Health Care “Cash Back” option shall not apply, and it is understood that one spouse will be covered as an employee and the other spouse will be covered as a dependent on the spouse’s policy.

Should the BMCS Consortium Trustees add Plan choices, the Bucks IU and Association will meet to agree upon the employee premium share after which the Plan(s) will be offered at the subsequent open enrollment.

The Bucks IU and the Association agree annually to request jointly that the Consortium provide the Bucks IU and the Association with projected information as to whether or not any of the health

benefit plans offered by the Consortium would be projected to incur or actually incur an excise tax, tax, or penalty, on the Consortium's health benefit plan or on the Bucks IU's health benefit plan as the result of the implementation of the Patient Protection and Affordable Care Act (ACA) or other applicable law. This process will be repeated annually thereafter and updated as needed.

In the event that it is determined and/or projected that any of the health benefit plans offered by the Consortium will incur excise taxes, taxes, or penalties imposed on the Consortium or upon the Bucks IU health benefit plan as the result of the health benefit plans exceeding the thresholds provided in the ACA or any other applicable law, the Bucks IU shall take action to withdraw from the Consortium, if the Consortium fails to amend the health benefit plan offerings for thresholds that would be below the threshold limitations for such an excise tax or penalty. If the Consortium fails to provide or approve such changes, the Bucks IU will simultaneously start the process to withdraw from the Consortium and initiate the process below.

If and when the Consortium advises the Bucks IU that a tax under the ACA or other applicable law will be assessed, the Bucks IU will withdraw from the Consortium and immediately meet and confer with the Association and with a mutually agreed upon Benefit Consultant to redesign the Plan(s) to remain below the threshold of the tax. It is the parties' intent to make only the changes necessary to avoid the tax.

If there is a disagreement over different plan design changes to meet this objective, the dispute will be submitted in expedited fashion to an arbitrator to decide. The parties will mutually agree upon the arbitrator or if they cannot agree, the arbitrator shall be selected through the American Arbitration Association's rules on expedited arbitration. The arbitrator shall choose either the Plan(s) design offered by the Bucks IU or the Association with the proviso that the Plan(s) must be below the tax threshold. The arbitrator may issue the award without a subsequent opinion.

The Bucks IU and Association agree that no plans will be offered to employees which would be subject to a tax under the ACA or other applicable law.

The Board will also pay 100% of the premium costs of the current dental plan as outlined in Article 13.

B. Section 125 Benefits Plan

Section 1. The Bucks IU Board of School Directors will provide a Section 125 Benefits Plan. The medical benefit plans will include: vision and prescription drug benefits, for which employees will be required to make individual payroll deductions toward premium costs. The Board may change carriers to an equivalent plan or mutually agreed plan. The Board may also add a plan as a further option. The medical benefit plans and contribution rates are set forth in Section A of this Article.

Section 2. Full-time employees who are enrolled in a medical plan through his/her spouse may opt to receive a cash payment in lieu of Bucks IU provided medical benefits. Such cash payments will be in the amount of Two Thousand Eight Hundred Dollars (\$2,800) per year, payable biweekly

on the 15th and 30th of each month, subject to appropriate taxes. Employees who choose cash payment must provide the Bucks IU with proof of medical coverage through their spouse's medical insurance plan.

C. No Duplication of Benefits

No employee or dependent shall be entitled to payment of premium which would result in coverage of that individual under both the group health insurance plan. Each employee shall have the right to elect coverage for himself/herself and/or his/her dependents under the Bucks IU health insurance plan.

ARTICLE 13
DENTAL INSURANCE

Section 1. The Board will pay 100% of dental insurance premium costs for eligible employees. The dental insurance plan includes:

- 100% UCR basic program and oral surgery
- 50% UCR prosthetics and crown, inlay and only restorations
- 50% UCR periodontics

Section 2. The dental insurance plan shall include an orthodontic rider at 50% up to a lifetime maximum of One Thousand Five Hundred Dollars (\$1,500) for dependent children up to age nineteen (19).

Section 3. The Board will pay 100% of the premium for dental insurance for eligible employees, spouse, and dependents for the term of the contract.

ARTICLE 14
LIFE INSURANCE

The Board will pay 100% of the premium cost for life insurance for eligible employees. The amount of the life insurance is \$50,000.

ARTICLE 15
DISABILITY INCOME PROTECTION INSURANCE

The Board will pay 100% of the premium cost for disability income insurance protection for all employees. Employees may purchase additional coverage at their own expense subject to any limitations or conditions imposed by the carrier.

ARTICLE 16
PRESCRIPTION DRUGS

The Board will pay 100% of the prescription drug insurance program premium costs for employees, spouses, and eligible dependents, less the premium co-payments provided in Article 12(A) above. Covered drugs are those which require a prescription by state or federal law.

The co-pays shall be as follows:

RETAIL

Generic	\$10
Formulary	\$35
Non-Formulary	\$50

MAIL ORDER

Generic	\$20
Formulary	\$70
Non-Formulary	\$100

SPECIALITY

Generic	\$10
Formulary	\$35
Non-Formulary	\$50

SPECIALITY AND MAIL ORDER

Generic	\$20
Formulary	\$70
Non-Formulary	\$100

Prescriptions will be "Dispensed As Written ("DAW")" which will require a generic equivalent of a drug (if available) to be dispensed rather than the name brand unless there is a medical necessity for the brand name drug. If there is not a medical necessity for brand name, and either the provider or the member requests the brand name, then the member cost share is equal to the brand name copay plus the cost difference (after discount) between the brand name prescription and the generic prescription. In the event that there is a medical necessity for the brand name, the DAW penalty would not apply.

ARTICLE 17
VISION

The Board will pay 100% of the premium cost for vision insurance for all eligible employees, spouses, and dependents, less the premium co-payments provided in Article 12 (A) above. The vision insurance plan includes:

- 100% UCR allowances for eye examination and refractive services, with a maximum of \$65.00 plus dispensing fee based on the UCR for frames, and actual acquisition costs plus the dispensing fee based on the UCR allowances for lenses.

ARTICLE 18
LIABILITY INSURANCE

The Board will provide at no cost to the employee, a comprehensive employee liability insurance policy which shall cover employee activities during the scope of their employment in the proper performance of their duties. Precise terms and conditions of this benefit and all other group insurance benefits shall be dictated by the master insurance policy issued by the carrier.

