

**Westmont Hilltop School District**  
**and the**  
**Westmont Hilltop Education Association**  
**Collective Bargaining Agreement**



**July 1, 2017 through June 30, 2022**

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# ARTICLE OF AGREEMENT

Made this 5<sup>th</sup> day of **May, 2017**, between Westmont Hilltop School District, a body politic organized under the laws of the Commonwealth of Pennsylvania, party of the first part hereinafter called the "Board"

AND

Westmont Hilltop Education Association, a Pennsylvania unincorporated association, party of the second part, hereinafter called the "Association"

Witnessed, for and in consideration of the mutual covenants herein set forth and intending to be legally binding hereby the parties agree as follows:

## ARTICLE I - GENERAL PROVISIONS

### A. **Recognition:**

The Board hereby recognizes the Association or its representatives as the exclusive and sole bargaining representative for all personnel included in the bargaining unit.

The Board recognizes the Association or its representative as the exclusive and sole bargaining representative concerning all matters affecting wages, hours, terms and conditions of employment of all members of the bargaining unit.

The bargaining unit shall include the following classifications of personnel in active service and on leave:

1. Teachers
2. School Counselors
3. School Nurses
4. Program Specialists
5. Librarians

### B. **Long Term Substitute Teacher:**

Long term substitute teacher is defined as any individual employed by the school district to provide professional services for a period of 90 or more continuous school days to fill a temporary vacancy caused by a maternity/parental leave, sabbatical leave or any other leave of absence approved by the Board of Education. The long term substitute shall be eligible for the following compensation and benefits during period of service:

1. Per diem rate based on the first level of the salary schedule for which employee is qualified.
2. Individual health insurance as stipulated in Article VIII of this contract. Long term substitutes may purchase additional dependent coverage at their expense.
3. Family dental and vision insurance as stipulated in Article VIII of this contract.
4. Life insurance coverage as stipulated in Article VIII of this contract.
5. Prorated sick days (non-cumulative), personal days and emergency days as stipulated in this contract.

Long term substitutes shall not be accorded seniority or right to permanent status.

Long term substitute service for consecutive years shall result in salary schedule advancement to the next level.

Continuous unanticipated service in the same position beyond the 90 days shall entitle the employee to retroactive compensation. Benefits shall commence on the 90th day.

Continuous service shall not be interrupted by an approved or excused absence.

### C. **Teacher - Definition:**

Unless otherwise indicated, the term "teachers" when used hereinafter in this agreement shall refer to all members of the bargaining unit. Any reference to male teachers shall include female teachers.

**D. Authority:**

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 undo or unlawful coercion or force by either party.

**E. Term:**

The term of this agreement shall begin on July 1, 2017, and shall continue in full force and effect until June 30, 2022. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by fixing their signature hereto.

**F. No Strike - No Lock-Out Provision:**

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Relations Law Act No. 195 and Act 88. As a condition of the various provisions of this agreement to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act No. 195 and Act No. 88) during the term of this agreement, and the Board pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement. Members of the bargaining unit agree that they will not honor picket lines of any union or unions, or otherwise refuse to report for work by reason of any activities of such union or unions on any of the Board's premises.

## **ARTICLE II - CONDUCTING NEGOTIATIONS**

**A. Meetings:**

1. Meetings between the Association and the Board representatives for the purposes of collective negotiations shall be held upon written request of either party, as provided for in Act 195 "Public Employee Relations Act," and Act 88. Additional meetings may be scheduled when deemed necessary by either party. Meetings shall be held at mutually agreeable times and places. Communications necessary to arrange these meetings shall be exchanged by the President of the Association and the President of the Board of School Directors.
2. Meetings shall begin promptly at the designated hour and shall be opened to neither the public nor the press unless mutually agreeable to both parties.

**B. Scope:**

The parties agree to enter into collective negotiations in good faith in an effort to reach agreement on matters relating to wages, hours and other terms and conditions of employment of all members of the bargaining unit. This agreement shall be reduced to writing and shall be ratified by both parties. At such time both parties will mutually agree upon the time to execute the written agreement.

**C. Information:**

Both parties agree to furnish upon request, financial and personnel data as is available to the public as stipulated by law.

**D. Authority:**

Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be authorized and empowered to make proposals, consider proposals, make counter proposals, in the course of the negotiations, make tentative agreement and recommend these, subject to approval of their respective bodies.

**E. Proposals:**

The Association and the Board agree to present their proposals in a total package to be considered and evaluated by each party. Each party will respond in writing to each proposal presented it.

**F. Procedures:**

1. Both parties have the right to caucus at any time. Considerations of the effective use of time during negotiation meetings should be a consideration in governing length of caucuses.
2. Each item as it is agreed to by both parties will be initialed by both parties. It is understood that any initialed item is subject to Board and membership ratification.
3. All areas agreed upon during negotiations shall be reconsidered only by mutual consent.
4. The Board agrees not to negotiate agreements for members of this negotiating unit with any other organization during the life of this agreement.
5. All agreements will become final only after ratification by both the Westmont Hilltop Board of School Directors and the Westmont Hilltop Education Association.
6. Each party shall notify the other that ratification has taken place. Execution of the written agreement shall take place as stipulated in Section B.

**G. Impasse Procedure:**

Act 195, Article 8, "Public Employees Relation Act," and Act 88 shall apply.

**H. Successor Agreement:**

The parties agree to enter into collective bargaining over a successor agreement no later than January 10, 2022. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

**I. Amendment:**

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

## **ARTICLE III - RIGHTS OF TEACHERS**

**A. Existing Rights:**

Nothing contained herein shall be construed to deny or restrict to any such rights as he may have under the Public School Code as amended, or other applicable laws and regulations such as Act 195, "Public Employee Relations Law," and Act. 88. The rights granted to professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

**B. Right to Meet:**

Any teacher shall have the right at any reasonable time to meet with the principal or superintendent to discuss school matters affecting such teacher.

**C. Teacher Records:**

1. All Professional Staff will be evaluated annually through the PDE Educator Effectiveness System (Act 82 of 2012; 24 P. S. § 11-1123), the Danielson Framework for Teaching.
2. A teacher shall have the right by appointment, to review the contents of his personal file, excepting confidential matters (placement information and recommendations).
3. If a teacher wishes to take exception to any critical material, a written answer may be submitted and made part of the teacher's personal file. These same opportunities shall be afforded any administrator or supervisor mentioned, with a copy of this written response sent to the teacher.
4. No unsigned or improperly identified item shall be placed in a teacher's file.
5. The examination of a teacher's file shall be limited to administrators and the Board of Education. Each file shall contain a signature record indicating who has reviewed it, and this signature record can be reviewed by the teacher.

**D. Criticism:**

Any criticism of a bargaining unit member, administrator or Board member by a bargaining unit member, administrator or Board member on school property shall be made in confidence and never in the presence of students, parents or other public gatherings.

**E. Professional Courtesy:**

Professional courtesy shall be extended and observed by all staff and Board members who are communicating or attempting to communicate with one another.

**F. Tenure and Job Progression:**

The Pennsylvania School Code includes tenure provisions, certification and other regulatory provisions associated with various classes of employees. The parties hereby aver that such provisions of the School Code represent their complete agreement and that said provisions shall be effected with respect to members of the bargaining unit.

**G. Reduction in Force Furlough:**

If a reduction in staff becomes necessary, announcement of and specifics relating to such reduction shall be made to the Association and to the affected person prior to the end of the school year, whenever possible. Reduction in staff shall be made first by attrition and second, on the basis of district wide seniority in the area of one's certification. If in reducing the staff it becomes necessary to make a choice between professional and/or temporary professional employees with the same length of district seniority, then the determining factor shall be total years in and out of the district. In the case where there is no difference in total years of experience, the determining factor shall be the average of the last three years ratings of the professional and/or temporary professional employees in question.

**H. Just Cause:**

No professional employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the School Code except if the applicable provisions thereof are repealed, in which event such matters are to be referred to the grievance procedure.

**I. Meetings or Hearings:**

Whenever any member of the bargaining unit is required to appear before any administrator, the Board or any committee or member thereof, concerning any matter which could adversely affect his professional or legal status: (1) at the initial meeting the teacher may terminate the meeting if he desires representation; (2) Prior to a second meeting, he shall be given written notice of the reasons for such a meeting. Upon request, the member shall also be provided a listing of the people who will be in attendance. He shall be entitled to have a representative of the Association to advise or represent him. The intent of the above is not to interfere with or take away from the normal operation of the educational system.

**J. Non-Discrimination:**

The provisions of this agreement shall be applied without regard to race, creed, color, national origin, age, disability, sex or marital status. None of the aforementioned shall be a condition of employment. Place of residence shall not be a condition of employment.

**K. Income Protection Plan:**

Income protection insurance is available to all full time teachers of the school district by means of payroll deduction.

**L. Tax Sheltered Annuity:**

All full time teachers of the Westmont Hilltop School District shall be allowed to authorize salary deduction for the purpose of purchasing tax sheltered annuities from the company of their choice.

**M. Telephone:**

A telephone available to the teachers shall be installed in a faculty room in each building. The teacher shall be responsible for all personal toll calls made from these telephones.



## ARTICLE IV - RIGHTS OF THE ASSOCIATION

### A. Use of School Buildings:

The Association and its representatives shall be allowed the use of school buildings for meetings after school hours upon notice to and approval from the principal or his office without charge.

