

Council Rock School District
Bucks County, Pennsylvania

TO: Mariann McKee, President
Council Rock Education Association

FROM: Mark Klein
Council Rock School District

DATE: June 21, 2012

Collective Bargaining Agreement Amendments

Memorandum of Understanding

Whereas, as a result of the current collective bargaining process, the District has expressed a desire to examine various terms and provisions of the Collective Bargaining Agreement, including the present salary matrix; and

Whereas CREA has been responsive to the request from the District to examine the current Agreement:

Therefore, be it resolved that CREA and the District agree to the following :

- 1. That both parties will meet and examine over the next two years "Appendix A" (Salary Schedules) with the intention of considering a restructured matrix beneficial to the needs of both CREA and the District.*
- 2. That both parties will meet and examine over the duration of this agreement "Appendix B" (Letters of Intent) with the intention of incorporating all relevant letters into the Agreement and eliminating those that are now irrelevant.*
- 3. The both parties will meet and examine any other issue that is established by mutual agreement.*
- 4. That both parties will continue to examine the Bucks Montgomery Health Care Consortium.*

IN WITNESS WHEREOF, the parties have set their hands and seals intending to be legally bound hereby.

Council Rock Education Association

Council Rock School District

Mariann McKee, President

Date

Kyle McKessy, Board President

Date

APPENDIX “B”

LETTER OF INTENT

RE: Absence
DATE: May 8, 1990

The Association agrees to review bargaining unit member absence statistics yearly with the Administration. Should patterns of excessive use of sick leave become apparent, the Association agrees to assume a role in seeking their cause and in attempting to remedy them.

LETTER OF INTENT

RE: Interpretation of Agreement, Article IV, Section B, Rights of Employees, Seniority
DATE: May 8, 1990

The parties mutually agree that the position of Administrative Assistant may be regarded as a professional employee position as defined by the School Code for purposes of determining seniority, to the extent that those members of the bargaining unit who become Administrative Assistants shall continue to accrue seniority. The Superintendent and the President shall meet and discuss whether each newly established Administrative Assistant position shall be covered by this Letter of Intent. This Agreement shall be retroactive to July 1, 1986.

LETTER OF INTENT

RE: Interpretation of Agreement, Article III, Section I
DATE: May 8, 1990

It is mutually agreed that any member of the bargaining unit who has been granted an unpaid leave in accordance with Article III, Section I of the Agreement shall be given the option of continuing in all fringe benefit programs at his/her own expense. In the case of retirement payments, the member shall pay both the employee's and the District's share based upon what his/her scheduled salary would have been in a regular District position. In addition, the member shall accrue seniority while on leave.

LETTER OF INTENT

RE: EDRPP Grievances
DATE: May 8, 1990

Anyone who has a grievance concerning the Extra Duty Responsibility Pay Program shall submit that grievance in writing along with possible resolutions to the appropriate committee, i.e., Elementary, Intermediate or High School.

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These committees shall be comprised of four Bargaining Unit Members elected by the people involved in the program at that level and one administrator from that level appointed by the Superintendent.

If a satisfactory resolution is not reached at the committee level, the grievance shall then go to the principal of the building in which the activity takes place.

If a satisfactory resolution is not reached at this level, the grievance shall then go to the Superintendent whose decision shall be final.

LETTER OF INTENT

RE: Elementary Specialists' Workload
DATE: May 8, 1990

With respect to elementary special teachers, it is mutually agreed that:

1. For art, music and physical education teachers, the number of class contact periods per day shall not exceed six. For librarians, the number of regularly scheduled class contact periods per day shall not exceed five.
2. The requirement to teach using a "cart" will be compensated for by the provision of an aide to assist the teacher.
3. Any travel between buildings, including round trips, shall count as one class period for each day that it is required.
4. The total minutes of student contact time, including class instruction and supervisory duties, shall not exceed a weekly average of 285 per day.
5. The principal of each building shall meet and discuss with the special teachers concerning scheduling of classes. The intent of the discussion shall be to minimize the amount of travel for those who must use carts and to minimize the number of different class preparations per day. The meet and discuss session is the last step in the process. It is not a grievable item and should terminate at the meet and discuss level.