ARTICLE 19
GRIEVANCE PROCEDURE

Section 1. Definitions

- A. A grievance is a dispute regarding the interpretation of any of the express provisions of this Agreement.
- B. A "Grievant" is the person or persons making the claim.
- C. A work day is defined as a day when the administrative offices are open for business.

Section 2. Procedure

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified are to be strictly observed but may be extended by mutual written agreement of the parties.
- B. Failure by the employer at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievance to proceed to the next step in the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of

the decision rendered at that step.

- C. In the event any employee or the Association exercises any right of appeal to court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this Article or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such an appeal is filed.
- D. Grievances shall be processed on an electronic form mutually developed between the Bucks IU and the EA.
- E. The 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 five-step process which is described in the following paragraphs.

Step 1

A person who has an alleged grievance shall meet informally at a mutually convenient time and place with their supervisor to discuss the problem and attempt to resolve it informally. A formal written grievance shall not be filed by or on behalf of the alleged aggrieved party unless the aggrieved party has first personally met with their supervisor to discuss his/her concerns, explore facts and attempt to resolve the problem informally.

Step 2

If the alleged aggrieved party is dissatisfied with the outcome of their informal attempt to resolve the problem, the grievant will reduce their concern to writing and file a written grievance on the appropriate electronic grievance form.

Person, or persons, initiating the alleged grievance shall present the grievance, in writing and on the required form, to the Program /Director within twenty (20) work days after its occurrence or twenty (20) work days after the employee should reasonably have been aware of its occurrence. The Program Director shall reply, in writing, to the grievance within twenty (20) work days after initial presentation of the grievance.

Step 3

If the action in Step 2 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within ten (10) work days to the Assistant to the Executive Director. The Assistant to the Executive Director shall reply in writing within a period of ten (10) work days.

Step 4

If the action in Step 3 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within ten (10) work days to the Deputy Executive Director and a decision, in writing, rendered within ten (10) work days.

Step 5

If the action in Step 4 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within ten (10) work days to the Executive Director and a decision, in writing, rendered within twenty (20) work days.

Step 6

- A. If the action in Step 5 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred by the Association to binding arbitration, as provided in Section 903 of Act 195, providing such referral is made in writing within thirty (30) work days following the date of the decision referred to in Step 5. Notice of such appeal shall be given in writing to the Executive Director. Failure of the Association to schedule an arbitration hearing within thirty (30) work days of the referral of a grievance to arbitration shall render the grievance null and void.
- B. The collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The arbitrator shall be without jurisdiction to add to, modify, vary, change, or remove any term of this Agreement, or to render an award contrary to law. The arbitrator's jurisdiction is restricted to disputes arising out of the express provisions of this Agreement. The arbitrator lacks jurisdiction over issues not within the definition of a grievance.
- C. Fees and expenses of the arbitrator shall be shared equally by the parties. Any other expenses shall be paid by the party incurring same.

Section 3. Rights of Teachers to Representation

Any aggrieved employee, at all stages of the grievance procedure prior to arbitration, may be accompanied by a representative of the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance in writing, identifying the group as particularly as possible. If a group grievance involves employees under more than one supervisor, the Step I discussion and the Step II grievance shall be filed with the Assistant to the Executive Director.

All meetings and hearings under this procedure shall not be conducted in public.

Section 4. Seniority and Salary Step Placement

- A. Each employee will be notified, in writing, on or about October 15, of each year of his/her seniority and step/column placement on the salary schedule. An employee who disagrees with his/her seniority computation and/or step or column placement on the salary

schedule will have thirty (30) calendar days from the receipt of the written notice to file a written objection concerning such issue. The written objection shall set forth the claimed seniority and/or salary placement and shall attach any supporting documentation.

- B. The Bucks IU, the Association, and the employee shall attempt to resolve promptly any such objection.
- C. Any employee unable to resolve such issue may file a grievance up to thirty (30) calendar days after the date of the written objection.
- D. After thirty (30) calendar days have expired, no grievance concerning seniority or step/column placement as set forth in the notice shall be arbitral. No grievance filed over current seniority or step/column placement will be retroactive beyond September 1, 2023.

ARTICLE 20 **SENIORITY**

Section 1. The seniority of an employee is determined by the length of their service with the employer, from the first day of his/her latest period of continuous employment as a professional or temporary professional employee as reflected on the official minutes of the Board.

Section 2. Part-time employees will accrue seniority pro-rated on the basis of number of hours and days worked (e.g. - an employee working four [4] days per week would accrue four-fifths [4/5] of a year).

Section 3. An employee shall lose his/her seniority rights if the employee resigns, is discharged, retires, or otherwise has a break in service.

Section 4. Seniority will not be broken but will accrue during:

- A. Leaves of absences, whether paid or unpaid, set forth in this Agreement and/or approved by the employer. Seniority will not accrue during any unauthorized leave of absence or disciplinary suspension.
- B. Periods of Layoff (Suspension).

Section 5. In the event that two (2) or more employees have the same amount of service then the tie shall be broken by lot during the first week in November of each year for all ties which have occurred since the previous November. Ties which were already broken in previous years will not be subject to another lottery.

Section 6. Employees who were formerly employed by the Commonwealth of Pennsylvania at the

Eastern State School and Hospital (ESSH) will be credited with seniority beginning on their initial date of employment with the Bucks IU. Ties among such employees shall be broken in accordance with the listing in the official minutes of the Bucks IU Board dated February 19, 1980, and March 18, 1980.

Section 7. The Bucks IU and the EA agree that the Bucks IU may use contractors under the following circumstances:

- A. To supplement services provided by the bargaining unit in Pre-School Early Intervention (PEI) and/or School Age Programs;
- B. To provide services for vacancies created during the school year due to a leave of absence; and/or
- C. (1) To replace Occupational Therapists (OTs) through attrition provided that the number of School Age Program OTs in the bargaining unit does not fall below 15 FTE's and that the number of Pre-School Early Intervention (PEI) OTs does not fall below 10 FTE's.

(2) To replace Speech Language Pathologists (SLPs) through attrition provided that the number of School Age Program SLPs in the bargaining unit does not fall below 45 FTE's and that the number of Pre-School Early Intervention (PEI) SLPs does not fall below 30 FTE's.

(3) To replace Physical Therapists (PTs) through attrition provided that the number of School Age Program PTs in the bargaining unit does not fall below 6 FTE's and that the number of Pre-School Early Intervention (PEI) PTs does not fall below 4 FTE's.

Should the FTE's fall below the minimums specified above, the Bucks IU will reduce the number of contractors in the affected program area sufficient to meet the minimum number of FTEs specified. Only if all contractors are eliminated from providing the services in the affected program classification, may the FTEs be reduced below the minimums specified above.

