

AGREEMENT BETWEEN

**THE EXECUTIVE COUNCIL OF
MIDDLE BUCKS INSTITUTE OF TECHNOLOGY**

AND

THE MIDDLE BUCKS EDUCATION ASSOCIATION

(July 1, 2017-through June 30, 2021)

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(July 1, 2017 Through June 30, 2021)

ARTICLE I
RECOGNITION

1. a. **Recognition.** The "Executive Council" recognizes the Middle Bucks Education Association, hereafter referred to as the "Association," as the certified "bargaining agent" as is exemplified by Appendix "A" attached hereto and made a part hereof by reference, and, for the employees properly included in such bargaining unit under the conditions of "Act 195" or Labor Board ruling pursuant thereto.

The recognition granted herein shall not be construed to expand the scope of collective bargaining required by law, nor shall it be construed to the Council's prejudice in implementing the provisions of the School Law, nor shall this agreement be construed to limit the scope of bargaining required by law.

b. **Continued Recognition Conditional Upon Certified Status.** The recognition hereunder shall be honored by the Council for the term or extended term of the contract, or until the certification is revoked or suspended, whichever occurs first.

c. **Estoppel Clause.** Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party, and constitutes the entire agreement, superseding all prior agreements or understandings.

2. **Term of Agreement.** The term of this agreement begins on July 1, 2017 and shall hereafter continue in full force and effect until June 30, 2021 or until such later date as the parties may hereinafter mutually agree as to be the extended ending date.

3. **Extension of Agreement.** Any extension of this agreement shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto, after ratification by the parties.

4. **Modification of Agreement.** This agreement shall not be modified except by written amendment duly ratified and agreed to by both parties, which shall be physically attached to the official copies hereof.

5. **No Strike - No Lockout.** Both parties agree to faithfully abide by the provision of Pennsylvania Public Employee Bargaining Law, Act 195 and Act 88. As a condition of the various provisions of this agreement to which the parties have agreed, the Association agrees that it will not authorize any strike whatsoever during the term of this agreement. Any strike not authorized and ratified by the Association shall be deemed an unauthorized strike. The Association will disavow unauthorized strikes and urge an immediate return of unauthorized strikers to work. It is understood that unauthorized strikers may be subject to discipline, suspension, demotion, or discharge as provided by law. This Association obligation shall continue during the term of this agreement, and Council pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement.

ARTICLE II INTERPRETATION, SEVERABILITY AND MANAGEMENT RIGHTS

1. **Interpretation.** Council and the Association recognize the function of Council and its professional personnel is to assure each child the highest educational opportunity, consistent with community resources. Council knows achieving this goal depends upon attracting and retaining qualified personnel by sound policies respecting the compensation, hours and working conditions of its professional staff. In addition, it is an objective of Council to promote cooperation, mutual understanding, and effective communications between Council and its professional personnel on school policy matters. Thus, Council agrees to listen to and consider on their merits such proposals as to discretionary policy which may be in its power to implement as provided under the Article "Meet and Discuss".

2. **Severability.** If any clause, sentence, paragraph or part of the contract, or application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this contract and the application of such provision to other persons or circumstances, but shall be confined in its operation to the clause, sentence, paragraph or part thereof, directly involved in the controversy. It is hereby declared to be the intent of this agreement that this contract would have been adopted had such invalid provision not been included, and it is further agreed that this contract is the entire contract, any understandings or agreements heretofore made notwithstanding.

3. **Management Rights.** Without limiting the generality of the foregoing, Council is under no obligation to bargain on the functions and programs of the Middle Bucks Institute of Technology, the standards of its services, its budget, utilization of technology, its organization, or the selection, promotion, assignment or direction of personnel; and Council shall be constrained only by such restrictions as are expressly set forth in this agreement or as are provided for by law.

ARTICLE III MEET AND DISCUSS

1. a. **Committee.** A "meet and discuss" committee will be established.

b. **Procedure.** Item(s) presented to the “meet and discuss” committee shall be at the initiative of the Association, which shall be responsible to reduce said item(s) to written form in the event of referral to Council. All such item(s) shall be first presented to the committee, before being presented to Council. If not resolved in committee, Council shall be entitled to receipt of such written proposal(s) no less than five (5) working days prior to a regularly scheduled meeting, with a copy thereof so delivered to the Director, Council agrees to issue a written decision within five (5) working days following the next official Council meeting (quorum present). Item(s) agreed to requiring further action shall be referred to Council at the next official meeting thereof.

c. **Committee Members.** The “meet and discuss” committee shall consist of those Association members, a maximum of four (4) who shall be selected by the Executive Council of the Association, the Director, and appointed Council members, a maximum of three (3) or delegates. The Director, in mutual agreement with the President of the Association or his delegate, shall schedule all such meetings.

ARTICLE IV MISCELLANEOUS RIGHTS

1. **Use of Bulletin Boards.** The Association shall have the use of one bulletin board in the faculty lounge.

2. **Association Business.** Employees and their representatives agree that Association internal business may be conducted on premises on weekdays after second session student dismissal, but only with the advance clearance and approval of the Director. Such approval will be granted as of course, except in cases when the school is otherwise closed to all, or there are pre-existing conflicts. The Association shall not cause or allow disturbance to the school routine.