### B. Bulletin Board:

The Association shall have in each school building the use of a bulletin board in each faculty lounge and teachers' room.

### C. Mail:

The Association shall be allowed the use of inter-school mail facilities and school mailboxes.

### D. Equipment:

The Association shall be allowed, at the sole discretion of the Administration, the use of school equipment to expedite Association business.

### E. House of Delegates:

The Board shall grant the President and one other member of the Association or their designees, leave without pay to attend PSEA House of Delegate Conventions.

### F. School Visitation - W.H.E.A. President:

The President of the Association or his designee shall be allowed to visit schools before and after school for the purposes relating to Association affairs, provided such business shall not interfere with the normal function of the school.

### G. NEA, PSEA and WHEA Dues:

The Board will deduct association dues authorized by any teacher and remit the same to the Association.

## ARTICLE V - TERMS AND CONDITIONS OF EMPLOYMENT

### A. Teacher Workweek:

Teacher Workweek: The length of the teachers' workweek will be thirty-seven (37) hours and thirty (30) minutes with the exception of at most one PLC meeting (not to exceed 60 minutes in length) per week, the minutes before and after the student day will be devoted to office hours for students, student dismissal supervision, clerical tasks, and collaboration time for teachers; the administration will not schedule professional development activities during this time with the exception of PLC.

### B. Teacher Meetings:

Teachers shall be obligated to attend four meetings per year immediately after the regular workday, Monday through Thursday, for a period of no longer than forty-five (45) minutes per meeting. Two weeks' notice will be provided in advance of a scheduled meeting.

### C. School Calendar:

The Association shall consult on a suggested calendar with the superintendent for the coming year upon written request no later than February 1. Final decision on the calendar rests with the Board.

### D. Medical Examinations:

All medical examinations and tests required by the Board and/or the Commonwealth of Pennsylvania, relating to retention requirements, shall be paid for by the Board. The Board shall have the right to select the doctor making the examination and/or test.

### E. Teaching Assignments:

Each teacher shall have his tentative teaching assignment, grade, subject, building and schedule for the next year by approximately August 1, or sooner if possible.

**F. Voluntary Assignments:**

Any assignment, other than a field trip arrangement between teachers and administration that extends beyond the normal school day shall not be obligatory.

**G. Transfers:**

1. Request by a teacher for a transfer to a different class, building or position shall be made in writing to the superintendent. The teacher will set forth the reasons for the request of the transfer, position sought and qualifications.
2. Transfers shall not be made vindictively or capriciously and shall only be made toward improvement of the school district.

**H. Vacancies:**

1. All vacancies for which teachers may be qualified and eligible shall be adequately publicized by the superintendent. Such notice shall include a complete description of the job and its anticipated accompanying characteristics (tenure status, benefits, etc.) Tentative summer school openings shall be publicized no later than the preceding May 1 and applicants shall be notified of the tentative action taken as soon as possible. Homebound instruction vacancies shall be posted as they occur.
2. In filling such positions, consideration shall be given to the candidate's qualifications and the best interest of the students. All consideration being equal, a candidate who is regularly employed by the Board will be favored.

**I. Protection and Safety:**

1. The Board shall reimburse teachers for any loss, damage or destruction of clothing and or personal property while carrying out assigned duties during the normal work day and assigned duties of their supplemental contracts in an amount not to exceed one hundred twenty-five (\$125) dollars for any one (1) incident. Teachers shall use all precautions in the performance of their duties. Forcible entry and theft will be completely reimbursable. Claims may be reviewed by the Association on the request of the Administration.
2. The School Board recognizes each teacher's right to self-defense as established in common law provisions and a teacher may use such reasonable force as is necessary to protect himself or herself from attack or to prevent injury to another teacher or student.
3. In the case of any assault on a teacher, the district and the administration shall make available to the employee(s) involved all information arrived at through official or unofficial investigations on the incident. Such information shall be made available to the teacher's legal counsel or named representative.
4. In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire or other lethal instrument or incident, no teacher shall be required to participate in any search for such lethal or destructive instrument or to remain in the building while such search is underway.

**J. Classroom Control and Discipline:**

Each principal, in consultation with his faculty, will:

1. Develop an appropriate student disciplinary procedure and a definition of the duties and responsibilities of all personnel regarding the maintenance of school and classroom control and discipline.
2. Such practices and definitions will be committed to writing, disseminated, explained to all staff members of that school and reviewed and revised (when necessary) at least once each year.
3. When, in the judgment of a principal and the teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the student may be excluded from the classroom.

**K. Cooperative Programs:**

The Association agrees to cooperate with the Board in arranging in-service workshops and courses and in selecting workshops, programs and conferences designed to improve the quality of instruction without prejudice to the sponsor. Such activities shall be coordinated through the superintendent. Expenses incurred by attendance at such meetings and conferences shall be paid by the Board and final decisions shall rest with the Board.

**L. Grading:**

School building grading policies shall be mutually reviewed by teachers and principals. School grading policies shall be determined by building/district administration. With the exception of a FINAL grade needed in order for graduation of a student during their senior year of high school, no grade or evaluation of students shall be changed without the approval of the teacher. When the FINAL grade has been altered by administration, the teacher shall be notified in writing of the change.

**M. Curriculum Development and Materials:**

The parties agree that successful curriculum adoptions and revisions involve collaboration between teachers and administration. The District will engage teachers in curriculum development/adoption.

**N. Preparation Time for Full Time Teachers:**

1. Each member of the bargaining unit shall be assigned five (5) preparation periods per week. Every effort shall be made to assign one period per day.
2. A preparation period is defined as a period of time during the work day when a member of the bargaining unit shall be released from instruction or student contact and free from other responsibilities in order that such time may be used in preparation or other related activities connected with the teacher's performance.
3. In the secondary and elementary schools, such periods shall be equal in length to a normally scheduled class period in each respective building and will occur in consecutive minutes
4. Any team, group, or common planning periods assigned by the building principal would be in addition to the five preparation periods per week as stated in Item 1.

**O. Preparation Time for Part Time Teachers:**

1. The teaching periods shall be consecutive with the preparation period being either at the beginning of their day or at the end of their teaching periods. The number of minutes of their preparation time shall be the number of teaching periods for the part time employee, divided by the number of teaching periods in a full time teacher's schedule, multiplied by the number of minutes in a regular period for that building, rounded up to the nearest minute.
2. If their teaching periods are not scheduled consecutively, the time between teaching periods shall be their preparation time and shall be compensated.
3. If it is necessary to schedule their teaching periods over the normal lunch period in that building, they shall be granted a one half hour duty free lunch and that time shall be compensated.

**P. Duty-Free Lunch Period:**

Each full time member of the bargaining unit shall be entitled to a duty-free lunch period each work day that lunch is served of at least 30 minutes duration. Teachers' lunch period will be scheduled at times concurrent with the student lunches. Duty free shall be considered to mean without any responsibility including but not limited to assisting in the passage of students from one place to another or being required to remain on the premises.

**Q. Individual Educational Programs:**

1. When a member of the bargaining unit has a major assignment that involves the writing of IEPs as a result of P.L. 94-142, such writing time shall be made available during the regularly scheduled school day. The number of IEPs and the length of IEPs will be taken into consideration when making time available for writing IEPs.
2. When an employee is required to participate in a conference or a meeting as a result of a need to fulfill the provisions of P.L. 94-142, such meetings shall be scheduled during the regularly scheduled school day. If any employee is requested to return to school for an evening conference or meeting, that employee shall be compensated at an hourly rate based on that employee's per diem rate.

3. Only school counselors may be authorized to serve as the LEA representative in IEP conferences. Each LEA representative shall receive authorization from the building principal.
4. Employees required to return to school under subsection two (2) shall be reimbursed for mileage in accordance with Article VI, section M.
5. All such evening conferences referred to in subsection two (2) and four (4) will be subject to prior administrative approval.

**R. Medication and Medical Functions:**

No teacher shall be required by the Board to dispense or administer medication or perform any other medical functions except for school nurses as provided for in the School Code of 1949, as amended.

**S. Traveling Time:**

Whenever possible, teachers traveling between two (2) buildings shall receive thirty (30) minutes traveling time.

**T. New Teacher Induction:**

For the purpose of properly inducting new teachers into the field of education, the District may require teachers in their first year of employment with the District to participate in up to four (4) days of induction training beyond the contracted inservice and student day obligations. The days will be established by the administration and would preferably be scheduled during the summer prior to the start of the school year. These days will follow the following criteria:

1. The days will only occur when they directly count toward the Induction Program as required by PDE
2. These days will occur within ten (10) business days of the first inservice day.

## **ARTICLE VI - SALARY SCHEDULES, SEVERANCE PAY, MILEAGE**

**A Through F - Basic Salary Schedule**

A total of 12.5% of total payroll will be paid by the District over the term of the Agreement. The District will pay an average of 2.5% per year for each year of the Agreement. Specifically, the increases will be 2.75% in years one and two, 2.25% in years three and four, and 2.5% in year five. The increases in salary will be inclusive of Step increment. Also, for all new teachers hired after ratification of this Agreement, the starting salary will be forty-thousand (\$40,000) dollars for all four years of the Agreement. These newly hired teachers will receive a one-thousand (\$1,000) dollar increase in salary each year of the Agreement until the teacher attains tenure. When the teacher attains tenure, the teacher will be placed on Step 1 of the Salary Schedule. The District will incur the cost of placing the employees on Step 1 of the Salary Schedule. All new teachers will be hired for the term of the Agreement at the forty-thousand (\$40,000) dollar salary, other than the fact that if the District hires a teacher with tenure, he/she will be placed at Step 1 of the Salary Schedule. The District and Association reserve the right to agree through a Memorandum of Understanding to place a newly hired teacher at another Step of the Salary Schedule.