- D. In the event there is a reduction in force or furlough among employees providing School Age Program services, contractors may not be used to provide those services. However, except as provided below, should a bargaining unit employee providing School Age Program services be laid off or subject to a furlough, the employee may not displace an employee providing Pre-School Early Intervention (PEI) services. The exception is that in the event there is a reduction in force or furlough among employees providing School Age Program services, a School Age Speech Language Pathologist (SLP), and/or a School Age Occupational Therapist (OT), and/or a School Age Physical Therapist (PT) may exercise seniority to displace a more junior Pre-School Early Intervention Speech Language Pathologist (SLP), and/or a Pre-School Early Intervention Occupational Therapist (OT), and/or a Pre-School Early Intervention Physical Therapist (PT) but may not displace contractors being used in Pre-School Early Intervention (PEI) .

- E. Conversely, in the event there is a reduction in force or furlough among employees providing Pre-School Early Intervention (PEI) services, contractors may not be used to provide these services. However, except as provided herein, should an employee providing Pre-School Early Intervention (PEI) services be laid off or subject to a furlough, the employee may not displace an employee providing School Age Program services. The exception is that in the event that there is a reduction in force or furlough among employees providing Pre-School Early Intervention (PEI) services, a Pre-School Early Intervention (PEI) Speech Language Pathologist (SLP), and/or Pre-School Early Intervention (PEI) Occupational Therapist (OT), and/or Pre-School Early Intervention (PEI) Physical Therapist (PT) may exercise seniority to displace a more junior School Age Program Speech Language Pathologist (SLP), and/or School Age Occupational Therapist (OT), and/or School Age Physical Therapist (PT) but may not displace contractors being used in School Age Programs.

ARTICLE 21

REDUCTION IN STAFF

Section 1. When a reduction in staff is to occur, such reduction shall first be accomplished by attrition. Where further reductions are to occur, substitute teachers and temporary professional employees will be terminated before professional employees within an area of certification will be suspended or furloughed. There will be no distinction between comprehensive special education certification and certification with a specific special education exceptionality.

Section 2. Reductions in force shall be accomplished in accordance with the applicable provisions of the School Code.

Section 3. Suspended professional employees shall be given first consideration and preference for any long-term substitute work in the area of their certification. Salary placement for such substitute work shall be the same as would be in effect upon a recall to permanent status. No salary credit shall be granted for a period of suspension or furlough, but professional employees shall continue to accrue seniority during such periods.

Section 4. Where transfer of a class between the Bucks IU and a school district is to occur, the applicable procedures of Section 1113 of the School Code governing transferred programs and classes shall be followed.

Section 5. Where a Bucks IU class is transferred to a school district and where there is mutual consent of the teacher, the receiving district and the Bucks IU, the teacher of that class will accompany the class and become an employee of the receiving district.

Section 6. The Bucks IU will notify individuals to be furloughed as soon as the necessity of such

furloughs in known, but in no event less than sixty (60) days prior to the effective date of the furlough.

Section 7. Furloughed individuals shall be recalled in accordance with the School Code.

ARTICLE 22
TRANSFER

Section 1. The Administration will advertise all bargaining unit vacancies on its website, with an e-mail notice to professional staff. For the first seven (7) days of posting, applicants will be limited internal applications.

Section 2. Qualified internal applicants who have not been interviewed by the hiring supervisor in the preceding twelve (12) months will be interviewed.

Section 3. In the event that involuntary transfers become necessary as a result of a reduction in positions, the Bucks IU will informally seek and consider volunteers from among the affected teachers to accomplish such transfers. If the transfers are not accomplished through volunteers, then the employee(s) to be transferred will be notified of any existing permanent vacancies. Such employee(s) will be given first consideration for a vacancy which he/she requests, subject to the provisions of Section 4 and 5 below.

Section 4. Final decision concerning all transfers shall remain within the discretion of the Bucks IU Administration. The primary basis upon which transfer decisions are made is the needs and best interests of the educational program. Other factors which are taken into consideration where they are relevant and significant include certification, experience, seniority, past performance, education, skill, talent, ability, constructive working relationships, and personal considerations or hardships.

Section 5. Each employee who requests a transfer to a specific vacant position shall be notified whether or not he/she is selected for the position. If the employee is not satisfied, he/she may request a conference with the Executive Director or his designee within two (2) weeks.

Section 6. Professional staff who apply for administrative or supervisory positions (non-bargaining unit positions) will be granted an interview at the discretion of Management.

ARTICLE 23
PERSONNEL FILE

The Bucks IU's official personnel files for all employees are retained in the Human Resources Office. An employee has the right, upon one day's notice, to review contents of his or her file, except for confidential, pre-employment recommendations, and to request Human Resources staff copy or electronically scan material for their use. The Bucks IU Human Resources office staff will make copies or scan any material from the file and provide it to the employee at no charge. No

material derogatory to an employee's conduct, services, character, or personality, may be placed in his or her personnel file until the employee is actually given a copy of said material. The employee may submit for inclusion in his or her personnel file an explanation or statement or clarification expressing his or her viewpoint to any item to be placed in his or her personnel file, following agreed to timelines. The Request for Driver Information Form (DL-503) shall be considered personnel file information.

ARTICLE 24 **JUST CAUSE**

In accordance with the precedent of the Pennsylvania Supreme Court, the principles of just cause, as well as the provisions of the Pennsylvania School Code, including its dismissal provisions, are incorporated into this collective bargaining agreement. *Hanover School District vs. Hanover Education Association 839 A. 2nd 183 (2003); Mifflinburg Area Education Association and Mifflinburg Area School District 24 A. 2nd 339,341 fn.5 (1999).*

ARTICLE 25 **PERSONAL ILLNESS/INJURY**

Section 1. In any school year, whenever an employee is prevented by illness (including pregnancy-related illness or disability) or accidental injury from fulfilling his/her assigned responsibilities, the Bucks IU shall provide full pay up to a limit of ten (10) days for employees working a period of ten (10) months, and twelve (12) days for those working a period of twelve (12) months. Sick leave shall be cumulative from year to year without limitation. Sick leave is granted pursuant to Section 1154 of the School Code.