3. **Released Time for Association Business.** A total of five (5) teacher work days of absence for Association business shall be granted at regular pay, with no loss of sick leave, personal leave or other privileges. The released time shall not be per teacher or individual but cumulative for the entire Association. Said days shall be taken as entire days, and only two (2) bargaining unit members shall be so absent on any one day. The Association must notify the Director three (3) days in advance of such leave.

4. **Release Time.**

a. For such time, including all necessary travel time, as an Association representative is scheduled to participate, during working hours in negotiations, grievance proceedings, or P.L.R.B. hearings, he shall suffer no loss in pay, sick leave, or personal leave.

b. One Professional employee per month shall be permitted one day’s leave, subject to deduction of such employee’s salary, for PSEA business.

5. **Use of School Equipment.** The Association shall have the privilege of the use of computers, photocopy machines and audiovisual equipment, subject to custodial rules. The Association shall pay the cost of materials and supplies used, and for any loss to, damage to,

disappearance of such equipment while in its custody, or necessary repairs to said equipment caused by misuse or neglect.

6. **Information.** Council agrees to furnish to the Association such individual and group data, as to teachers' insurance premiums (or salaries and credits) as it may have at the time of the request, together with experience from the records. Council also agrees to make available to the Association upon its request that materials which an individual citizen might obtain by virtue of the various right-to-know laws (such as annual financial reports, the yearly budget, and agendas and minutes of all Council meetings). Further, Council agrees to provide to the Association any non-confidential, non-privileged information necessary to process any grievance or complaint under this contract. It is understood and agreed such information cannot be demanded over the counter, but it is to be pursuant to written request. Files or documents will not be allowed to leave the offices where they are kept, and must be examined in the presence of a representative of the administration. Secret removal by an employee of any file contents shall be considered cause for sanctions against such employee.

7. **Public Criticism.** Except to prevent imminent danger to life or property, any question or criticism by a supervisor, administrator or Council member of a teacher's instructional methodology shall be made in confidence and not in the presence of students, parents or in public gatherings. Neither shall members of the teaching staff criticize supervisors, administrators or Council members as to their job performance in the presence of students, parents or public gatherings. This is not to be construed to inhibit Association activities or Council policy.

8. **Copies of Agreement.** Fifty (50) copies of this agreement shall be printed at Council expense within thirty (30) days after it becomes effective. A copy of the agreement shall be presented to all bargaining unit members now or hereafter employed by Council.

9. **Professional Employees' Personnel Files.** Professional employee files shall be maintained in accordance with the following procedures:

a. No material derogatory to a bargaining unit employee's conduct, service, character, or personality shall be placed in the official employee files unless it is signed by a person competent to know the facts or to make the judgment, and unless the professional employee has had an opportunity to read the material. The employee shall be given an opportunity to acknowledge the employee has read such material by signing or initialing the actual copy to be filed, the meaning of such signature on the file copy being specifically limited to signify that the employee has read the materials to be filed. Such initialing or signature does not necessarily indicate agreement with its content. No bargaining unit member shall be interrogated regarding any anonymous derogatory material without representation if requested.

The Administration is encouraged to place in the professional employee's file information of a positive nature including special commendations, achievements, performances or contribution of an academic, professional or curricular nature.

b. The employee shall have the right to answer any material filed in the employee's official file and the employee's answer shall be attached to the file copy within

twenty (20) working days of receipt of written notification that a document is being placed in the professional employee's file.

c. Upon request, the employee shall be permitted to examine the employee's file. If the employee consents, the review may be made jointly with a representative of the Association. The employee will be required to sign a form to be placed in the employee's file that the employee has examined the employee's file, and the date the employee has done so, in each such case.

d. The employee shall be permitted to make extracts or copies on the premises of any material in the employee's official file. Secret removal by an employee of any file contents shall be considered cause for sanctions against such employee.

10. **Required Meetings.** Except in dismissal or demotion cases, where procedures or remedies are mandated by law, whenever a professional employee is required to appear before the Director, Council, or any committee or member thereof, to answer to charges made by the Director or Council which could adversely affect the employee's continuation of office, position or employment, or salary or increments thereof, the employee shall be entitled to have representation. Investigation shall not be deemed to mean charges. If wages have been withheld as a result of such charges, the employee shall be restored any such wages upon his exoneration from, or the withdrawal of, such charges by the complaining party.

11. **Employment Security.**

a. **Notification.** On or before June 1 of each year, each bargaining unit member will be given written notice of their employment status for the next school year as it relates to program assignments, subject to formal action of the Board at its June meeting.

b. **Reasons for Termination.**

1. Where a bargaining unit member is not protected by tenure, and has served Middle Bucks Institute of Technology as a bargaining unit member for three (3) consecutive school years, and who has received a satisfactory rating during the last four (4) months of the third year, upon beginning his/her fourth regular school year, the employee's contract may not be validly terminated by the school except for one or more of the causes specified in Section 1122 of the School Code, as amended from time to time.