Teachers shall work 187 days per school year. One of the 187 work days shall be allotted to teachers for self-directed classroom preparation; the room preparation day shall be completed in the month of August, but prior to the first inservice day.

A. Basic Salary Schedule, Base Year: 2016-2017, 186 Days

## Westmont Hilltop Salary Schedule Base Year 2016-2017

Year 1 – 2.75%  
 Year 2 – 2.75%  
 Year 3 – 2.25%  
 Year 4 – 2.25%  
 Year 5 – 2.50%

Step	Bachlor	Masters	Plus 9	Plus 18	Plus 27	Plus 36	Plus 45	PhD/60
1	\$49,034	\$51,068	\$51,904	\$52,740	\$53,577	\$54,413	\$55,250	\$56,419
2	\$49,941	\$51,975	\$52,811	\$53,647	\$54,484	\$55,320	\$56,157	\$57,326
3	\$50,848	\$52,882	\$53,718	\$54,554	\$55,391	\$56,227	\$57,064	\$58,233
4	\$51,755	\$53,789	\$54,625	\$55,461	\$56,298	\$57,134	\$57,971	\$59,140
5	\$52,662	\$54,696	\$55,532	\$56,368	\$57,205	\$58,041	\$58,878	\$60,047
6	\$54,154	\$56,188	\$57,024	\$57,860	\$58,697	\$59,533	\$60,370	\$61,539
7	\$55,647	\$57,681	\$58,517	\$59,353	\$60,190	\$61,026	\$61,863	\$63,032
8	\$57,140	\$59,174	\$60,010	\$60,846	\$61,683	\$62,519	\$63,356	\$64,525
9	\$58,632	\$60,666	\$61,502	\$62,338	\$63,175	\$64,011	\$64,848	\$66,017
10	\$59,969	\$62,003	\$62,839	\$63,675	\$64,512	\$65,348	\$66,185	\$67,354
11	\$61,306	\$63,340	\$64,176	\$65,012	\$65,849	\$66,685	\$67,522	\$68,691
12	\$62,644	\$64,678	\$65,514	\$66,350	\$67,187	\$68,023	\$68,860	\$70,029
13	\$63,981	\$66,015	\$66,851	\$67,687	\$68,524	\$69,360	\$70,197	\$71,366
14	\$65,981	\$68,015	\$68,851	\$69,687	\$70,524	\$71,360	\$72,197	\$73,366
15	\$68,661	\$70,695	\$71,531	\$72,367	\$73,204	\$74,040	\$74,877	\$76,046
		\$2,034	\$836	\$836	\$837	\$836	\$837	\$1,169

**B. Basic Salary Schedule, 2017-2018, 187 Days**

Year 1 – 2.75%

Step	Bachlor	Masters	Plus 9	Plus 18	Plus 27	Plus 36	Plus 45	PhD/60
1	\$49,347	\$51,397	\$52,247	\$53,097	\$53,947	\$54,797	\$55,647	\$56,847
2	\$50,347	\$52,397	\$53,247	\$54,097	\$54,947	\$55,797	\$56,647	\$57,847
3	\$51,347	\$53,397	\$54,247	\$55,097	\$55,947	\$56,797	\$57,647	\$58,847
4	\$52,397	\$54,447	\$55,297	\$56,147	\$56,997	\$57,847	\$58,697	\$59,897
5	\$53,497	\$55,547	\$56,397	\$57,247	\$58,097	\$58,947	\$59,797	\$60,997
6	\$54,697	\$56,747	\$57,597	\$58,447	\$59,297	\$60,147	\$60,997	\$62,197
7	\$55,997	\$58,047	\$58,897	\$59,747	\$60,597	\$61,447	\$62,297	\$63,497
8	\$57,397	\$59,447	\$60,297	\$61,147	\$61,997	\$62,847	\$63,697	\$64,897
9	\$58,897	\$60,947	\$61,797	\$62,647	\$63,497	\$64,347	\$65,197	\$66,397
10	\$60,447	\$62,497	\$63,347	\$64,197	\$65,047	\$65,897	\$66,747	\$67,947
11	\$61,997	\$64,047	\$64,897	\$65,747	\$66,597	\$67,447	\$68,297	\$69,497
12	\$63,547	\$65,597	\$66,447	\$67,297	\$68,147	\$68,997	\$69,847	\$71,047
13	\$65,147	\$67,197	\$68,047	\$68,897	\$69,747	\$70,597	\$71,447	\$72,647
14	\$67,097	\$69,147	\$69,997	\$70,847	\$71,697	\$72,547	\$73,397	\$74,597
15	\$69,747	\$71,797	\$72,647	\$73,497	\$74,347	\$75,197	\$76,047	\$77,247
		\$2,050	\$850	\$850	\$850	\$850	\$850	\$1,200

**C. Basic Salary Schedule, 2018-2019, 187 Days**

Year 2 – 2.75%

Step	Bachlor	Masters	Plus 9	Plus 18	Plus 27	Plus 36	Plus 45	PhD/60
1	\$49,882	\$51,932	\$52,782	\$53,632	\$54,482	\$55,332	\$56,182	\$57,382
2	\$50,882	\$52,932	\$53,782	\$54,632	\$55,482	\$56,332	\$57,182	\$58,382
3	\$51,882	\$53,932	\$54,782	\$55,632	\$56,482	\$57,332	\$58,182	\$59,382
4	\$52,982	\$55,032	\$55,882	\$56,732	\$57,582	\$58,432	\$59,282	\$60,482
5	\$54,082	\$56,132	\$56,982	\$57,832	\$58,682	\$59,532	\$60,382	\$61,582
6	\$55,532	\$57,582	\$58,432	\$59,282	\$60,132	\$60,982	\$61,832	\$63,032
7	\$56,982	\$59,032	\$59,882	\$60,732	\$61,582	\$62,432	\$63,282	\$64,482
8	\$58,482	\$60,532	\$61,382	\$62,232	\$63,082	\$63,932	\$64,782	\$65,982
9	\$60,032	\$62,082	\$62,932	\$63,782	\$64,632	\$65,482	\$66,332	\$67,532
10	\$61,582	\$63,632	\$64,482	\$65,332	\$66,182	\$67,032	\$67,882	\$69,082
11	\$63,132	\$65,182	\$66,032	\$66,882	\$67,732	\$68,582	\$69,432	\$70,632
12	\$64,682	\$66,732	\$67,582	\$68,432	\$69,282	\$70,132	\$70,982	\$72,182
13	\$66,282	\$68,332	\$69,182	\$70,032	\$70,882	\$71,732	\$72,582	\$73,782
14	\$68,182	\$70,232	\$71,082	\$71,932	\$72,782	\$73,632	\$74,482	\$75,682
15	\$70,782	\$72,832	\$73,682	\$74,532	\$75,382	\$76,232	\$77,082	\$78,282
		\$2,050	\$850	\$850	\$850	\$850	\$850	\$1,200

**D. Basic Salary Schedule, 2019-2020, 187 Days**

Year 3 – 2.25%

Step	Bachlor	Masters	Plus 9	Plus 18	Plus 27	Plus 36	Plus 45	PhD/60
1	\$50,643	\$52,693	\$53,543	\$54,393	\$55,243	\$56,093	\$56,943	\$58,143
2	\$51,643	\$53,693	\$54,543	\$55,393	\$56,243	\$57,093	\$57,943	\$59,143
3	\$52,643	\$54,693	\$55,543	\$56,393	\$57,243	\$58,093	\$58,943	\$60,143
4	\$53,843	\$55,893	\$56,743	\$57,593	\$58,443	\$59,293	\$60,143	\$61,343
5	\$55,043	\$57,093	\$57,943	\$58,793	\$59,643	\$60,493	\$61,343	\$62,543
6	\$56,493	\$58,543	\$59,393	\$60,243	\$61,093	\$61,943	\$62,793	\$63,993
7	\$57,943	\$59,993	\$60,843	\$61,693	\$62,543	\$63,393	\$64,243	\$65,443
8	\$59,443	\$61,493	\$62,343	\$63,193	\$64,043	\$64,893	\$65,743	\$66,943
9	\$60,993	\$63,043	\$63,893	\$64,743	\$65,593	\$66,443	\$67,293	\$68,493
10	\$62,543	\$64,593	\$65,443	\$66,293	\$67,143	\$67,993	\$68,843	\$70,043
11	\$64,093	\$66,143	\$66,993	\$67,843	\$68,693	\$69,543	\$70,393	\$71,593
12	\$65,643	\$67,693	\$68,543	\$69,393	\$70,243	\$71,093	\$71,943	\$73,143
13	\$67,193	\$69,243	\$70,093	\$70,943	\$71,793	\$72,643	\$73,493	\$74,693
14	\$69,043	\$71,093	\$71,943	\$72,793	\$73,643	\$74,493	\$75,343	\$76,543
15	\$71,593	\$73,643	\$74,493	\$75,343	\$76,193	\$77,043	\$77,893	\$79,093
		\$2,050	\$850	\$850	\$850	\$850	\$850	\$1,200