Section 2. An employee may use accumulated sick leave, up to a maximum of five (5) days per school year, for the purpose of caring for a member of the employee's immediate family who is ill. Members of the immediate family shall be defined as father, mother, son, daughter, husband, wife or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Section 3. The employee is responsible for reporting his or her expected absence in the Bucks IU's electronic attendance reporting system and/or to the appropriate supervisor as far in advance as possible to allow for the engagement of an appropriate substitute and/or notification to the appropriate school personnel.

Section 4. A physician's certificate may be required for any period of absence due to sickness or injury.

Section 5. Employees are required to report any absence through the online absence reporting system.

ARTICLE 26
PERSONAL LEAVE

Section 1. It is understood that to the greatest extent possible, leave time should be planned around breaks in the school year calendar. Each employee is eligible for three (3) days of absence for personal reasons (including days of religious observance) in any fiscal year without loss of salary. Up to one (1) unused personal leave day may be rolled into a new leave year, however, there may not be more than four (4) days of personal leave available in any one year. Any additional leave beyond the four (4) days shall be credited to accumulated sick leave at the end of each school year.

Section 2. Employees shall submit a request to their supervisor, using the online attendance tracking system, for a personal day as far in advance as possible of the date requested, but no later than five (5) days prior to the requested leave.

Section 3. In case of sudden emergency, the employee shall notify his/her supervisor by telephone immediately, and will also enter their absence in the Bucks IU online attendance reporting system. Upon returning to work if the employee has not already entered the absence, the employee shall record the absence for the personal day taken using the online attendance tracking system.

Section 4. No more than ten percent (10%) of the employees shall be granted the same day off. In the event that more than ten percent (10%) of the employees request the same day for personal leave, the employees whose requests were submitted earliest will be granted the day requested.

Section 5. Personal leave may not be taken on the day before or after a holiday or vacation period, provided that exceptions to this rule can be approved by the Executive Director or his/her designee in individual cases upon an explanation of the reasons for the request.

ARTICLE 27
CHILDREARING LEAVE

Section 1. An employee who is expecting or whose spouse is expecting the birth of a child which the employee contemplates will reside in his or her household, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, shall be granted a leave of absence without pay.

Section 2. A request for childrearing leave shall be submitted in writing, on a Request for Leave Form, sixty (60) days prior to start of leave.

Section 3. All childrearing leaves shall be for at least one (1) semester or the remainder of the school year in which leave begins. An additional semester may be granted for a maximum of one (1) full school year (or until the beginning of a semester whichever is later), provided that written notice of request for extension must be received not less than sixty (60) days prior to the expiration of the originally approved leave and, provided that in any case childrearing leave,

including Family Medical Leave Act (FMLA) leave, shall be of such duration that leave shall terminate effective with the end of a school year or semester. Return from childrearing leave shall be scheduled to coincide with the beginning of a school year or semester.

Section 4. Employees on childrearing leave may be allowed to terminate leave and return to duty at other than the times listed above at the discretion of the Executive Director. Requests to return to work early shall be submitted in writing to the Executive Director with as much advance notice as possible, who shall make a recommendation to the Board regarding such request.

Section 5. No employee shall be entitled to or granted a period of paid or unpaid absence or leave allowed or authorized under any provision of this Agreement or the Public School Code of 1949, as amended, during any period of absence approved under this provision.

Section 6. An employee granted an unpaid leave of absence shall not be entitled, for the period of the leave, to years of service credit, retirement credit, reimbursement for tuition, or any other benefits that would have accrued had services been rendered during the period of absence. Insurance benefits will continue to be provided during the period of leave, or a maximum of six (6) calendar months, whichever occurs first. The employee shall be required to pay his/her required employee premium share of the benefit costs during this period. If the leave is extended beyond six (6) months, it is the responsibility of the employee to pay the entire employee and employer premium share to maintain benefits after the twenty-fourth (24th) week. A second consecutive leave due to the birth or adoption of a second child shall be without such benefits, except at employee expense. Seniority will continue to accrue during the period of the leave.

Section 7. Upon termination of the childrearing leave, the employee shall be reinstated to his/her previous position, subject to the right of the Bucks IU to transfer employees. Such a transfer may occur during the leave or at the time of return.

Section 8. Employees assigned to the Extended School Year program shall have requests for childrearing leave approved according to their calendar, but consistent with the terms of this provision.

ARTICLE 28

BEREAVEMENT LEAVE

Section 1. An employee shall be entitled to a maximum of five (5) days of leave without loss of salary for a death in the immediate family. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Section 2. In the case of death of a near relative other than those mentioned above, there shall be no deduction in the salary of said employee for absence on the day of the funeral. A near relative

shall be defined as first cousin, grandfather, grandmother, aunt, uncle, nephew, niece, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Section 3. In the case of the death of a stepparent, stepbrother, stepsister or stepchild, where section 1 above does not apply, the employee may use one (1) day of paid sick leave to attend the funeral.

Section 4. The period of absence may be extended by the Executive Director as the exigencies of the case may warrant.

Section 5. The employee shall notify his or her immediate supervisor as soon as he or she is aware of a death in the family. The employee shall also report any absences in the Bucks IU electronic attendance reporting system, and shall indicate the employee's relationship to the deceased.

Section 6. Up to one (1) day of paid leave shall be granted to the teacher of a student who dies, for the purpose of attending the funeral. This leave shall be limited to one (1) person.

Section 7. The employee is responsible for reporting the impending absence to the Bucks IU's online reporting system as far in advance as possible to allow for the engagement of an appropriate substitute and/or notification to the appropriate school personnel.

ARTICLE 29 **SABBATICAL LEAVE**

Section 1. Eligibility Requirements

Sabbatical leaves of absence and leaves for professional development for instructional personnel who are eligible for such leaves under Section 1166 of the Pennsylvania Public School Code of 1949, as amended, shall be granted in accordance with the provisions of the Public School Code and the following policies:

- A. Any person employed by the public school system of this Commonwealth, who has completed ten (10) years of satisfactory service as a professional employee shall be entitled to a sabbatical leave of absence for restoration of health, or a leave for professional development at the discretion of the Bucks IU purposes. At least five (5) consecutive years of service, excluding authorized leaves of absence, shall have been at the Bucks IU prior to said leave. A subsequent sabbatical leave shall be allowed following seven (7) years of service after a previous sabbatical leave.
- B. A sabbatical leave shall be for a half or a full school year or for two (2) half school years during a period of two (2) school years, at the option of the employee, subject to conditions described hereinafter, as provided in the School Code.