LETTER OF INTENT

RE: Full-Time Substitutes
DATE: May 8, 1990

1. A full-time substitute shall be defined as a substitute teacher who is assigned a continuous full-time schedule for a period of three (3) calendar months or more. Said service is temporary in nature, specifically created by the continuous absence of a regular full-time employee who has been granted a leave of absence.
2. An employee assigned a substitute schedule on a full-time basis will be compensated for every day worked at the rate of one divided by the applicable length of the contract work year of a mutually agreed upon salary, based on the salary schedule in effect at the time in the District.
3. An employee assigned a substitute schedule on a full-time basis will be entitled to all fringe benefits, including insurances and leaves of absence, accorded regular employees with the exception of:

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(a) The accrual of accumulated unused sick leave to the next school year in the event employment on a full-time basis is continued either as a substitute or as a regular employee.

(b) The right to apply for and be granted an unpaid leave of absence as outlined in Board Policy 439 (formerly Board Policy 21.17).

4. Service on a full-time substitute schedule shall not be counted toward:

(a) Establishing seniority within the District as outlined in the contract between the CREA and the School Board, except as provided in Article IV, Section B.

(b) Service as a temporary professional or professional employee for the purpose of establishing tenure rights, as outlined in the Pennsylvania School Code.

5. CREA and the Board agree to eliminate the ninety day review period for full-time substitutes and change it to an annual review period. Full-time, long-term substitutes shall be annually evaluated no later than the last day of May by the School Administration. The School Administration shall have the absolute discretion to offer or not offer a professional or long-term substitute contract to the long-term substitute. Should the District Administration decide to offer a professional contract to the long-term substitute, such long-term substitute in the subsequent school year shall be entitled to receive such a contract over an outside applicant for any vacant or open positions in the District for which they are certificated and qualified.

6. All assignments of a full-time schedule shall terminate upon the return to service of the regular employee or the close of the school year, whichever comes first. The status of the employee will be that of a substitute teacher.

LETTER OF INTENT

RE: Seniority
DATE: May 8, 1990

It is mutually agreed that the following interpretations of Article IV, Section B, Seniority, shall apply:

1. Work as a full-time substitute which was preceded by work as a full or part-time professional or temporary professional employee shall not constitute a break in seniority. In this case, the employee shall acquire seniority for the work as a full-time substitute.

2. The provisions of Act 97 relative to seniority for persons on any approved leave of absence shall be applied retroactively to all members of the bargaining unit.

3. All contracted members of the bargaining unit shall receive full-time seniority. Of two employees who are otherwise tied on their length of service, the employee having a longer period of part-time service shall be deemed to have less seniority.

LETTER OF INTENT

RE: Insurance Coverage on Unpaid Leaves
DATE: May 8, 1990

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Any employee on an unpaid leave of absence granted under Board Policy 2.21 may at his/her option continue in any or all of the group insurance programs by paying premiums directly to the District in accordance with procedures set by the District.

LETTER OF INTENT

RE: Interpretation of Agreement, Article V, Section F, Vacancies, Promotions and Transfers
DATE: May 8, 1990

The parties mutually agree that the following interpretation of Article V, Section F shall apply:

1. Employees who have been involuntarily transferred shall, at their discretion, be reinstated in their previous buildings on the basis of vacancies that are available for September 1, for which they are qualified. Such employees' rights to reinstatement shall supersede the rights of their other employees who have applied for those positions, with the exception of those employees who are furloughed. In this event, requirements of the Public School Code of 1949, as amended, regarding the recall of employees would have precedence over the transfer of bargaining unit employees, even if it involves new facilities or renovated facilities as set forth in the contract.

2. This Article shall apply to any employees who are on any approved leave of absence.

3. Employees transferring voluntarily to a temporary vacancy shall be retained on their original building seniority list. The duration of such transfers shall be agreed upon in advance.

4. Employees on any approved leave of absence shall be retained on their original building seniority list.

5. Prior to April 1, each building principal shall post all known or anticipated vacancies, either permanent or temporary. This list shall be kept up-to-date through May 1.

6. Employees desiring a voluntary transfer shall apply in writing to the Superintendent, copy to the building principal, no later than May 1. Employees may specify desired positions which are not presently posted.

7. All applicants shall be notified in writing of the disposition of their transfer requests. In the case of anticipated vacancies, all transfers shall remain tentative pending finalization of the vacancy.