**E. Basic Salary Schedule, 2020-2021, 187 Days**

Year 4 – 2.25%

Step	Bachlor	Masters	Plus 9	Plus 18	Plus 27	Plus 36	Plus 45	PhD/60
1	\$51,066	\$53,116	\$53,966	\$54,816	\$55,666	\$56,516	\$57,366	\$58,566
2	\$52,166	\$54,216	\$55,066	\$55,916	\$56,766	\$57,616	\$58,466	\$59,666
3	\$53,366	\$55,416	\$56,266	\$57,116	\$57,966	\$58,816	\$59,666	\$60,866
4	\$54,566	\$56,616	\$57,466	\$58,316	\$59,166	\$60,016	\$60,866	\$62,066
5	\$55,766	\$57,816	\$58,666	\$59,516	\$60,366	\$61,216	\$62,066	\$63,266
6	\$57,266	\$59,316	\$60,166	\$61,016	\$61,866	\$62,716	\$63,566	\$64,766
7	\$58,766	\$60,816	\$61,666	\$62,516	\$63,366	\$64,216	\$65,066	\$66,266
8	\$60,266	\$62,316	\$63,166	\$64,016	\$64,866	\$65,716	\$66,566	\$67,766
9	\$61,816	\$63,866	\$64,716	\$65,566	\$66,416	\$67,266	\$68,116	\$69,316
10	\$63,366	\$65,416	\$66,266	\$67,116	\$67,966	\$68,816	\$69,666	\$70,866
11	\$64,916	\$66,966	\$67,816	\$68,666	\$69,516	\$70,366	\$71,216	\$72,416
12	\$66,466	\$68,516	\$69,366	\$70,216	\$71,066	\$71,916	\$72,766	\$73,966
13	\$68,016	\$70,066	\$70,916	\$71,766	\$72,616	\$73,466	\$74,316	\$75,516
14	\$69,866	\$71,916	\$72,766	\$73,616	\$74,466	\$75,316	\$76,166	\$77,366
15	\$72,416	\$74,466	\$75,316	\$76,166	\$77,016	\$77,866	\$78,716	\$79,916
		\$2,050	\$850	\$850	\$850	\$850	\$850	\$1,200

**F. Basic Salary Schedule, 2021-2022, 187 Days**

Year 5 – 2.50%

Step	Bachelor	Masters	Plus 9	Plus 18	Plus 27	Plus 36	Plus 45	PhD/60
1	\$51,610	\$53,710	\$54,560	\$55,410	\$56,260	\$57,110	\$57,960	\$59,160
2	\$52,810	\$54,910	\$55,760	\$56,610	\$57,460	\$58,310	\$59,160	\$60,360
3	\$54,110	\$56,210	\$57,060	\$57,910	\$58,760	\$59,610	\$60,460	\$61,660
4	\$55,410	\$57,510	\$58,360	\$59,210	\$60,060	\$60,910	\$61,760	\$62,960
5	\$56,710	\$58,810	\$59,660	\$60,510	\$61,360	\$62,210	\$63,060	\$64,260
6	\$58,210	\$60,310	\$61,160	\$62,010	\$62,860	\$63,710	\$64,560	\$65,760
7	\$59,710	\$61,810	\$62,660	\$63,510	\$64,360	\$65,210	\$66,060	\$67,260
8	\$61,260	\$63,360	\$64,210	\$65,060	\$65,910	\$66,760	\$67,610	\$68,810
9	\$62,810	\$64,910	\$65,760	\$66,610	\$67,460	\$68,310	\$69,160	\$70,360
10	\$64,360	\$66,460	\$67,310	\$68,160	\$69,010	\$69,860	\$70,710	\$71,910
11	\$65,910	\$68,010	\$68,860	\$69,710	\$70,560	\$71,410	\$72,260	\$73,460
12	\$67,460	\$69,560	\$70,410	\$71,260	\$72,110	\$72,960	\$73,810	\$75,010
13	\$69,010	\$71,110	\$71,960	\$72,810	\$73,660	\$74,510	\$75,360	\$76,560
14	\$70,860	\$72,960	\$73,810	\$74,660	\$75,510	\$76,360	\$77,210	\$78,410
15	\$73,410	\$75,510	\$76,360	\$77,210	\$78,060	\$78,910	\$79,760	\$80,960
		\$2,100	\$850	\$850	\$850	\$850	\$850	\$1,200

**G. Advanced Degree:**

1. Any professional or temporary employee who, during the term of his employment earns or has earned a Master's Degree, Master's Equivalent or Doctorate shall, upon submission of evidence, be entitled to the compensation prescribed for his new status.
2. Any professional or temporary employee who, during the term of his employment earns or has earned additional approved or graduate credits after attaining his Master's Degree shall upon submission of evidence of having attained the higher level, be entitled to the compensation prescribed for his/her new status. Status changes may occur three times during the year, following the submission deadlines of September 30, January 30, and June 30. Master's Equivalency degrees will no longer be recognized for horizontal movement on the salary schedule. Current teachers with Master's Equivalency degrees will remain at their current column and may only move again horizontally upon the completion of a Master's Degree from an accredited institution; their movement will proceed from their current column once they have earned a Master's Degree from an accredited institution.

**H. Extended Contract Salaries:**

1. Salaries for the members of the bargaining unit on extended contracts shall be determined on a daily rate based upon annual salary as indicated on the Basic Salary Schedule for those days of employment beyond the 187 days. Per diem rate shall be determined by dividing the annual salary by 187.
2. The following members of the bargaining unit shall be employed for no less than the number of days listed below, for the 2017-18 thru 2021-22 school year. Days beyond stated minimum subject to determination by the administration based upon building and district needs.

Guidance Counselors 192 day contract

School Nurse 189 day contract

The above days will be assigned by the administration and leave days used during the extended contract period shall be reassigned.



**I. Homebound Instruction:**

The rate for Homebound Instruction shall be \$35.00 per hour for the term of this agreement.

**J. Detention Monitor:**

Any teacher choosing to monitor administrative assigned student detention before or after the normal school day shall be reimbursed at the current Homebound Instruction rate. Such detention will be limited to the monitoring of the student and will not include tutorial or instructional duties.

**K. Severance Pay Upon Retirement:**

The District will give each retiring employee with 15 or more years of service to the District a lump sum payment of \$15,000. The retiring employee will also receive \$100.00 for each unused sick leave. The maximum payout for unused sick days is capped at \$20,000.

To be eligible for retirement severance pay, an employee must designate in writing his or her intent to retire as follows:

1. For those retiring during or at the close of a school year, the written notice must be submitted to the superintendent no later than February 15 of that school year.
2. Retirees may purchase medical coverage from the District at the COBRA rates until they are Medicare eligible.
3. Failure on the part of the employee to submit his or her letter of intent to the superintendent on or before the date specified will forfeit his or her claim for severance pay. To be eligible for retirement severance pay hereunder, a teacher must qualify for retirement under the Public School Employees' Retirement Board.

**L. Transportation:**

Any teacher who is not provided with an automobile and is obliged to use his or her own automobile in pursuance of assigned school duties shall be reimbursed at the approved government rate.

**M. Payment of Salaries:**

All regular and full time employees shall be paid on the basis of twenty-six (26) equal pays per year.

**N. Non-contractual Extra Duties:**

Any teacher who is not provided with an automobile and is obliged to use his or her own automobile in pursuance of assigned non-contractual extra duties shall be reimbursed at the approved government rate. Other expenses encountered shall be reimbursed according to actual cost.

**O. Supplemental Contract, Extra Duty:**

1. Extra Duty Remuneration: Professional employees responsible to direct school related activities which have been assigned by the administration and/or Board shall be paid for such approved activities an amount of money within the Salary Range for a specific activity.
2. Salary Range: The Salary Range for each approved reimbursable activity shall be determined through the process of bargaining between the Board and the Association. Criteria to be considered in determining Salary Range shall include, but not be limited to the following:
  - a. Total out of school hours
  - b. Number of students directly involved in the activity
  - c. Pressures from students, spectators, community, faculty, administration and Board
  - d. Responsibility for transportation, care of equipment, student injury risk, facilities, funds, etc.