- C. Applications for sabbatical leaves and professional development leave shall be given preference according to the years of service since the previous sabbatical leave of the applicant, provided, however, that sabbatical leaves requested for restoration of health will be given first preference.
- D. The Bucks IU Board may limit the number of sabbatical leaves of absence granted in any school year to no more than ten percent (10%) of the number of persons eligible for such leave of absence regularly employed in the Bucks IU.

Section 2. Salary and Related Benefits

The person on sabbatical leave of absence shall receive one-half of the salary he/she would have received as a regular employee during the period he/she is on sabbatical leave. A sabbatical leave granted to an employee shall also operate as a leave without pay from all other school activities. Employee benefits will continue to be provided during the period of sabbatical leave.

Employees on sabbatical leave are expected to devote their primary efforts to fulfilling the purposes for which leave is requested.

Employees on sabbatical leave may receive an educational grant for further study from an institution of learning.

Employees on sabbatical leave shall be entitled to tuition reimbursement benefits. An employee on sabbatical leave for professional development may request pre-approval of the Executive Director at his discretion for reimbursement of credits beyond the maximum number as provided in Article 11.

The person on sabbatical leave shall continue his/her membership in the Public School Employees' Retirement System. The Bucks IU shall pay into the retirement fund the full amount required by law on the employee's full salary. The amount of contribution required to be paid by the employee shall be deducted from any compensation payable to the employee while on leave.

Section 3. Extended Leave Due to Illness

If a sabbatical leave for one-half school year or its equivalent has been granted and the person is unable to return to school services because of illness or physical disability, the person, upon written request prior to the expiration of the original leave, shall be entitled to a further sabbatical leave for one-half school year or its equivalent. If a sabbatical leave for a full school year or its equivalent has been granted and the person is unable to return to school service because of illness or physical disability, the Bucks IU Board may extend the sabbatical leave, with or without pay or benefits for such periods as it may determine but the extension shall not exceed one (1) full school year or its equivalent.

Section 4. Agreement to Return

No sabbatical leave of absence shall be granted unless the person shall agree in writing to return to employment with the Bucks IU for a period of not less than one (1) school year immediately following such leave of absence.

Section 5. Retention of Rights

No sabbatical leave shall be considered a termination or breach of contract and the employee on sabbatical leave shall be resumed to the same position from which he/she was granted the leave. If the same position from which the employee was granted the leave no longer exists, or if a transfer would have taken effect during the leave, then the employee may be reassigned. Every employee on sabbatical leave shall be considered in regular full-time daily attendance in the position from which leave was taken during the period of such leave for the purpose of determining his/her length of service, rights to salary increases and retirement benefits as provided by law.

Section 6. Failure to Return Following Sabbatical Leave

A. Forfeiture of Benefits

Upon expiration of a sabbatical leave, the requirement that the employee on leave of absence shall return to the service of the Bucks IU and be restored to the same or similar position in the same school or schools that he/she occupied prior thereto, may no longer be waived by the consent of the Bucks IU Board. If the employee fails to return, unless prevented by illness or physical disability, the employee shall forfeit all benefits for the period of the sabbatical leave to which said employee would have been entitled under this Agreement.

B. Return of Employer Retirement Contributions

If the employee resigns or fails to return to his/her employment, unless prevented by illness or physical disability, the amount contributed by the Bucks IU Board under this Agreement to the Public School Employees' Retirement Fund shall be deducted from the refund payable to the employee under existing law and the amount deducted shall be refunded to the Bucks IU by which it was paid.

Section 7. Procedure for Requesting a Sabbatical Leave

Requests for sabbatical or professional development leaves must be submitted to the Executive Director at least six (6) months in advance of the effective date of the proposed sabbatical leave, if possible. An application for sabbatical leave shall consist of a completed Request for Leave Form and a letter explaining the rationale for the request.

A. Health

A request for a sabbatical leave for restoration of health shall be accompanied by a

physician's statement indicating the general nature of the illness or disability.

B. Professional Development

A request for leave for professional development shall include the name of the educational institution(s) to be attended while on leave as well as a tentative list of courses to be studied. The request shall also include information relative to the purpose of the leave, i.e., whether an additional degree is being sought, a new certification, etc. The approval process shall be governed by applicable provision of the School Code.

All employees who are on sabbatical leave for purposes of study shall send a report to the Executive Director each semester stating the courses completed. When the leave has been completed, transcripts of all courses shall be filed with the Personnel Office.

ARTICLE 30
DISCRETIONARY LEAVE

Section 1. Administrative Discretion

The Executive Director is empowered to provide a leave with or without pay for certain absences of employees that are beyond the employee's control or may cause the employee personal embarrassment, extreme handicap, or jeopardize the employee's or the Bucks IU's position in the school or the community should the employee appear for assigned duties. Any decision will not be considered precedent setting for other employees.

Section 2. Employee Request

To apply for approval of a discretionary leave, the employee shall submit a written request stating the reasons for such absence to his/her immediate supervisor. The immediate supervisor will forward the request to the Executive Director. Each request shall be considered on its individual merits.

The employee is responsible for reporting the impending absence to the Bucks IU online attendance reporting system as far in advance as possible to allow for the engagement of an appropriate substitute and/or notification to the appropriate school personnel.

Whenever any employee is granted a discretionary leave of absence which is unpaid, said employee shall be entitled to purchase all insurance coverage as a complete package by paying the premium to the Bucks IU at group rates for the period of such leave.

ARTICLE 31
EXTENDED LEAVE OF ABSENCE

Section 1. Employees who have exhausted all paid leave benefits and who wish to continue their employee status shall apply within thirty (30) days for an extended leave of absence without pay or benefits. Such leave may be granted by the Board for a period not to exceed one (1) calendar year from date of approval.

Section 2. The Board reserves the right to require the employee to be examined by a physician approved by the Bucks IU either prior to its consideration of the leave or any time during the leave.

ARTICLE 32
WORKERS' COMPENSATION INSURANCE

Section 1. In accordance with the provisions of law, the employer will maintain in effect workers' compensation insurance for the benefit of its employees.

Section 2. In the event of an on-the-job injury, it is the employee's duty to notify his supervisor immediately so that proper action may be taken by the employer. The employee shall cooperate with the employer in completion of any reports.

Section 3. Employees who are unable to report to work as a result of an injury sustained while on the job may use accumulated sick leave for that period of time, provided that the employee shall return all workers' compensation payments to the employer. If the injury continues until sick leave is exhausted, the employee may retain all workers' compensation payments received thereafter. The employee may, at his/her option retain workers' compensation payments if he chooses not to utilize accumulated sick leave. This option may be elected for all or any part of the absence.