8. Administration shall retain all applications for a period of one year. These applications shall automatically be considered for any appropriate vacancy which may become available after May 1.

LETTER OF INTENT

RE: Working Conditions
DATE: May 8, 1990

A. Work Station

The District shall make every reasonable effort to provide an area removed from student contact for the employee to work during preparation time.

B. Safety and Health

Upon alleged identification of any unsafe working condition, the concerned employee shall report it immediately to his/her immediate supervisor. The Administration shall take reasonable steps necessary to correct such conditions. It is assumed the District will conform to current safety and health programs presently enacted into law. Any continuing discussion or dispute will be resolved by a committee consisting of three people appointed by the Superintendent and three people appointed by the President of the Association.

LETTER OF INTENT

RE: Telephone Access
DATE: May 8, 1990

When telephone access becomes a problem in any school, the President of the Association and the Superintendent shall review said problem and agree on recommended solutions for implementation.

LETTER OF INTENT

RE: Dismissal Due to Inclement Weather
DATE: May 8, 1990

When school is dismissed due to inclement weather and roads, in the opinion of local authorities and the Superintendent, and are not improving, then the bargaining unit members shall be dismissed as soon as reasonably possible after the students leave.

LETTER OF INTENT

RE: Maintaining Educational Excellence
DATE: September 1, 1994

The Board of School Directors agrees to maintain or improve the educational excellence and programs which it currently offers to students. This includes, but is not limited to, class size, nursing and counselor load, and the scope of curricular and extra-curricular program offerings. The base year for applying this clause shall be 1993-94.

LETTER OF INTENT

RE: Sick Leave Bank Regulations

1. Membership in the Bank shall be voluntary, but the Bank shall not be initially put into effect unless 65% of the bargaining unit chooses to join.

2. Initial applications for membership will be submitted to the CREA in writing. After the Bank is put into effect initially, employees may join only upon written application to the Bank Committee between May 15th and June 15th of the year preceding their membership. Newly hired employees may join no later than October 15 of the school year.

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3. Charter members will contribute one (1) accumulated day of sick leave to the Bank, or at their option, one (1) day of personal business leave. Except as otherwise provided in these regulations, an additional contribution of one (1) day shall be required of all members at the beginning of the second year and each subsequent year of Bank operation. Members joining in subsequent years will be required to contribute one (1) day for each year that the Bank has been in operation, except newly hired employees who need contribute only one (1) day.

4. Contributed days shall remain in the Bank and may not be withdrawn by an employee upon retirement or resignation from the District, or on resignation from the Bank, or otherwise, provided that if membership in the Bank at any time falls below 50% of the bargaining unit, Bank operation shall be suspended, except that those already receiving benefits may continue to receive such benefits up to the maximum withdrawal. The parties shall, at the request of either, meet and discuss concerning possible modifications of these regulations.

5. In the event contributed days become depleted during the operation of the Bank, the Bank Committee may, at its discretion, assess further contributions against its members or suspend operation of the Bank until the beginning of the next school year.

6. Bank benefits shall be available to any member under the conditions set forth in these regulations for illness or disability normally covered by sick leave. Bank benefits shall not be available to employees on child rearing leave or other long term leaves of absence, except extended sick leave, nor shall Bank benefits be available to employees under conditions where maternity leave would normally have been granted under past practice, except by majority vote of the Bank Committee.

7. Initial withdrawal of Bank benefits shall not commence until a member has exhausted all of his or her accumulated sick leave and ten (10) additional days of absence have been suffered without pay. If the loss of days is not consecutive, twenty (20) days of absence without pay is required prior to eligibility for withdrawal. By majority vote of the Bank Committee, required days of absence without pay may be reduced to no less than five (5) in any individual case for good cause.

8. The Sick Leave Bank Committee shall consist of two (2) members of the bargaining unit, selected by CREA, and two (2) members of the Administration selected by the Superintendent. The Committee shall grant requests for withdrawal of benefits from the Bank where they determine the requesting member meets the qualifications of the Bank regulations.

9. Maximum withdrawal from the Bank in its initial year of membership for each employee shall be equal to the number of accumulated sick days of that employee on the day he or she joins the Bank. By majority vote of the Bank Committee, maximum withdrawal in individual cases may be increased for first and second year teachers, respectively, to twenty (20) and twenty-five (25) days. In no event shall the maximum withdrawal exceed one hundred (100) days for any one illness.