2. No bargaining unit member shall be disciplined in writing or discharged without just cause.

12. **Formal Observations.**

a. **Observations.** All formal observations of the work performance of any bargaining unit member for purposes of preparing formal performance rating forms required by the School Code and the Department of Education shall be conducted with the full knowledge of the bargaining unit member. The bargaining unit member shall be given a signed copy of any formal observation reports prepared by the observer within five (5) working days of the observation. At that time the observer shall conduct a "face to face" conference to discuss the

strengths and weaknesses evidenced during the observation, together with specific written recommendations and/or expectations for improving his/her performance. Subsequent observations shall be made only after the "face to face" conference from the previous observation has been completed. All formal observations for rating purposes shall be a minimum of thirty (30) minutes in duration and shall be reduced to a written report.

This shall not preclude the use of anecdotal records, signed and dated by the observer, of job performance at other times. A copy of such anecdotal records shall be furnished to the bargaining unit member.

b. **Critique.** Within six (6) weeks prior to placing the formal rating form on record, the evaluator of the bargaining unit member shall discuss the strengths and weaknesses evidenced during the period since the previous report (if any), together with specific written suggestions as to the measures the member should take to improve his performance.

c. **Receipt.** Administration may require the bargaining unit member to sign a written receipt for any written materials furnished him pursuant to this section. Said receipt shall not be considered to constitute either agreement or disagreement with the content of said writings.

13. **Seniority.** The seniority of a bargaining unit member shall be determined by length of service, computed in terms of time from the first day of the employee's latest period of continuous employment. The first day of such employment shall mean the effective date as approved by Council in its official minutes. A bargaining unit member shall lose seniority rights if the employee resigns, or if the employee is discharged in accordance with the School Code. However, seniority shall not be lost if the bargaining unit member is absent for one (1) year (365 days) or less due to illness, accident, maternity, or approved leave.

14. **Outside Complaints.** Any complaints regarding a professional employee made to any member of the administration by any parent, student, or other person which are, or could be, used in any manner in evaluating said employee shall be immediately brought to the attention of said employee. The employee shall have the right to respond to and to rebut such complaints.

15. **Uniformity.** Within the scope of this agreement, actions taken by Council or Administration with respect to a bargaining unit member shall be for cause, and of uniform applicability to all members of the bargaining unit in like circumstances. Such actions shall be conducted only in compliance with Section 10 (Required Meetings) of this agreement.

16. **Certification.** At the time of hire, employees will be given a copy of the collective bargaining agreement along with an explanation of that person's salary placement, the way he or she could move on the salary schedule and inform the employee of their obligation to actively pursue and maintain appropriate State teaching certification.

17. **Residency.** Residency shall not be a condition of employment.

18. **Mentor Teacher Compensation.** A mentor teacher, as authorized by the Director, will receive an annual stipend of \$1,000. A mentor teacher shall perform the duties and responsibilities as approved in the Act 178 Induction Plan.

19. **Advisors/Sponsors Stipend.** The advisor/sponsor to **HOSA**, NTHS, SkillsUSA, FFA, PBA, and Philanthropy Today shall receive an annual stipend of \$1,200. The same stipend shall be paid to the advisor/sponsors of any new student organization approved by the Middle Bucks Executive Council. The stipend shall be raised to \$1,300 for fiscal year 2020 and \$1,400 for fiscal year 2021.

20. **Overnight Chaperone Stipend.** Teachers who supervise overnight for student activities shall receive compensation of \$100/night.

21. **Fair Share Fee.** Employees in the bargaining unit who are not members of the Association on the effective date of this Agreement shall be required to pay to the Association a "Fair Share Fee" for services rendered as the exclusive bargaining agent. For purposes of this section, "Fair Share Fee" shall mean the regular membership dues of the Association, less the cost for the previous fiscal year of its activities or undertaking which were not reasonably employed to implement or effectuate the duties of the Association as the exclusive representative, as provided under Act 84 of 1988.

The Council on or before September 15 of each year, will provide the Association with a list of the names and addresses of all bargaining unit members. The Council will also provide the Association with the name and address of any employee hired after September 15, such notice to be provided within thirty (30) days after the date of hire. Within thirty (30) days of the signing of this Agreement, and by December 15 for any subsequent years of this agreement, the Association shall provide the Council with names of employees who are non- members of the Association, the amount of the "Fair Share Fee," and a payment schedule for the deduction of the fee. For employees hired after September 15 of each year, the Association will provide the Council with the amount of the fee and a payment scheduled for deduction of the fee within thirty (30) days after receipt of notice from the Council of such employee's hiring. The Council will deduct such fee from the paychecks of each non-member in accordance with the schedule provided, and shall promptly transmit the amount deducted to the Association treasurer.

The "Fair Share Fee" shall mean the regular membership dues required of members less the cost of activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Association as exclusive representative. The Association will, upon request of the Council, provide documentation to the Council showing compliance with the above definition of the fee calculation.

The Association will indemnify, defend and hold the Council harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Council to comply with the provisions of this section.

ARTICLE V WAGES AND SALARIES

1. The parties agree that wages and salaries to be effected by this agreement are accurately reflected in Appendix "B", made a part of this agreement, and that the schedule of wages and salaries set forth in Appendix "B" shall be the schedule which shall remain in force for the period of this agreement.

In the event that the term of this agreement shall be extended and in the event mutually agreed upon changes result, a revised Appendix "B" shall be executed by the parties and attached to and made part of this agreement.

ARTICLE VI OTHER EMPLOYEE BENEFITS

1. The parties agree that other employee benefits provided under this agreement are all contained in Appendix "C" attached to and made a part of this agreement.