Section 4. In any event, during the initial period of disability following a compensable on-the-job injury, not to exceed five (5) working days, the employee shall continue to be paid with no deduction from accumulated sick leave. In the event of suspected abuse by an employee, the employer may deny this benefit. Such denial shall be subject to the grievance procedure.

Section 5. It shall be the right of the employer to require the employee to report to a doctor approved by the employer from time to time as required to determine the employee's ability to work in order that disability pay may continue.

ARTICLE 33
FAMILY AND MEDICAL LEAVE ACT

Section 1. The Bucks IU and the Association agree to comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA), as amended. Neither the employees nor the Bucks IU waive any right to the exercise of discretion to which they are entitled under the Act.

Section 2. A year for FMLA purposes shall be deemed to begin July 1 of each year and end June 30.

ARTICLE 34
JURY DUTY/COURT WITNESS

Section 1. When an employee is required to serve as a juror or as a court witness pursuant to subpoena, he/she shall report the needed absence on the online attendance system, and submit either the subpoena to appear as court witness or the summons to appear for jury duty to the immediate supervisor. The immediate supervisor will forward the information to the Director of Human Resources.

Section 2. The employee is responsible for reporting the impending absence to the Bucks IU online attendance reporting system as far in advance as possible to allow for the engagement of an appropriate substitute and/or notification to the appropriate school personnel.

Section 3. An employee serving as a juror or court witness shall be paid the difference between any fees paid for such appearance, excluding travel expenses, and his/her regular salary, except where the employee or the Association is the adverse party to the employer in the litigation giving rise to the court appearance. Evidence of service including a certification from the Clerk of Court may be required by the Executive Director. This Article is inapplicable to any situation where the employee is a party plaintiff or defendant, or who otherwise has a direct or indirect interest in the outcome of the lawsuit.

Section 4. The employee is expected to report to his/her regular duty when his/her attendance at court is not required.

ARTICLE 35
EXCHANGE OF INFORMATION

Section 1. The employer and the Association agree to make available to each other, upon reasonable request and within a reasonable time thereafter, such information, statistics, records, or documents related to the bargaining unit or Association business which are in their possession and are necessary for negotiations and/or the implementation of the Agreement. The parties shall not be required to compile such material in the form requested if it is not already compiled in that form, unless mutually agreeable.

Section 2. Neither of the parties shall be required under the terms of this Article, to make available to the other, information which is privileged or declared to be confidential under the terms of any statute.

Section 3. The Association shall annually provide the Executive Director with a list of its officers, executive council and building representatives, not later than September 15th of each school year. The Association shall be responsible for updating this list when changes occur after September 15th.

ARTICLE 36
MEET AND DISCUSS COMMITTEE

Section 1. The Employer and the Association shall each designate a reasonable number of representatives to a joint meet and discuss committee which shall meet at the request of either party.

Section 2. Meetings of the joint committee shall be conducted in accordance with the meet and discuss provisions of the Public Employee Relations Act.

ARTICLE 37
DISCIPLINARY MEETINGS

Section 1. In the event it becomes necessary to hold a disciplinary meeting, defined as expected to result in disciplinary action or the consideration of disciplinary action against the employee, the employee shall, except in an emergency, be given advance notice of the meeting, be appraised of the nature of the meeting, and shall be entitled to be accompanied by an Association representative.

Section 2. Should a conference for another purpose become disciplinary in nature, the employee shall have the right to request Association representation prior to continuation of the conference.

ARTICLE 38
ASSOCIATION DAYS

The Association shall be granted released time with pay for attendance at PSEA conferences and/or other Association business in an annual amount not to exceed a total of twenty-four (24) days per year. Such leave and the individuals who will utilize such leave must be approved in advance by the Executive Director and the Association President.

ARTICLE 39
ASSOCIATION OFFICE LEAVE

An unpaid leave of absence of up to two (2) years shall be granted to an employee elected to the Presidency or Vice Presidency of Pennsylvania State Education Association (PSEA) for the purpose of serving in that full-time role.

ARTICLE 40
USE OF FACILITIES

Section 1. Upon request to the Executive Director or his/her designee and with the Executive Director's prior approval, the Association may use an available room at the Bucks IU premises for an Association meeting.

Section 2. The Association may utilize existing employee mailboxes in the Bucks IU offices for distribution of Association materials provided that a copy of any item placed in employees' mailboxes shall first be given to the Executive Director.

ARTICLE 41
ASSOCIATION EXPENSES

The Association shall reimburse the Bucks IU for any expenses incurred by the Bucks IU for the use of materials, facilities and/or equipment used for Association business. Any such use of materials, facilities, or equipment shall only be permitted with the prior approval of the appropriate supervisor.

ARTICLE 42
ASSOCIATION BUSINESS

All Association business, except that which is specifically approved by the Executive Director, shall be conducted at times other than the teacher work day.

A formal meeting between the Executive Director and the Association President or his/her designee shall occur once per month or as the parties otherwise deem necessary.

ARTICLE 43
DUES DEDUCTION

Section 1. The employer agrees to deduct dues from the salaries of members of the Association as said members authorize the employer to deduct and to transmit the withholding by check promptly to the Association.

Section 2. Deductions will be made in as nearly equal-pay period installments as possible during the school year.

Section 3. The employer, on a monthly basis, shall transmit to the Association a single check in the amount of all dues so deducted.

Section 4. The Association on or before October 15 of each year shall transmit to the employer a list of those employees who have properly signed payroll deduction authorizations. The Association will provide the Bucks IU with signed authorization forms for each employee desiring payroll deduction for Association dues.

Such forms shall contain the following:

This is to authorize payroll deductions for dues from my pay in the amount determined by the Association and as contractually provided. This authorization will remain in effect

unless cancelled in writing fifteen (15) days prior to the expiration of the Collective Bargaining Agreement in effect on this date.

Date

Signature

Section 5. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Administration for the purpose of complying with any provisions of this Article.

ARTICLE 44
MAINTENANCE OF MEMBERSHIP

Employees who are members of the Association on the date of this Agreement, and employees who join the Association after the effective date, shall remain members for the duration of this Agreement, provided, however, that an employee may resign from the Association during a period fifteen (15) days prior to the expiration of this Agreement, as provided in Act 195.

ARTICLE 45
EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

ARTICLE 46
WORK STOPPAGE

Both parties agree to faithfully abide by the provisions of Act 195 and Act 88. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that it and the members of the bargaining unit will not, during the term of this Agreement, engage in a strike, slowdown, sick-out or any other concerted effort designed to impair the normal operation of the Bucks IU t, and the Bucks IU will not engage in a lockout of any employees in the bargaining unit.