10. Maximum withdrawal in subsequent years of membership for each employee shall be increased by ten (10) less the number of days sick leave taken by the employee in the previous school year. In any event maximum withdrawal shall be increased by one (1) day if an additional day is contributed, and shall continue to be limited to one hundred (100) days for any one illness.

11. The Bank Committee will require of any employee using the Bank benefits a doctor's report, examination by a physician, progress reports on any illness, or such other steps as may be reasonably necessary to protect the integrity of the Bank and prevent abuse of its benefits.

The Board retains its rights under the School Code to require a statement from a physician or other practitioner prior to payment of sick leave, whether or not payable out of Bank benefits.

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12. If the Bank accumulates one thousand five hundred (1,500) days as of September 1st of any year, further donations may be waived except for newly joining members.

13. If relevant portions of this Sick Leave Bank are declared illegal or in violation of the School Code or other applicable statute by any Appellate Court of last resort or other Court of competent jurisdiction, the Bank shall forthwith be dissolved or mutually amended to conform with such decisions. In the event of dissolution the days shall be returned pro rata to the members. On the request of CREA, the parties will meet and discuss concerning implementation of a new Bank complying with the legal requirements of such decision or opinion.

14. Bank operation shall be suspended at the end of any school year in the event of substantially increased use of accumulated sick leave benefits among the members of the Bank. An increased incidence of sick leave absence by the members in excess of 20% over 1987-88 levels shall, in the absence of an epidemic or other such discernible cause, be deemed conclusive evidence justifying such suspension. In the event of suspension of Bank operation under the provisions of this section, the parties shall meet and discuss concerning appropriate modifications of these regulations to allow renewed operation of the Bank.

15. At the discretion of the Bank Committee, any individual member of the Bank may be permitted to donate sick days from his/her own accumulated sick leave to any other Bank member who has exhausted his/her own sick leave and utilized his/her maximum withdrawal from the Bank. To provide for accurate record keeping by the District, all such transactions must be approved and documented in writing by the Bank Committee prior to the donation. Such donated days may not be subsequently repaid to the donor by the recipient. The maximum donation allowable by any one donor shall be two (2) days per year. The maximum donation receivable by any one individual for any one illness shall be fifty (50) days.

16. All records pertaining to operation of the Bank shall be maintained by the Committee. Costs, if any, of such maintenance of records in excess of \$25.00 per year shall be shared equally by the Board and the CREA and shall be approved by a majority of the Bank Committee.

17. An employee requesting Sick Leave Bank benefits must petition the committee in writing.

18. All decisions of the Sick Leave Bank Committee are final.

LETTER OF INTENT

RE: Positions

Regarding the positions listed below, it is mutually agreed that:

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1. These positions shall be regarded as part of the bargaining unit represented by the Council Rock Education Association.
2. Those holding such positions shall be regarded as Professional Employees as defined by the School Code for all purposes including, but not limited to, seniority, layoff, demotion, and realignment.
3. Should any one of these positions be eliminated, then the employee holding such position shall return to his/her prior position on the basis of seniority.

Positions covered by this agreement.

- a. Staff Development Instructor.
- b. Public Relations Specialist.
- c. Grant Writing Specialist.
- d. Service Learning Coordinator

LETTER OF INTENT

RE: Insurance

DATE: March 1, 1993

Draft June 14 2012

It is mutually agreed that during each school year, bargaining unit members earn one month of medical, dental, disability, and life insurance benefits as provided in the Agreement, Article VII, for each fifteen days worked, or major fraction thereof.

Number Days Worked	Number Months Benefits Earned
At least 8	1
At least 23	2
At least 38	3
At least 53	4
At least 68	5
At least 83	6
At least 98	7
At least 113	8
At least 128	9
At least 143	10
At least 158	11
At least 173	12

Example: An employee uses sick leave days, then begins unpaid leave on the 111th working day, earning seven months benefit coverage, September through March. The employee would have to pay the premiums to continue coverage during April through August.

Note: This letter of intent does not affect extended insurance coverage provided for in our medical benefits in the case of an employee who is totally disabled at the commencement of unpaid leave.