3. Individual Salary: The specific salary, within the Salary Range, shall be negotiated between the individual and/or his designee and the Board or its designee. Criteria to be considered in determining individual salary, within the Salary Range, shall include, but not be limited to the following:
  - a. Total out of school hours
  - b. Number of students directly involved in the activity
  - c. Pressures from students, spectators, community, faculty, administration and Board
  - d. Responsibility for transportation, care of equipment, student injury risk, facilities, funds, etc.
  - e. Experience
4. Employee Participation in Extra Duties: Employee participation in any of the extra duties shall be voluntary and based on a one year contract.
5. Addition of Extra Duties: If a new position is added by the Board during the term of this contract, the Board and the Association shall bargain the salary range applicable to that position, adding such to the schedule as if originally a part thereof.
6. Changes in Personnel - Athletics
  - a. Changes initiated by the Board
    - (1) If the Board desires to change the coach in any athletic activity, this action shall be indicated by
      - (a) directing the superintendent to hold a conference with the coach for explaining the reason for dismissal and
      - (b) declaring the position open within sixty (60) calendar days after the last scheduled event at the close of the sport season
  - b. Changes initiated by the coach
    - (1) If the coach desires to discontinue in a particular position, the coach shall notify the superintendent in writing within sixty (60) calendar days after the last scheduled event at the close of that sport season that he/she no longer plans to continue in the position.
  - c. Renewal of Contract: If neither the Board elects to exercise the option specified in 6a, nor the coach elects to exercise the option specified in 6b, the appointment shall automatically be extended for one year provided a salary can be negotiated between the coach and the Board in compliance with Item 3.
7. Changes in Personnel - Activities
  - a. Changes initiated by the Board
    - (1) If the Board desires to change the sponsor/director of any activity, this action shall be indicated by directing the superintendent to hold a conference with the sponsor/director for the purpose of giving reasons for dismissal; and
    - (2) Declaring the position open at least thirty (30) calendar days prior to the close of the school term.
  - b. Changes initiated by the Sponsor/Director
    - (1) If the sponsor/director wishes to discontinue in a particular position, the sponsor/director shall notify the superintendent in writing at least thirty (30) calendar days prior to the close of the school term that he/she no longer plans to continue in the position.
  - c. Renewal of Contract: If neither the Board elects to exercise the option specified in 7a nor the sponsor/director elects to exercise the option specified in 7b the appointment shall automatically be extended for one year at a salary negotiated between the sponsor/director and the Board in compliance with 7c Contracts for athletics and activities shall be received by coaches and advisors by August 1.
8. Persons on extracurricular assignment shall receive a 1% increase in each of the following years: 2017-2018, 2018-2019, 2019-2020, 2020-2021, and 2021-2022.

9. A coach or advisor of a position on the schedule shall attain maximum salary during the fourth consecutive year of service in that position. Approved leave time does not interrupt consecutive years of service.
10. Salary increments for content leader shall be determined by annual evaluations of services rendered on the basis of mutually predetermined objectives. Evaluations will be conducted by building principals and district administration.
11. Cyber School Instructor: Salary: \$750/class (If class size is 26 students or greater, the District will prorate the salary at \$30.00/student).
12. Teacher Induction Program: The Teacher Induction Program, submitted to and approved by the Pennsylvania Department of Education, will remain effective for the duration of PDE approval. The program involves using volunteer members of the teaching staff appointed by building administrators to serve as mentors for staff inductees.

The following shall serve as guidelines for selection and payment of mentors:

- a. The assignment of mentor duties shall be voluntary. In the event that sufficient qualified volunteers refuse such assignments, the District will assign required mentor duties to supervisory staff.
- b. Mentors should be certified in the same discipline as the new teacher inductee, if possible. The building principals, in cooperation with the director of education, will appoint the number of mentor(s) as needed on an annual basis.
- c. The performance of mentor duties shall not be evaluated under PDE- 5501 or other PDE-approved criteria and further, the mentor shall not be required to evaluate the performance of the new teacher inductee. However, the mentor will notify the superintendent and director of education that the mentorship has successfully been completed.
- d. Any teacher who is assigned mentor duties shall be compensated \$500.00 per year for a maximum of 36 hours per year for such duties.

No mentors will be compensated unless they are assigned an inductee during any school term. These hours will include those required in attendance at school prior to the opening of the contracted school term. Payment for mentor services shall be made twice annually at the end of each semester.

- e. Any mentor who is required to attend a mentor-training program shall suffer no loss of pay for attendance during any regular school day. Any mentor who attends a required training program will be reimbursed for travel in accordance with the District reimbursement policy.

13. Salary Range - Athletics, Activities and School Related:

Name	2017-18		2018-19		2019-20		2020-21		2021-22	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Athletic Director	\$6,303	\$10,406	\$6,366	\$10,510	\$6,430	\$10,615	\$6,494	\$10,721	\$6,559	\$10,829
Assistant Athletic Director	\$2,664	\$4,203	\$2,691	\$4,245	\$2,718	\$4,287	\$2,745	\$4,330	\$2,772	\$4,374
Equipment Mgr., H.S.	\$2,931	\$4,428	\$2,961	\$4,472	\$2,990	\$4,517	\$3,020	\$4,562	\$3,050	\$4,608
Equipment Mgr., M.S.	\$1,681	\$2,842	\$1,697	\$2,870	\$1,714	\$2,899	\$1,731	\$2,928	\$1,749	\$2,957
Phys. Cond. Inst., H.S.	\$1,826	\$2,646	\$1,844	\$2,673	\$1,862	\$2,700	\$1,881	\$2,727	\$1,900	\$2,754
Trainer, H.S.	\$3,091	\$4,055	\$3,122	\$4,095	\$3,153	\$4,136	\$3,185	\$4,178	\$3,217	\$4,219
Trainer, Football, H.S.	\$2,487	\$3,420	\$2,512	\$3,454	\$2,537	\$3,489	\$2,562	\$3,524	\$2,588	\$3,559
Trainer, M.S.	\$2,317	\$3,285	\$2,341	\$3,318	\$2,364	\$3,351	\$2,388	\$3,385	\$2,412	\$3,419
Baseball, Head, H.S.	\$2,697	\$3,699	\$2,724	\$3,735	\$2,751	\$3,773	\$2,779	\$3,811	\$2,806	\$3,849
Baseball, Asst., H.S.	\$1,450	\$2,465	\$1,465	\$2,489	\$1,480	\$2,514	\$1,494	\$2,539	\$1,509	\$2,565
Basketball, Head, H.S.	\$4,746	\$6,351	\$4,794	\$6,415	\$4,842	\$6,479	\$4,890	\$6,544	\$4,939	\$6,609
Basketball, Asst., H.S.	\$3,295	\$4,345	\$3,328	\$4,388	\$3,361	\$4,432	\$3,395	\$4,477	\$3,429	\$4,521
Basketball, Head, Jr High	\$2,764	\$4,181	\$2,792	\$4,223	\$2,820	\$4,265	\$2,848	\$4,308	\$2,876	\$4,351
Basketball, Jr High Asst	\$1,468	\$2,623	\$1,483	\$2,650	\$1,498	\$2,676	\$1,513	\$2,703	\$1,528	\$2,730
Basketball, Elem. (Clinic)	\$622	\$1,243	\$628	\$1,256	\$635	\$1,268	\$641	\$1,281	\$647	\$1,294
Cross Country	\$1,681	\$2,603	\$1,697	\$2,629	\$1,714	\$2,656	\$1,731	\$2,682	\$1,749	\$2,709
Football, Head, H.S.	\$5,042	\$8,552	\$5,092	\$8,638	\$5,143	\$8,724	\$5,194	\$8,811	\$5,246	\$8,899
Football, Asst., H.S.	\$2,478	\$5,754	\$2,503	\$5,812	\$2,528	\$5,870	\$2,553	\$5,929	\$2,579	\$5,988
Football, Head, Jr High	\$3,340	\$5,341	\$3,374	\$5,395	\$3,407	\$5,449	\$3,441	\$5,503	\$3,476	\$5,558
Football, Jr High Asst	\$1,681	\$3,539	\$1,697	\$3,574	\$1,714	\$3,610	\$1,731	\$3,646	\$1,749	\$3,682
Golf	\$1,681	\$3,753	\$1,697	\$3,791	\$1,714	\$3,829	\$1,731	\$3,867	\$1,749	\$3,906
Hockey, Head	\$2,933	\$4,061	\$2,963	\$4,102	\$2,992	\$4,143	\$3,022	\$4,184	\$3,052	\$4,226
Hockey, Asst.	\$1,863	\$2,581	\$1,882	\$2,607	\$1,901	\$2,633	\$1,920	\$2,659	\$1,939	\$2,686
Soccer, Head	\$2,735	\$3,979	\$2,762	\$4,019	\$2,790	\$4,059	\$2,818	\$4,100	\$2,846	\$4,141
Soccer, Asst.	\$1,740	\$3,232	\$1,758	\$3,264	\$1,775	\$3,297	\$1,793	\$3,330	\$1,811	\$3,363
Soccer, Jr High	\$842	\$1,685	\$850	\$1,702	\$859	\$1,719	\$867	\$1,736	\$876	\$1,753
Softball, Asst., H.S.	\$1,450	\$2,465	\$1,465	\$2,489	\$1,480	\$2,514	\$1,494	\$2,539	\$1,509	\$2,565
Swimming, Head	\$2,093	\$4,045	\$2,113	\$4,086	\$2,135	\$4,127	\$2,156	\$4,168	\$2,178	\$4,210
Swimming, Asst.	\$1,668	\$2,995	\$1,685	\$3,025	\$1,701	\$3,056	\$1,718	\$3,086	\$1,736	\$3,117
Tennis	\$1,681	\$2,603	\$1,697	\$2,629	\$1,714	\$2,656	\$1,731	\$2,682	\$1,749	\$2,709
Track, Head, H.S.	\$2,093	\$4,322	\$2,113	\$4,365	\$2,135	\$4,409	\$2,156	\$4,453	\$2,178	\$4,497
Track, Asst., H.S.	\$1,681	\$3,340	\$1,697	\$3,374	\$1,714	\$3,407	\$1,731	\$3,441	\$1,749	\$3,476
Volleyball, H.S.	\$2,077	\$3,014	\$2,098	\$3,044	\$2,119	\$3,075	\$2,140	\$3,106	\$2,161	\$3,137
Volleyball, Asst., H.S.	\$1,523	\$2,526	\$1,538	\$2,551	\$1,554	\$2,576	\$1,569	\$2,602	\$1,585	\$2,628
Volleyball, Jr High Head	\$1,272	\$2,217	\$1,284	\$2,239	\$1,297	\$2,261	\$1,310	\$2,284	\$1,323	\$2,307
Volleyball, Jr High Asst	\$1,006	\$2,019	\$1,016	\$2,039	\$1,026	\$2,060	\$1,036	\$2,080	\$1,047	\$2,101
Wrestling, Head, H.S.	\$3,794	\$5,775	\$3,832	\$5,833	\$3,870	\$5,891	\$3,909	\$5,950	\$3,948	\$6,010
Wrestling, Asst., H.S.	\$2,135	\$3,429	\$2,156	\$3,464	\$2,178	\$3,498	\$2,199	\$3,533	\$2,221	\$3,569
Wrestling, Jr High Head	\$2,478	\$4,322	\$2,503	\$4,365	\$2,528	\$4,409	\$2,553	\$4,453	\$2,579	\$4,497
Wrestling, Jr High Asst	\$1,272	\$2,628	\$1,284	\$2,654	\$1,297	\$2,680	\$1,310	\$2,707	\$1,323	\$2,734