ARTICLE 47
MANAGEMENT RIGHTS

Section 1. The employer hereby reserves to itself the authority conferred upon it by law. Such authority shall be deemed to be limited, except by the express provisions of this Agreement.

Section 2. It is understood and agreed that the employer, at its sound discretion, possesses the right, in accordance with applicable law, to direct, manage and control all operations of the Bucks IU including the direction of the working force and the right to plan, direct, and control the

operation of all equipment and other property of the employer, to determine the employment and assignment of employees, the types of work to be performed, the programs, the number of employees required, to select and hire employees, and to make, apply and enforce reasonable rules and regulations, provided only that such rights shall not be exercised by the employer in violation of the express provisions of this Agreement.

Section 3. Matters of inherent managerial policy are reserved exclusively to the employer. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the employer, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 4. The employer shall have the exclusive right to promulgate reasonable rules and regulations as well as standard operating procedures to be followed by employees.

Section 5. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the employer in the past. The listing of management rights in this Article is subject to the express provisions of this Agreement.

ARTICLE 48 **WAIVERS**

The Association and the Board acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire Agreement between the parties for the term of this Agreement, each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

ARTICLE 49 **PRINTING OF AGREEMENT**

Copies of this Agreement shall be made available by the Bucks IU after the agreement is fully executed and in a format mutually agreed to by the Bucks IU and the EA. Such copies will be made available within a reasonable time after the Agreement is signed. The Association will reimburse the Bucks IU for the cost of copies it requests. The Agreement shall be made available to all bargaining unit employees on the Bucks IU website.

ARTICLE 50
SEPARABILITY

In the event that provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in force and affect.

ARTICLE 51
HEADINGS

Any headings preceding the text of the several Articles hereof are inserted for convenience of reference and by themselves shall not constitute a part of this Agreement nor shall they affect its meaning, construction, or effect except when taken in full context of the Articles to which the headings themselves pertain.

ARTICLE 52
CONSTRUCTION

The Association and the Board agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provisions of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

ARTICLE 53
ENTIRE AGREEMENT

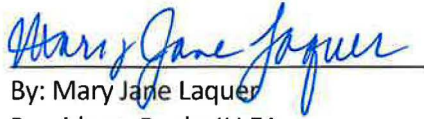
This Agreement represents the entire understanding between the Bucks IU and the Association and there are no agreements, conditions, or understandings either oral or written, other than as set forth herein. There are no implied individual, Association or Board rights. The only rights are those expressly set forth in this Agreement. It is further agreed that no amendment, change, modification, or addition to this Agreement shall be binding upon either party hereto unless reduced to writing and signed by both the parties.

ARTICLE 54
TERM OF AGREEMENT

This Agreement shall take effect July 1, 2023 except as otherwise expressly provided in this Agreement and shall remain in full force and effect through June 30, 2027.

Executed as of the date of ratification, 20th day of June, 2023 on behalf of:

**BUCKS COUNTY
INTERMEDIATE UNIT #22
EDUCATION ASSOCIATION**



By: Mary Jane Laquer
President, Bucks IU EA

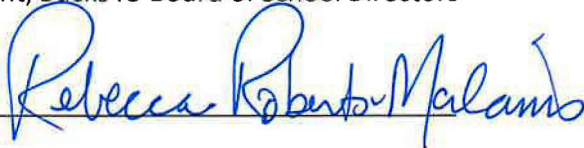
Attest: 

Date: June 20, 2023

**BUCKS COUNTY
INTERMEDIATE UNIT #22
BOARD OF SCHOOL DIRECTORS**



By: John D'Angelo
President, Bucks IU Board of School Directors

Attest: 

Date: June 20, 2023

APPENDIX

SALARY SCHEDULES

APPENDIX A-1

2023-2024					
	B	B+15	M	M+15	M+30/D
2	\$52,000	\$54,000	\$57,000	\$60,000	\$63,000
3	\$52,500	\$54,500	\$58,093	\$61,507	\$64,861
4	\$53,000	\$55,000	\$60,091	\$63,709	\$67,044
5	\$53,500	\$55,500	\$62,088	\$65,911	\$69,224
6	\$53,897	\$56,720	\$64,086	\$68,114	\$71,407
7	\$55,121	\$59,021	\$66,694	\$70,824	\$74,475
8	\$57,345	\$61,322	\$69,302	\$73,534	\$77,542
9	\$59,570	\$63,623	\$71,909	\$76,244	\$80,612
10	\$61,794	\$65,924	\$74,517	\$78,954	\$83,680
11	\$64,326	\$68,532	\$77,662	\$82,124	\$87,156
12	\$66,856	\$71,139	\$80,808	\$85,295	\$90,633
13	\$69,388	\$73,747	\$83,952	\$88,465	\$94,110
14	\$72,506	\$76,765	\$87,633	\$92,147	\$98,406
15	\$76,706	\$80,912	\$92,114	\$96,627	\$104,011
16	\$80,905	\$85,059	\$96,594	\$101,107	\$109,616

APPENDIX A-2

2024-2025					
	B	B+15	M	M+15	M+30/D
2	\$55,000	\$57,500	\$60,000	\$63,000	\$66,000
3	\$55,500	\$58,000	\$60,500	\$63,500	\$66,500
4	\$56,000	\$58,500	\$61,000	\$64,000	\$67,500
5	\$56,500	\$59,000	\$62,500	\$66,250	\$69,250
6	\$57,000	\$59,500	\$64,086	\$68,114	\$71,407
7	\$57,501	\$60,001	\$66,694	\$70,824	\$74,475
8	\$58,001	\$61,500	\$69,302	\$73,534	\$77,542
9	\$59,570	\$63,623	\$71,909	\$76,244	\$80,612
10	\$61,794	\$65,924	\$74,517	\$78,954	\$83,680
11	\$64,326	\$68,532	\$77,662	\$82,124	\$87,156
12	\$66,856	\$71,139	\$80,808	\$85,295	\$90,633
13	\$69,388	\$73,747	\$83,952	\$88,465	\$94,110
14	\$72,506	\$76,765	\$87,633	\$92,147	\$98,406
15	\$77,706	\$81,912	\$93,114	\$97,627	\$105,011
16	\$82,905	\$87,059	\$98,594	\$103,107	\$111,616