Any changes in other employee benefits to which the parties may agree shall be evidenced by a revised Appendix "C" which shall be executed by the parties and attached hereto and made part of this agreement.

ARTICLE VII LEAVES OF ABSENCE

1. The parties agree that leaves of absence are governed by the provisions of Appendix "D" attached to and made a part of this agreement.

Any changes in leaves of absence to which the parties may agree shall be evidenced by a revised Appendix "D" which shall be executed by the parties and attached hereto and made a part of this agreement.

ARTICLE VIII HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

1. The parties agree that hours of work and other conditions of employment which are affected by this agreement are contained in Appendix "E" attached to this agreement.

Changes in hours of work or other conditions of employment to which the parties may agree shall be evidenced by a revised Appendix "E" which shall be executed by the parties and attached hereto and made part of this agreement.

ARTICLE IX JOB SECURITY AND JOB PERFORMANCE

1. The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of employees. The parties hereby agree that the provisions of the School Code shall govern the manner in which the job security, job progression, and reduction in force practices shall be affected with respect to members of the bargaining unit.

In the event that terms not inconsistent with and not in conflict with the School Code shall be agreed upon by the parties with respect to job security, job progression, and reduction in force, such terms shall be made a part of Appendix "E".

ARTICLE X ARBITRATION - GRIEVANCE PROCEDURE

1. It is recognized that on occasion a grievance may arise between Council and one or more of its professional employees or between Council and Association relating to the interpretation, operation, or application of this agreement. The parties to this agreement agree that an orderly and expeditious resolution of grievances as to disputes as to the meaning and application of the terms of this agreement is vital. It is expected that prior to filing a formal grievance, members of the MBEA Grievance committee will meet with members of the administration, including the Director, to discuss the issues and make every attempt to resolve the dispute before proceeding to Step I of the grievance process.

a. **Step I.** The aggrieved person or persons initiating an alleged grievance within the terms of this agreement shall present such grievance, in writing, to the Director within twenty (20) working days after its alleged occurrence. The grievance shall state exactly how it pertains to the terms of this agreement. The Association shall receive a copy thereof.

The Director or such supervisor as he may assign shall attempt to adjust the grievance, and will submit a written decision to the aggrieved and to the Association within ten (10) working days after presentation of the grievance.

b. **Step II.** If the action in Step I fails to resolve the grievance, the grievance shall be referred to Council by the Association within ten (10) additional working days. Council shall consider and decide the matter at its next regular meeting and provide the Association with a copy of its ruling.

c. **Step III.** If the action in Step II above fails to resolve the grievance, it shall be referred to binding arbitration under the rules of the American Arbitration Association within fifteen (15) working days after Council action. The Arbitrator shall have no authority where law invests specific power in Council. Any Arbitrator appointed to hear a dispute between the parties shall be limited to a consideration of the facts, the law, and the express terms of this agreement, and shall be without power to modify the terms hereof in any fashion.

ARTICLE XI ENTIRE CONTRACT

1. The parties acknowledge that during negotiations leading to agreement, each had unlimited right and opportunity to demand and propose terms with respect to any subject or matter, under Act 195 terms and that full opportunity to do so was exercised, and that all the understandings and agreements of this contract were arrived at after the full exercise of such rights and opportunities. Therefore, each party, for the life of this agreement, waives the right, and agrees that the other shall not be obligated, to bargain collectively on any matter or subject whatsoever whether herein contained or not. Arbitration is limited to the construction of express terms of this agreement.

ARTICLE XII DURATION OF AGREEMENT

1. a. **Effective Date.** This agreement shall be effective as of July 1, 2017, as herein modified, and shall continue in effect until June 30, 2021.

b. The collective bargaining agreement shall be reopened regarding Medical and Prescription Plan options and premium share for fiscal years 2019; 2020 and 2021. The parties will meet in 2017-2018 to determine when to begin discussions regarding the reopener.

If the parties are unable to reach agreement concerning the reopener by June 30, 2018. The parties agree that Health Care and Salaries shall remain in status quo until agreement is reached.

The remaining terms of the collective bargaining agreement will remain in place and not be subject to status quo during the reopener negotiations. For example. Advisor Stipends listed in paragraph 2 above are not subject to status quo

2. **Notices.** Whenever any notice is required, either party may do so in a writing delivered to the following addresses:

(1) **Association to Council.** If by Association, Council at:

Middle Bucks Institute of Technology
2740 York Road
Jamison, Pennsylvania 18929

(2) **Council to Association.** If by Council, to Association at:

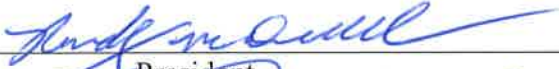
Middle Bucks Institute of Technology
2740 York Road
Jamison, Pennsylvania 18929

3. **Savings Clause.** This agreement shall not be construed to negate substantive rights acquired under prior agreements for bargaining unit members.

4. **Statutory Savings Clause.** Nothing contained herein shall be construed to deny or restrict to any professional employee or the Council such rights as the employee or Council may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations.

This Agreement between the Executive Council and the Association is hereby certified to have been duly adopted and ratified by the respective parties hereto.