SALARY RANGE – Continued

Name	2017-18		2018-19		2019-20		2020-21		2021-22	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Art Club, H.S	\$410	\$761	\$414	\$769	\$418	\$776	\$422	\$784	\$427	\$792
Band, Marching	\$4,836	\$7,211	\$4,884	\$7,283	\$4,933	\$7,356	\$4,982	\$7,429	\$5,032	\$7,504
Band, Indoor Activities, Ens-, Concert Related	\$1,290	\$2,735	\$1,302	\$2,762	\$1,316	\$2,790	\$1,329	\$2,818	\$1,342	\$2,846
Cheerleading, Head, HS	\$2,093	\$3,539	\$2,113	\$3,574	\$2,135	\$3,610	\$2,156	\$3,646	\$2,178	\$3,682
Cheerleading, Asst., HS	\$1,681	\$2,628	\$1,697	\$2,654	\$1,714	\$2,680	\$1,731	\$2,707	\$1,749	\$2,734
Cheerleading, 9th	\$1,681	\$2,628	\$1,697	\$2,654	\$1,714	\$2,680	\$1,731	\$2,707	\$1,749	\$2,734
Chaperones (per hour)	\$0	\$22	\$0	\$22	\$0	\$23	\$0	\$23	\$0	\$23
Choral, M.S.	\$248	\$310	\$251	\$313	\$253	\$316	\$256	\$319	\$258	\$323
Choral, H.S.	\$745	\$1,207	\$753	\$1,219	\$760	\$1,231	\$768	\$1,243	\$775	\$1,256
Class Advisor	\$327	\$501	\$330	\$506	\$333	\$511	\$337	\$517	\$340	\$522
Content Leader - El.	\$1,434	\$2,300	\$1,448	\$2,323	\$1,462	\$2,346	\$1,477	\$2,369	\$1,492	\$2,393
Content Leader - Sec.	\$1,434	\$2,300	\$1,448	\$2,323	\$1,462	\$2,346	\$1,477	\$2,369	\$1,492	\$2,393
Dramatics, H. S.	\$1,272	\$2,628	\$1,284	\$2,654	\$1,297	\$2,680	\$1,310	\$2,707	\$1,323	\$2,734
Forensics	\$1,272	\$2,628	\$1,284	\$2,654	\$1,297	\$2,680	\$1,310	\$2,707	\$1,323	\$2,734
Indoor Ensemble, Asst.	\$522	\$745	\$528	\$753	\$533	\$760	\$538	\$768	\$544	\$775
Indoor Ens., Color Guard	\$435	\$622	\$439	\$628	\$444	\$635	\$448	\$641	\$453	\$647
Indoor Ens. Percussion	\$435	\$622	\$439	\$628	\$444	\$635	\$448	\$641	\$453	\$647
Key Club	\$453	\$846	\$458	\$855	\$462	\$863	\$467	\$872	\$471	\$880
Language Club	\$453	\$846	\$458	\$855	\$462	\$863	\$467	\$872	\$471	\$880
Marching Band, Asst.	\$522	\$745	\$528	\$753	\$533	\$760	\$538	\$768	\$544	\$775
Marching Band, Instr.	\$522	\$745	\$528	\$753	\$533	\$760	\$538	\$768	\$544	\$775
Math Counts*	\$295	\$410	\$298	\$414	\$301	\$418	\$304	\$422	\$307	\$427
Music, E.S.	\$248	\$310	\$251	\$313	\$253	\$316	\$256	\$319	\$258	\$323
Musical, H.S.	\$1,691	\$2,810	\$1,708	\$2,839	\$1,725	\$2,867	\$1,742	\$2,896	\$1,760	\$2,925
National Honor Society	\$453	\$846	\$458	\$855	\$462	\$863	\$467	\$872	\$471	\$880
Newspaper, M.S.	\$800	\$1,103	\$808	\$1,114	\$816	\$1,125	\$824	\$1,136	\$832	\$1,147
Newspaper, H.S.	\$813	\$1,103	\$822	\$1,114	\$830	\$1,125	\$838	\$1,136	\$847	\$1,147
Orchestra, H.S. & M.S.	\$373	\$467	\$377	\$471	\$381	\$476	\$384	\$481	\$388	\$486
Robotics	\$1,249	\$2,602	\$1,261	\$2,628	\$1,274	\$2,654	\$1,287	\$2,680	\$1,299	\$2,707
SADD	\$453	\$846	\$458	\$855	\$462	\$863	\$467	\$872	\$471	\$880
Scholastic Quiz*	\$327	\$501	\$330	\$506	\$333	\$511	\$337	\$517	\$340	\$522
Ski Club	\$719	\$1,150	\$726	\$1,161	\$733	\$1,173	\$741	\$1,185	\$748	\$1,196
Spelling Bee*	\$295	\$410	\$298	\$414	\$301	\$418	\$304	\$422	\$307	\$427
Student Activity Clerk - Sec.	\$3,000	\$3,649	\$3,030	\$3,685	\$3,060	\$3,722	\$3,090	\$3,760	\$3,120	\$3,797
Student Council	\$719	\$1,671	\$726	\$1,688	\$733	\$1,705	\$741	\$1,722	\$748	\$1,739
TSA (+\$83.25/event)	\$293	\$406	\$296	\$410	\$299	\$414	\$302	\$418	\$305	\$422
Yearbook	\$770	\$2,217	\$778	\$2,239	\$786	\$2,261	\$794	\$2,284	\$802	\$2,307
*Per Match	\$0	\$84	\$0	\$85	\$0	\$86	\$0	\$87	\$0	\$87

**Excellence Beyond Regular Duties:** When regular season extra-curricular activities extend into post-season, the advisor(s) will be paid \$100 additional per week, prorated.

**P. Professional and Instructional Improvement Activities:**

When professional and instructional improvement activities take place either beyond the regular work day or year, they shall be compensated at the rate of \$21 per hour for the term of this agreement. Opportunities for participation shall be voluntary.

**Q. Curriculum Development**

When professional curriculum development activities take place whether beyond the regular work day or year, they shall be compensated at the rate of \$29.00 per hour for the term of this agreement. Opportunities for participation shall be posted and participation shall be voluntary.

**R. Tuition Reimbursement:**

Subject to a two thousand, five hundred dollars (\$2,500) yearly cap, tuition shall be paid at seventy-five (75%) percent of the full cost of additional credit(s) while the employee is employed by the District, provided that such courses receive prior approval, are taken at an accredited institution, and meet any of the following criteria:

1. Non-third-party courses leading to a Master's Degree in Education.
2. Non-third-party courses to be applied to an additional PDE certification. This option requires the prior approval and determination by the Superintendent or his/her designee that the certification would be beneficial to the District.
3. Non-third-party graduate and/or undergraduate courses that would enhance the effectiveness of the employee in his/her current assignment, but only if approved in advance by the Superintendent or his/her designee. This option requires the prior approval and determination by the Superintendent or his/her designee that the courses would enhance the effectiveness of the employee in his/her current assignment.

Third-party courses are defined as those that are NOT developed and/or delivered by an accredited undergraduate-degree or graduate-degree granting institution even though they may be offered by an accredited institution.

Employees must achieve a grade of B or better or a passing grade when only pass/fail is offered, or a satisfactory when only a satisfactory/unsatisfactory is offered, in order to qualify for reimbursement.

If an employee voluntarily leaves the District within two years of the date of the request(s) for reimbursement, the employee must repay the amount(s) for which he/she was reimbursed in accordance with the request as follows:

- a. An employee who leaves the District within 12 months of the date of the reimbursement request shall owe and must repay 100% of the amount of reimbursement received pursuant to that request.
- b. An employee who leaves the District between 12 and 24 months of the date of the reimbursement request shall owe and must repay 50% of the amount of reimbursement received pursuant to that request.
- c. An employee who leaves the District after 24 months of the date of the reimbursement request shall not owe any percentage of the amount of reimbursement received pursuant to that request.