APPENDIX A-3

2025-2026					
	B	B+15	M	M+15	M+30/D
2	\$57,500	\$60,000	\$62,500	\$65,500	\$68,500
3	\$58,000	\$60,500	\$63,000	\$66,000	\$69,000
4	\$58,500	\$61,000	\$63,500	\$66,500	\$69,500
5	\$59,000	\$61,500	\$64,000	\$67,000	\$70,000
6	\$59,500	\$62,000	\$64,500	\$69,001	\$72,500
7	\$60,001	\$62,501	\$67,250	\$70,824	\$74,475
8	\$60,501	\$64,001	\$69,302	\$73,534	\$77,542
9	\$61,001	\$64,750	\$71,909	\$76,244	\$80,612
10	\$62,502	\$66,001	\$74,517	\$78,954	\$83,680
11	\$64,326	\$68,532	\$77,662	\$82,124	\$87,156
12	\$66,856	\$71,139	\$80,808	\$85,295	\$90,633
13	\$69,388	\$73,747	\$83,952	\$88,465	\$94,110
14	\$72,506	\$76,765	\$87,633	\$92,147	\$98,406
15	\$78,806	\$83,012	\$94,214	\$98,727	\$106,111
16	\$85,105	\$89,259	\$100,794	\$105,307	\$113,816

APPENDIX A-4

2026-2027					
	B	B+15	M	M+15	M+30/D
2	\$59,000	\$62,000	\$65,000	\$68,000	\$71,000
3	\$59,500	\$62,500	\$65,500	\$68,500	\$71,500
4	\$60,000	\$63,000	\$66,000	\$69,000	\$72,000
5	\$60,500	\$63,500	\$66,500	\$69,500	\$72,500
6	\$61,000	\$64,000	\$67,000	\$70,000	\$73,000
7	\$61,500	\$64,500	\$67,500	\$71,501	\$75,000
8	\$62,001	\$65,001	\$70,001	\$73,534	\$77,542
9	\$62,501	\$65,501	\$71,909	\$76,244	\$80,612
10	\$63,001	\$66,001	\$74,517	\$78,954	\$83,680
11	\$65,502	\$68,532	\$77,662	\$82,124	\$87,156
12	\$66,856	\$71,139	\$80,808	\$85,295	\$90,633
13	\$69,388	\$73,747	\$83,952	\$88,465	\$94,110
14	\$72,506	\$76,765	\$87,633	\$92,147	\$98,406
15	\$79,906	\$84,112	\$95,314	\$99,827	\$107,211
16	\$87,305	\$91,459	\$102,994	\$107,507	\$116,016

**APPENDIX B
BUCKS COUNTY INTERMEDIATE UNIT
GRIEVANCE FORM**

(To Be Developed into an Electronic Form Mutually Agreed Between Bucks IU and Bucks IU EA)

Grievance # _____

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP 1 - INFORMAL MEETING HELD WITH SUPERVISOR

Date: _____

Persons at Meeting: _____

Outcome: _____

STEP 2 - PROGRAM DIRECTOR

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance - Include Contract Section(s) _____

Signature

Date

C. Disposition by Program Director _____

Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP 3 – ASSISTANT TO THE EXECUTIVE DIRECTOR

A. Date Received by Assistant to the Executive Director _____

B. Disposition by Assistant to the Executive Director _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP 4 – DEPUTY EXECUTIVE DIRECTOR

A. Date Received by Deputy Executive Director _____

B. Disposition by Deputy Executive Director _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP5- EXECUTIVE DIRECTOR

A. Date Received by Assistant to the Executive Director _____

B. Disposition by Assistant to the Executive Director _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP 6 – ARBITRATION

A. Date Submitted to Arbitration _____

Signature and Title of Association Representative_____

B. Date Received by Executive Director _____

Timelines Per Article 19

Step 1 – Informal meeting with Supervisor

Step 2 – Within twenty (20) days of meeting with Supervisor, the EA may file a grievance to the Program Director. Program Director has twenty (20) days to respond.

Step 3 - Within ten (10) days of Step 2 decision, EA may file a grievance to Assistant to the Executive Director. Assistant to the Executive Director has ten (10) days to respond.

Step 4 – Within ten (10) days of Step 3 decision, EA may file a grievance to Deputy Executive Director. Deputy Executive Director has ten (10) days to respond.

Step 5 – Within ten (10) days of Step 4 decision, EA may file a grievance to Executive Director. Executive Director has twenty (20) days to respond.

Step 6 – Within thirty (30) days of Step 5 decision, EA has the right to appeal to Arbitration.

APPENDIX C
LIST OF APPROVED COLLEGES/UNIVERSITIES FOR TUITION REIMBURSEMENT

Arcadia University
Bloomsburg University
Cabrini College
Cairn University
California University of Pennsylvania
Capella University
Chestnut Hill College
Cheyney University
Clarion University
College of New Jersey
DeSales University
Delaware Valley University
Drexel University
Eastern University
East Stroudsburg
University of Pennsylvania Edinboro
University of Pennsylvania
Fitchburg University in conjunction with Perkins School for the Blind*
Flagler University (Deaf and Hard of Hearing Graduate Level Classes)
Gallaudet University (Deaf/Hearing Impaired Instructional Classes) *
George Mason University (Classes Leading to Assistive Technology Certification Only) * George
Washington University (Classes Leading to Brain Injury Certification/Transition Certification Only.)*
Gwynedd-Mercy College
Holy Family University
Immaculata University
Indiana University of Pennsylvania
Jefferson University
John Hopkins University (Classes Leading to Brain Injury Teaching Certification Only)*
Kutztown University of Pennsylvania
La Salle University
Lehigh University
Lindenwood University
Lock Haven University of Pennsylvania
Mansfield University of Pennsylvania
Millersville University of Pennsylvania
Misericordia University (Classes Leading to OT Pediatric Certification and/or Autism Spectrum
Disorder Certification Only) *
Moravian College
Neumann University
Pennsylvania State University
Philadelphia College of Osteopathic Medicine Rider University

Rutgers University
Salus University
Shippensburg University of Pennsylvania
Slippery Rock University of Pennsylvania
St. Joseph's University
Southern New Hampshire University
Temple University
Texas Christian University (TCU)
University of Pennsylvania
University of the Arts
Villanova University
West Chester University
Wilkes University
Wilson College** (**only approved for courses offered as a university cohort through partnership with the Bucks IU*).
Wilson University (**only approved for courses offered as a university cohort through partnership with the Bucks IU*).

*(These classes are limited to certification or subject areas listed only.)