For the Middle Bucks Institute of Technology Education Association:

By: 
President
Attest: 
Secretary

Date: June 16, 2017

For the Middle Bucks Institute of Technology Executive Council:

By: 
Attest: 

Date: June 12, 2017

APPENDIX "A"

**COMMONWEALTH OF PENNSYLVANIA
The Pennsylvania Labor Relations Board**

CERTIFICATION OF REPRESENTATIVE

IN THE MATTER OF THE EMPLOYEES OF

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY No. PERA-R-214-E

WHEREAS, a Joint Request for Certification was filed with the Pennsylvania Labor Relations Board pursuant to ARTICLE VI, SECTION 602(3) of the PUBLIC EMPLOYEE RELATIONS ACT, being Act 195 of 1970, and

WHEREAS, the Pennsylvania Labor Relations Board had found the unit appropriate, and the Public Employer has complied with the five (5) day notice required by RULE 3.1(h), and

WHEREAS, no objections having been filed to the Joint Request for Certification, the Pennsylvania Labor Relations Board hereby

CERTIFIES

that THE MIDDLE BUCKS EDUCATION ASSOCIATION

is the EXCLUSIVE REPRESENTATIVE of the employees of the above-named Employer in unit described below for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment.

UNIT:

In a subdivision of the employer unit comprised of teachers, school nurse, and guidance counselor.

SIGNED, SEALED AND DATED at Harrisburg, Pennsylvania this 7th day of
December 1970.

PENNSYLVANIA LABOR RELATIONS BOARD

CHAIRMAN

MEMBER

APPENDIX “B-1”

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY EXTENDED MATRIX WITH INDEXING FORMULA (MEDIAN)

2017-2018 TO 2020-2021SALARY SCHEDULE						
STEPS	LEVELS					
	Column A	Column B	Column C	Column D	Column E	Column F
	INSTRI	B+12	INSTR II	M	M+15	M+30
	INTERN	VOCI	VOC II	90 CR	B	B+24
				BEQ	BEQ+36	BEQ+54
0	47.9%	50.3%	52.7%	55.1%	58.1%	61.0%
1	49.9%	52.7%	55.4%	58.1%	61.3%	64.4%
2	52.0%	55.0%	58.1%	61.1%	64.5%	67.8%
3	54.0%	57.4%	60.7%	64.1%	67.7%	71.2%
4	56.0%	59.7%	63.4%	67.1%	70.8%	74.6%
5	58.0%	62.0%	66.1%	70.1%	74.0%	78.0%
6	60.0%	64.4%	68.7%	73.1%	77.2%	81.4%
7	62.0%	66.7%	71.4%	76.1%	80.4%	84.8%
8	64.0%	69.0%	74.1%	79.1%	83.6%	88.2%
9	66.0%	71.4%	76.7%	82.1%	86.8%	91.5%
10	68.0%	73.7%	79.4%	85.0%	90.0%	94.9%
11	70.1%	76.1%	82.0%	88.0%	93.2%	98.3%
12	72.1%	78.4%	84.7%	91.0%	96.4%	101.7%
13	74.1%	80.7%	87.4%	94.0%	99.6%	105.1%
14	76.1%	83.1%	90.0%	97.0%	102.8%	108.5%
15	78.1%	85.4%	92.7%	100.0%	106.0%	111.9%

Note: Actual salary matrix figures will be developed at the beginning of each school year and will serve as an addendum to this agreement.

APPENDIX "B-2"

INDEXING FORMULA (MEDIAN) WITH EXTENDED COLUMN MATRIX

WAGE AND SALARY PROVISIONS

1. Professional Salary Schedules:

The salary schedules for the years 2017-2018 through 2020-2021 shall be developed in accordance with the following procedure:

A. The minimum starting salary for each year of this agreement shall be determined by calculating a median salary Masters, Step 15 using the Masters, top Step for Centennial, Central Bucks, Council Rock and New Hope-Solebury School Districts as the basis. All other cells shall be calculated based upon the percentages in Appendix B-1.

B. The number of steps in each column shall be 16 (steps 0-15). During the term of this agreement, no employee shall receive less salary in any year than the previous year as a result of the application of the salary matrix.

C. Effective 6/30/14 - Combine M+10/B, BEQ+30 and M+20/B+12, BEQ+42 by averaging the salary for each cell and reclassifying as M+15; B, BEQ+36. Any person within M+10; B/BEQ+30 or M+20/B+12/BEQ+42 when frozen, may continue to move vertically under the column in existence on 6/30/14. Persons in M+20 as of 6/30/14 will not have pay reduced below their 6/30/14 salary.

D. 7/1/17, 7/1/18, 7/1/19 and 7/1/20 - Apply salary formula to Masters at Step 15 as in A. above and calculate all other cells based upon the percentages in Appendix B-1.

E. For any employee who begins employment after 6/30/13, if he/she attains BEQ, he/she cannot move horizontally by building credits onto a BEQ. However, should the employee obtain a Bachelor's degree, he/she can thereafter move upon obtaining the proper amount of credits. Employees on the payroll prior to 6/30/13 may utilize BEQ and build credits upon it for BEQ 36 and 54.

F. If any one or more of the participating districts has not settled its contract negotiations by September 1 of the current school year, then the salary matrix will be developed using the district's previous year's salary schedule. At such time when a salary schedule has been agreed upon in all of the participating districts for the current school year, a new salary schedule shall be developed which will be retroactive, including step increments, where applicable, to the beginning of the school year. If one or more of the participating districts has not settled its contract negotiations by April 1 of the current school year, then the salary schedule that was developed using that district's previous year's salary schedule will remain in place for the remainder of the school year.

Where one of the member School Districts of MBIT has a delayed increase negotiated into its salary scale. MBIT will calculate the increase and spread it proportionately over the entire year for the year in which the delayed increase occurs.

NOTE: Consistent with PDE Bureau of Certification regulations issued September 25, 1999, persons who hold a valid vocational instructional certificate, will be eligible for a Letter of Equivalency for Baccalaureate Degree provided they meet all stipulated requirements. Teachers possessing the Letter of Equivalency for Baccalaureate Degree can request matrix movement to Column D, provided they have earned their Vocational Instructional II certificate and not moved horizontally on the salary scale in that fiscal year (see B-3, 6).

APPENDIX "B-3"

SALARY NOTES

1. To provide the opportunity to obtain qualified and competent teachers, the following policy will serve as a guideline establishing starting salaries:
 - a. One (1) year of credit on the salary schedule will be given for each two (2) years of full-time trade experience in the employee's major teaching area. A person holding a degree in the specialty field of his teaching assignment will be given year-for-year credit.
 - b. Credit will be given year-for-year for validated satisfactory teaching experience in public vocational education on the full-time secondary school level. At the discretion of the Executive Council, credit may also be given for other validated satisfactory teaching experience.
2. Teachers assigned to a formal class teaching assignment (i.e., approved vocational or academic courses generating graduation credits for secondary students) beyond the teachers' work day or teachers' work year as defined in Appendix "E" will be paid an additional sum, pro rata, on an hourly or per diem basis, of their salary pursuant to the above schedule.
3. New bargaining unit employees shall be hired on an established step on the salary schedule.
4. Payroll Salaries of members of the bargaining unit shall be spread evenly over twenty-six (26) pay periods.

In 2017-2018 the first pay date shall be September 1, 2017.

In 2018-2019 the first pay date shall be September 14, 2018.

In 2019-2020 the first pay date shall be September 13, 2019.

In 2020-2021 the first pay date shall be September 11, 2020.

All employees shall be paid through Direct Deposit.

Employees on the School's payroll prior to July 1, 2013 may elect either twenty-two (22) pays with the final pay being a lump sum at the end of the school year, or twenty-six (26) pays. Election must be in writing by June 30 for the following year. However, once an employee elects twenty-two (22) pays, the employee may not in future years change to twenty-six (26) pays. If no election is filed, the employee will receive twenty-two (22) pays.

Employees who first are placed on the payroll after June 30, 2013 shall receive twenty-two (22) pays with the final pay being a lump sum.

5. Mileage Allowance. Mileage for authorized reimbursable travel will be made at the prevailing rate established by the Internal Revenue Service as of the date the travel occurred.
6. Horizontal movement on the salary scale for all professional employees employed after June 30, 1998 will be limited to one column per fiscal year.

APPENDIX "C"

SCHEDULE OF FRINGE BENEFITS

1. MEDICAL AND PRESCRIPTION BENEFIT

Medical Insurance

Effective July 1, 2013, the preferred plans of the Bucks and Montgomery County School District Trust shall be offered to employees with the following employee premium share for the Medical, Surgical and Prescription Plan:

Plan				7/1/17
PC 10/20/70				22%
PC 20/30/70				17%
POS 15				12%

The Trustees shall control the terms and conditions of the Plans. Should the Employer withdraw from the Trust, it shall maintain said plans in effect of withdrawal for the life of the collective bargaining agreement.

Prescription Benefit

During the life of this agreement, the prescription program for all plans shall contain a per-prescription co-pay for generic, formulary brand and name brand (non-formulary brand) as follows:

				7/1/17
Generic				\$5
Brand (Formulary)				\$25
Brand (Non-Formulary)				\$40

Cash in Lieu of Medical Insurance and Prescription Drug Benefits

An employee willing to discontinue coverage under the Medical Insurance and Prescription Drug plans will be eligible to receive up to a total of \$2,000.00, to be paid in monthly installments on account of waiving benefits, as offered. To be eligible, the employee must provide evidence of health insurance coverage elsewhere.

2. INCOME PROTECTION

The Middle Bucks Institute of Technology will pay the employee's premium for income protection (i.e., long term disability) insurance. Sixty-six and two-thirds (66-2/3) percent of normal salary, with a maximum monthly payment of \$6,000.00, to the age of 66, will be provided after forty five (45) days from the start of the disability or expiration of the employee's sick leave (whichever is greater). The above will be reduced by Social Security, Worker's Compensation, PSERS disability or other similar disability plans. This protection will not be reduced by any private insurance carried by the employee.

3. LIFE INSURANCE

The Middle Bucks Institute of Technology will pay the full-time employee's premium for life insurance in the amount of one and a half times the annual salary of the employee.

4. INOCULATIONS

Flu and hepatitis B inoculations will be made available to bargaining unit employees at times to be scheduled by the Administration. Such inoculations shall be administered by the School Physician. As a precondition to such inoculations, waivers of the liability may be required.

5. DENTAL INSURANCE

Executive Council will pay the full-time employee's dental insurance premiums for individual and dependent coverage with an annual maximum of \$2,000. The orthodontia benefit shall be \$1,500 lifetime. Employees electing dental coverage for dependents shall pay \$5 per month.

6. RETIREE'S INSURANCE

An employee with ten or more years of service at the Middle Bucks Institute of Technology who retires may continue coverage at his/her own expense until eligible for Medicare.

7. TUITION REIMBURSEMENT

Tuition reimbursement will not be awarded if the employee fails to obtain pre-approval.

Pre-approval - Requests for tuition reimbursement shall include the name of the institution to be attended, the course titles and numbers, the credit level of each course, a copy of each course descriptor from college's course catalogue, a detailed description of how the course relates to the employee's professional responsibilities within the Program of Study or requirements for a professional certificate and how the professional development will enhance job skills and benefit the vocational or instructional program. Incomplete applications will not be considered. Course offerings by third-party vendor will be accepted at discretion of Administrative Director. Correspondence courses, weekend long courses, video only courses,

self-paced courses, and off-campus non-instructor courses shall not be approved. Courses shall not be unreasonably denied.

For employees in INSTRCT 1/INTERN column and through achievement of Vocational Certificate II or Instructional II, reimbursement shall be available for up to \$5,000 per fiscal year. For movement beyond B+24/VOC II, reimbursement shall be available up to \$2,000 per fiscal year.

Tuition reimbursement shall not be made for any course for which employee receives less than a "B" grade.

Tuition reimbursement will be made for the purchase of occupational competency credits up to a maximum as described above. Any portion of the reimbursement may be obtained in the year when purchased (i.e., when 90 credits have been obtained for one year following the year when the credits have been purchased). It being the intention of the parties hereto that the reimbursement for purchased credits be made out of the maximums set forth above.

8. INSURANCE NOTES

Hospitalization, Income Protection, Vision and Dental Insurance: In the event of a change of carrier, the Middle Bucks Institute of Technology will provide the same or better coverage.

All employees hired as at least one-half time employees (as defined in Appendix "E") will have the opportunity to receive benefits as defined in Appendix C at a pro-rata shared cost. Full-time employees whose employment is reduced to one-half time shall continue to receive full fringe benefits while employed, or if recalled.

Should a professional employee die during the term of this contract, all group coverages will be continued in force for his or her previously covered survivors for sixty (60) days at the cost of Executive Council.

APPENDIX "D"

LEAVES OF ABSENCE

1. SICK LEAVE

All full-time personnel shall be granted ten (10) days sick leave per school year. Employees may use up to five (5) sick days per year of their ten (10) annual sick days to care for sick family members. To qualify, the family member must reside with the employee. MBIT shall have the right to require proof of residence. Unused days shall be cumulative from year to year with no maximum restriction on the amount of accumulated unused days. The Administration reserves the right to request a physician's statement confirming the illness.

2. NOTIFICATION OF ACCUMULATED SICK LEAVE

Each bargaining unit member shall be given a written accounting of accumulated sick leave days at the beginning of the fall term of each school year.

3. ACCUMULATED SICK LEAVE UPON RETIREMENT

During the course of this agreement, should a bargaining unit member retire within the meaning of the Retirement Law(s) provided for school employees, then such person shall be entitled to compensation at the rate of \$40.00 per unused sick day, but not more than \$5,000, payable upon such retirement, or which may be applied to the employee's health insurance premium benefit.

4. LEAVE OF ABSENCE

A bargaining unit member who is unable to work because of personal illness or disability, who has exhausted all sick leave available and will not be granted any additional days by Council, shall be granted a leave of absence without pay for the duration of such illness up to one (1) year, to be reviewed at expiration of such leave. Any request for renewal of leave of absence must be initiated by the teacher.

5. CHILDREARING

An employee who wishes to take an unpaid leave of absence for purposes of childrearing may be granted a leave without pay for a period up to one (1) year. Requests for childrearing leave shall be submitted in writing at least sixty (60) calendar days in advance of such leave. During such leave of absence, fringe benefits may be continued at the employee's expense. Childrearing leave shall run concurrently with any other leave. If a bargaining unit member on an approved childrearing leave does not return upon the expiration of said leave their position is vacated. Furthermore, in order to facilitate the transition for students, a bargaining unit member may return at the beginning of the school year or at the beginning of the second semester.

6. JURY DUTY

An employee called to serve on jury duty shall be granted paid leave of absence for such appearances, not to be deducted from any other leave of absence.

7. DAYS NOT CHARGED

Absence due to injury or illness proven to have been incurred in the course of a bargaining unit member's employment shall not be charged against the teacher's sick leave days for the first five days. After the first five days, the employee shall receive the difference between his/her full salary and any worker's compensation payments received to the extent of available sick days. During such time, the employee's accumulated sick leave will be charged pro-rata based on the portion paid by the school.

8. PERSONAL LEAVE

Three (3) days of leave are available to all full-time personnel during the school year for matters which cannot be scheduled at any other time than regular school hours. Half-time employees shall have available the equivalent of one (1) full day of personal leave. Personal leave must be taken as whole days, except for those employees whose teaching assignment is half day.

Employees will provide at least five (5) days' notice of personal leave requests, except where such notice is not possible under emergency circumstances, in which case the employee will provide as much advance notice as possible. No more than 10% of the faculty may be granted personal leave on any given day, except under emergency circumstances. All personal leave shall have the prior approval of the Director.

Unused personal days will roll over to the following year. The first unused personal day will be added to the personal days and any remaining unused personal days will be converted and accumulated to sick leave.

9. DEATH IN THE FAMILY

In case of death in the immediate family of an employee (father, mother, sister, brother, son, daughter, husband, wife, parent-in-law, grandparent, grandchild, near relative residing in the same household, or any person with whom the employee has made his home), up to five (5) days absence with full pay will be permitted.

10. DEATH OF NEAR RELATIVE

In case of absence on account of death of a near relative of an employee (first cousin, aunt, uncle, niece, nephew, sister-in-law, brother-in-law), full pay shall be allowed for one day.

11. **FAMILY LEAVE**

The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). For FMLA purposes, the 12-month period shall be the fiscal year beginning July 1 and ending June 30.

APPENDIX "E"

HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

1. In determining teaching assignments, the following criteria will be considered: seniority, position requirements, prior teaching or occupational experiences, staff composition and stability. Where all other factors are equal, seniority shall be the prevailing factor. The decision of the Director shall be made on the basis of these factors and shall not be arbitrary or capricious.
2. Teachers must teach two (2) sessions for the full school year to be considered full-time employees. To be considered full time, an employee must work no less than 180 (FTE) student days, and 90 (FTE) student days to be considered one-half time.
3. Employment in any formal class teaching assignment (i.e., approved vocational or academic courses generating graduation credit for secondary students) beyond teacher's work day (as defined in Appendix "E5.") shall first be offered to properly certified members of the bargaining unit. In the event of course consolidation(s), seniority shall determine the relative rights to such consolidation(s), seniority shall determine the relative rights to such employment.
4. The Association and Council agree that members of the bargaining unit will be available to cover hall duty, bus duty, and lunch duty. A schedule that provides for fairness and equity among faculty and that provides a safe and healthy environment for students shall be developed by the administration in consultation with the Association Executive Board. In no event will a teacher be required to perform more than one duty period per day.

The Association President shall not be assigned such duties. For the period 10:25 to 10:40 a.m., should lunch not be served then, Professional Staff shall not be assigned a duty.
5. The teacher's work day shall consist of a maximum of seven (7) hours and thirty (30) minutes. Included in this period (except for emergencies), will be a thirty (30) minute duty-free lunch period. A maximum of six (6) hours may be devoted to teaching and the remainder of time to planning and/or other activities designed to improve the teaching/learning situation.
6. The teacher's work day shall begin fifteen (15) minutes prior to the opening of the student day and shall end no more than forty-five (45) minutes after the close of the student day.
7. Employees are encouraged to participate in committee work for curriculum and other school-wide initiatives, and those who do will not be required to attend meetings lasting past 3:30 p.m. The Director has the authority to appoint employees to one (1) committee per year, whose participation is needed to achieve school goals.

8. It is agreed that certain activities must be conducted outside the normal day and no additional salary payments shall be made for these required duties. These required duties include: parent and student conferences, one (1) open house, one (1) program planning night, and two (2) occupational advisory committee meetings. Faculty meetings shall conclude no later than 3:30 p.m.
9. Severance. If the school curtails program or reduces its force, bargaining unit members shall receive base pay (not including "C" session) for two (2) weeks for five (5) years' service, four (4) weeks of base pay for ten (10) years' service.
10. During the life of this agreement, the school year shall be 192 teacher days, which shall include six (6) in-service days, two (2) "in-lieu of" days, and one (1) opening preparation day. The "in lieu of" days are defined as credit for attending one (1) MBIT district new student/parent orientation and one (1) district program planning night. The opening preparation day will be used for classroom and laboratory preparation prior to the opening of school for students. An in-service plan and schedule shall be developed by the administration with direct input from the professional development committee.

The remaining six (6) in-service days will be designated on the school calendar.
11. Guidance Counselor's work year will be 196 days. Guidance Counselors will work four (4) extra days during the summer for the purposes of scheduling and processing student applications. Two (2) of the days will be worked prior to the start of the school year and two (2) days will be worked after the school year ends. Counselors will receive their per diem rate for these additional days.
12. The Work-based Education Coordinator's work year will be two hundred two (202) days to manage the functions related to their position and oversee students participating in summer work experiences and will be paid per diem for such days.

APPENDIX "F"

GRIEVANCE REPORT FORM
(Submit in Duplicate)

Grievance #: Middle Bucks Institute of Technology

(School Year/Number)

GRIEVANCE REPORT

<u>Assignment</u>	:	<u>Name of Grievant</u>	:	<u>Date Filed</u>
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A. Date Cause of Alleged Grievance Occurred
 Article(s), Section(s) and/or Lines claimed Violated

B. 1. Statement of Grievance

 2. Relieve Sought

Signature

Date

STEP I (Director)

- C. Disposition by Director or designee

Signature

Date

- D. Position of Grievant and/or Association

Signature

Date

STEP II (Executive Council)

- A. Date Received by Executive Council
B. Disposition of Executive Council

Signature

Date

- C. Position of Grievant and/or Association

Signature

Date

STEP III (Arbitration)

E.

A. Date Submitted to Arbitration by Association