## **ARTICLE VII - TEACHER LEAVE**

**A. Religious and Bereavement:**

In addition to leave time authorized by the School Code, teachers shall be allowed, without loss of pay or sick leave, the following:

1. Religious Holidays
  - a. Julian Calendar Christmas - One Day
  - b. Julian Calendar Good Friday - One Day
  - c. Jewish New Year (Reformed) - One Day
  - d. Jewish New Year (Orthodox) - One Day
  - e. Yom Kippur - One Day

2. Death of Near Relative: Whenever a professional or temporary employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral or memorial service. An additional day allowance will be granted for attendance at the funeral or memorial service of a near relative, provided that it is necessary for travel on a school day in order to attend the funeral or memorial service.

Definition of a Near Relative: First cousin, aunt, uncle, niece, nephew, of the employee or employee's spouse

3. Death of an Immediate Family Member: Father, mother, step-mother, step-father, brother, sister, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparent, or grandparent of employee's spouse

Definition of an Immediate Family Member: Father, mother, step-mother, step-father, husband/wife, son, daughter, step-child, brother, sister, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparent, or relative who resides in the same household, or any person with whom the employee is currently residing.

4. Death of Household Member: Whenever a professional or temporary professional employee shall be absent from duty because of a death of a spouse or child (including step-child), relative who resides in the same household, or any person with whom the employee is currently residing, there shall be no deduction in salary of said employee for an absence not in excess of four (4) school days. Additional days required by the death of a Household Member shall be granted and deducted from sick leave.
5. Only deaths occurring during the course of the school year qualify for the leave granted in paragraphs 2 through 4 above. Whenever a professional or temporary professional employee loses a family member in accordance with the definitions of near relative or immediate family member as set forth herein during the summer months and a memorial service takes place as a result of that death during the following school year, then time shall be granted to the employee without loss of pay to attend the memorial service in accordance with Article VII.A.2.

#### **B. Personal Leave:**

Four days of absence per year, with pay, cumulative up to five (5) days, shall be provided each full time teacher, with the approval of the chief school administrator or designee. The employee may use three, four, or five personal days consecutively with advance notice of seven (7) days to the building principal. Personal days may only be used in full-day increments. The following guidelines shall apply:

1. One day advanced notice shall be given to the building principal and/or supervisor for the use of one or two days.
2. Personal leave shall not exceed 10% of staff members in a building on any one day.
3. Personal leave may not be used in the following circumstances:
  - The first five student days of the school year
  - The last five student days of the school year
  - In-service days
4. The employee must notify the business office in writing by June 1 of each year of his/her intent to (1) carry over days as personal leave days, (2) request that the days be transferred to sick leave, or (3) be paid at a rate of \$100 for each unused personal day. If no notification is made, the employee will be paid as per option 3.
5. In the event of a life event (ex: marriage of immediate family member, immediate family member graduation, etc.), a teacher may request, in writing to the Superintendent, an exception to the restrictions in item 3 above. The Superintendent's decision of the exception request is not subject to the grievance process.

#### **C. Emergency Leave:**

One day of absence per year, with pay, noncumulative, non-deductible from sick leave, shall be provided each full time teacher, without administrative approval, in the event of a fire or flood at place of residence.

The Superintendent may approve other circumstances, but the Superintendent's decision is not subject to the grievance process. Additional days, if approved by the superintendent, shall be deducted from sick leave.

**D. Sick Leave:**

1. In addition to sick leave bargained between both parties to equal ten days, each full time employee may use five (5) days per year with half pay for personal illness only when their entire leave has been exhausted. This may not accumulate. Employee, upon request, will furnish employer with a doctor's certificate pertaining to any sick leave. Absences of three (3) or more consecutive school days automatically will require a doctor's or nurse practitioner's excuse.
2. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence, without pay, for the duration of such illness or disability up to one (1) year. The leave may be renewed each year upon written request by the teacher and approval by the Board.
3. Sick leave shall be taken in no less than full day segments unless the employee becomes sick while in the performance of duty.
4. During any school year an employee may use sick days for illness or sickness to a member of the immediate family.
5. The employer can request a second medical opinion by a doctor chosen from a panel of no more than five, with said panel chosen by a mutually agreeable procedure between the district and the association on any sick leave of twenty (20) consecutive work days. The examination will be done at district expense. If such a second opinion results in a contrary or differing medical opinion on the reason for sick leave, both parties agree to submit the medical situation to a third physician, agreed upon by a mutually established procedure and expense borne by the district, to render a binding medical decision on both parties.

**E. Maternity/Parental Leave:**

Maternity/Parental leave shall be granted to an employee under the following conditions:

1. At least sixty (60) days prior to the beginning date of leave, the employee shall submit a written request for maternity/parental leave. In cases of adoption, the sixty (60) day notice shall be waived.
2. Written request to the superintendent must be submitted fifteen (15) days prior to return to work any time within twelve (12) months after the date of birth, other termination of pregnancy or beginning of adoption leave.
3. Upon receipt of such written request for re-employment, the Board shall offer the same professional assignment held before going on maternity/paternal leave or an equivalent professional assignment.
4. Professional employees granted leaves of absence under the rule shall not receive any salary from the effective days thereof until they resume their duties.
5. No experience credit for salary purposes shall be given for maternity/parental leave in excess of ninety (90) student days.
6. The employee may continue insurance coverage during maternity/paternal leave by submitting the premium one week prior to the due date to the business office.

**F. Family and Medical Leave:**

The employer shall comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and its corresponding regulations. Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed to the employees under the FMLA. It is further agreed and understood that nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in this Agreement or are guaranteed by statute.

**G. Sabbatical/Professional Leave:**

Professional employees shall be granted sabbatical/professional leaves of absence in accordance with the applicable sections of the Public School Code of 1949, as amended. A professional employee shall not request, and the District shall not grant, sabbatical/professional leaves for travel. The total number of professional employees on sabbatical/professional leave at any one time shall not exceed ten (10%) percent of the professional staff.



**H. Unpaid Leave of Absence:**

Employees on approved unpaid leave of absence shall receive benefits based on a pro rata share of the benefits provided for the regular work year. The benefit provided shall be based on the actual number of days for which the employee is compensated in the year divided by the number of days in the regular school year (186).

To participate in any portion of the program during any period in which benefits are not fully paid for by the school district, the employee must contribute the difference between the full premium cost and the percentage of contribution provided by the school district. The contribution of the school district shall be applied to each benefit exclusively and shall not be transferable. For purpose of this provision, unpaid leave shall be defined as any contractual leave and any other unpaid leave as approved by the Board of Education.

**I. Court or Jury Duty:**

1. A teacher subpoenaed to give testimony as a witness before any legally established judicial or administrative tribunal for an act that occurs while the teacher is in pursuance of his duties (not including traveling to and from work) shall serve without loss of pay or personal leave. The District will pay the difference between the fee paid the employee and his regular salary.
2. A teacher called to jury duty shall not lose any accrued personal leave, sick leave or emergency leave. Said teacher shall be paid the difference between the fee paid the employee and his regular salary.

**J. Grievance Proceedings:**

When a grievant or a single representative of a group grievance, or at his option, by a representative selected or approved by the Association, participates in grievance proceedings that are scheduled during the approved school calendar day, the employee shall suffer no loss in wages, benefits, personal leave or emergency leave. This provision shall also apply to any employee required by the Board to participate in such grievance proceedings.

## ARTICLE VIII – INSURANCE

**A. Health Insurance:**

The District will provide individual or full family health insurance coverage under a Qualified High Deductible Plan or an equivalent group insurance plan mutually agreed to by the Board and the Association.

- Deductibles: \$1,300 for individual or \$2,600 family deductible or as specified by the IRS minimum
- Once deductible is met, there are no co-pays (other than for Rx)
- Choice Formulary

A Health Care committee comprised of representatives of the District and Association representatives will meet yearly to review the employer-provided health care plan and mutually agree upon needed changes in order to curb the premium costs. If a viable health care consortium forms in the area, the parties will explore entering into such a consortium if it is beneficial financially or if it will help to maintain comparable benefit levels. Health advocate(s) will be available to the bargaining unit members to assist them with questions/concerns that members may have in regard to the Qualified High Deductible Plan.

1. In-Network Deductible:

The deductible will remain at IRS qualification requirements for the life of the agreement. The District will pay in to the teacher's HSA in the following two ways:

- A base amount of 30% of deductible
- Dollar for dollar match at employee election up to an additional 25% of deductible.

This reimbursement will be deposited into the employee's HSA account. There shall be no cash option. The employee will pay the remaining amount of any deductible incurred.

Any teacher can choose, in lieu of membership in the District provided group medical plan, a payment of \$100.00 per month for a total payment of \$1,200.00 per year.

2. Spousal Coverage:

The District will make coverage available to spouses of employees in limited circumstances. Spouses

who are eligible for health care coverage by the following entities will not be entitled to coverage provided by the District without paying the difference in the premium rates:

- a. Commonwealth of Pennsylvania
- b. The Federal Government or Federal Court System, or any branch of the United States Military
- c. Any public school or intermediate unit, cyber school, or charter school

**B. Dental Care Insurance:**

During the term of this agreement, the Board shall provide dental care for each employee and his or her dependents. The Board shall pay the full family premiums for Delta Dental or an equivalent group dental plan mutually agreed to by the Board and the Association as follows:

1. Type I Procedures - \$50.00 Life-time deductible, UCR basis
2. Type II Procedures - Zero annual deductible, compulsory, UCR basis

**C. Term Life Insurance:**

During the term of this agreement, the Board shall provide term life insurance and AD & D benefits in the following amounts based on years of service in the Westmont Hilltop School District as follows:

• 1 through 5 years of employment	\$35,000
• 6 through 10 years of employment	\$40,000
• 11 through 15 years of employment	\$45,000
• 16 or more years of employment	\$50,000

The Board shall pay full premium for each member of the bargaining unit with the option to purchase up to an equivalent amount of term life insurance, at the employee's own expense and subject to the requirements of the underwriter.

**D. Vision Insurance:**

The Board shall provide vision care insurance for each employee and his or her dependents. The district shall pay the full family premium for the Vision Service Plan or an equivalent group vision plan mutually agreed to by the Board and the Association. Such plan shall contain no deductible.

**E. Benefits for Part Time Employees:**

For any employee whose regular work week is less than the established regular work week for full time professional employees, the district shall provide benefits in a proportionate amount based on the actual hours worked. To participate in any portion of the benefit program, the employee must contribute the difference between the full premium cost and the percentage of contribution by the school district. The contribution of the school district shall be applied to each benefit exclusively and shall not be transferable.

Part time employees may elect to waive participation in the Dental, Life and Vision insurance programs and receive paid Individual Hospitalization coverage.

This provision shall not apply to any employee hired prior to January 1, 1992. It shall apply to any employee who voluntarily requests less than full time status.

**F. Long Term Disability:**

The District will provide a long-term disability policy through its insurance carrier for all teachers covered by this Agreement during the term of the Agreement.

## ARTICLE IX – MISCELLANEOUS

**A. Board and Association Policy:**

This agreement constitutes Board and Association policy for the term of said agreement and the Board and Association shall carry out the commitments contained herein and give them full force and effect as the Board and Association policy.

**B. Conditions Not Negotiated Upon:**

Teaching hours and other conditions that were not negotiated on, but may during the term of this agreement, be ruled by an order of the PLRB or a Pennsylvania Court to be "a condition of employment" and as such a bargainable item, shall be maintained at no less than the highest minimum standard in effect at the time that this agreement is signed. Otherwise, it is agreed all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

**C. Maintenance of Membership:**

The Board agrees that all employees who are presently members of the Association shall be subject to the "maintenance of membership" provisions as defined in Article III, Subsection Eighteen (18) of the Public Employee Relation Act, Act 195.

**D. Fair Share:**

Each nonmember of the bargaining unit represented by the Association shall be required to pay a fair share fee as provided by Act 84 of 1988. The Board and the Association agree to comply with all provisions of said law. The Association agrees to extend to all nonmembers the opportunity to join the Association.

**E. Preparation of Agreement:**

Copies of this agreement shall be reproduced by the Board within thirty (30) days after the agreement is signed and delivered. The costs for preparing the agreements will be shared, pro rata, by the Board and the Association, determined by the ratio to the total of the number of copies required by each party, with the stipulation that eleven (11) copies allotted for the members of the Association negotiating committee will be included in the Board's pro rata cost.

**F. New Members:**

A copy of this contract shall be given by the Board, through the administration, to all new members of the bargaining unit.

**G. Separability Clause:**

If any provisions of this agreement or any application of this agreement to the parties hereto is held to be contrary to law, then such provisions of application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other application and provisions shall continue in full force and effect.

**H. Mailing Addresses:**

Whenever any notice is required to be given by either of the parties of this agreement to the other party, pursuant to the provisions of this agreement, either party shall do so by telegram or certified letter at the following address:

1. If by Association to Board at  
200 Fair Oaks Drive, Johnstown, PA 15905
2. If by Board to Association at  
The school address of the president of the Westmont Hilltop Education Association.

## ARTICLE X - GRIEVANCE PROCEDURE

**A. Definitions:**

1. Grievance: A "grievance" is hereby defined as a complaint by a teacher or teachers regarding the meaning, interpretation or application of any provision of this agreement.
2. Aggrieved Person: An "aggrieved person" is the person or persons making the claim.
3. Party in Interest: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**B. Procedure:**

1. Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year-End Grievances: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One: Principal or Immediate Superior - A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the discussion does not resolve the grievance, it shall be filed in writing with the principal.
4. Level Two: Superintendent - if the aggrieved person is not satisfied with the disposition of this grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

Within five (5) school days after receiving the written grievance, the Association shall refer it to the superintendent of schools.

5. Level Three: Board of Education - If the action in Level Two fails to resolve the grievance to the satisfaction of the affected parties, or if no decision has been rendered within five (5) school days after presentation of the grievance to the superintendent, the grievance shall be referred to the Board within five (5) days for action at the next school board meeting.
6. Level Four: Arbitration
  - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) days after the grievance was heard by the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was heard by the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association desires, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
  - b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from such arbitrator to serve. If the parties cannot voluntarily agree upon the selection of an arbitrator, the parties shall notify the Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall alternately strike a name until one name remains. The public employer shall strike the first name. The person remaining shall be the arbitrator.
  - c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted.

The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
  - d. The costs of arbitration shall be shared equally by the parties. Fees paid to arbitrators shall be based on a schedule established by the Bureau of Mediation.

**C. Group Grievance:**

If the grievance affects a group or class of professional employees in the bargaining unit, the Association may submit such grievance in writing directly at Level Two, after discussion with the superintendent, provided that for the preservation of the record sequence and the specificity of the testimony, at least one employee is designated as grievant of record. The grievance procedure will then proceed as indicated above.

**D. Rights of Teachers to Representation:**

1. Teacher and Association: Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association representative shall have the right to be present at all stages of the grievance procedure and to state the Association's views.
2. Reprisals: No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

**E. Miscellaneous:**

1. Written Decisions: Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section B, Paragraph 6 (c) of this Article.
2. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms: A sample of the grievance form is to be included with this contract.
4. Meetings and Hearings: All meetings and hearings under the procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
5. Application: In the event the Commonwealth of Pennsylvania repeals or revokes provisions of the Pennsylvania School Code relating to demotion and tenure and the same are not replaced by substantially equivalent provisions, the parties hereto will negotiate a procedure providing that discharge or demotions of employees without just cause shall be processed through the grievance and arbitration procedure.

## **ARTICLE XI - MEET AND DISCUSS REQUIREMENTS**

The Board or its designated representatives, agree to meet with the Association or its designated representatives, for the purpose of meeting and discussing policy matters affecting wages, hours and terms and conditions of employment, as well as the impact thereon, in accordance with Section 702 of the "Public Employee Relations Act," Act 195. In this connection, it is understood that matters not negotiated or agreed upon by this contract are proper matters for discussion at such meetings. Either party may request a meeting for such purpose upon written notice to the other party accompanied by an agenda.

To improve communication within the district, the Association, Board and Administration shall meet informally to discuss problems and concerns regarding the implementation of the contract.

# **GRIEVANCE FORMS**

WESTMONT HILLTOP SCHOOL DISTRICT

200 FAIR OAKS DRIVE

JOHNSTOWN, PENNSYLVANIA 15905

RECORD OF GRIEVANCE

Record of Grievance - Level 1

To: \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_

(Employee's Name)

Grievance: \_\_\_\_\_  
\_\_\_\_\_

Date Occurred: \_\_\_\_\_

Area of Contract Violated: \_\_\_\_\_

Nature of Grievance (Be Specific):

What action is the employee requesting? \_\_\_\_\_  
\_\_\_\_\_

If the aggrieved person is not satisfied with the disposition of his grievance at Level I, this form may be filed with WHEA within five (5) school days after the decision is rendered.

*OR*

If no decision has been rendered within five (5) school days after the presentation of the grievance, this form is to be filed with WHEA within ten (10) school days after presentation.

Signed: \_\_\_\_\_

Employee

Signed: \_\_\_\_\_

WHEA Representative

Level I – Reply to Grievance: (Within five (5) school days)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

-----  
Reply  **IS**  **IS NOT** satisfactory.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee



Record of Grievance - Level II

To: Superintendent of Schools

From: \_\_\_\_\_ Date: \_\_\_\_\_

The reply to Level I Grievance submitted to \_\_\_\_\_

on \_\_\_\_\_ concerning \_\_\_\_\_

\_\_\_\_\_  
Date

IS NOT satisfactory. Reasons for this are:

To be presented by WHEA within five (5) school days from the date of receipt from grievant.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee

Superintendent's Reply:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent

-----  
Reply  **IS**  **IS NOT** satisfactory.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee





Record of Grievance - Level IV

To: Board of School Directors

From: \_\_\_\_\_ Date: \_\_\_\_\_

The decision reached by the Board of School Directors to Level III Grievance submitted on \_\_\_\_\_ is not satisfactory. Therefore, I request this grievance  
Date  
be submitted to binding arbitration.

To be presented within five (5) school days from date of reply of Board of School Directors, or fifteen (15) school days after the grievance was heard by the Board.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee

## BOARD/ASSOCIATION SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WESTMONT HILLTOP SCHOOL DISTRICT

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_

WESTMONT HILLTOP EDUCATION ASSOCIATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary