

**AGREEMENT BETWEEN
LUZERNE INTERMEDIATE UNIT
AND
LUZERNE INTERMEDIATE UNIT
EDUCATION ASSOCIATION
FOR BEHAVIORAL HEALTH
2022-2025**

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I. AGREEMENT

THIS AGREEMENT, made and executed this 1st day of July 2022 by and between LUZERNE INTERMEDIATE UNIT, an intermediate unit organized and existing under the laws of the Commonwealth of Pennsylvania, party of the first part, hereinafter called the BOARD.

AND

LUZERNE INTERMEDIATE UNIT EDUCATION ASSOCIATION, being an association of professional employees of the Intermediate Unit, party of the second part, hereinafter call the ASSOCIATION.

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties hereto do hereby agree as follows to wit:

II. RECOGNITION

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

Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

The ASSOCIATION is recognized as the exclusive bargaining agent of regular part-time employees of the Luzerne Intermediate Unit Behavioral Health Department having the following classifications:

1. **Behavioral Health Technician** - Offers Individual Behavioral Support (Part-Time and Full-Time)
2. **Behavioral Consultant Non-Autism** - Behavioral Consultation for children without Autism
3. **Behavioral Consultant Autism** - Behavioral Consultation for children with Autism
4. **Behavioral Consultant/ PH. D** - Behavioral Consultation for children with a mental health diagnosis; PH. D required
5. **Mobile Therapist** - Offers counseling to children with a mental health diagnosis)
6. **Board Certified Behavior Analyst** - Designs ABA programming, conducts functional behavioral analysis, and offers behavioral consultation for children with Autism

The ASSOCIATION is recognized as the exclusive bargaining agent of regular full-time employees of the Luzerne Intermediate Unit Behavioral Health Department having the following classifications:

1. **Behavioral Health Technician** Provides individual interventions, facilitates group sessions, crisis intervention, and case management services
2. **Mental Health Worker** - Provides interventions to clients as directed by treatment plans, assist with behavioral modification with the classroom

III. PHILOSOPHY

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Luzerne County classes the highest level of behavioral health services obtainable. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board and its professional staff.

IV. PRINCIPLES

A. Professional Personnel

It is recognized that members of the professional staff require specialized qualifications and that the behavioral health programs of the Intermediate Unit depend upon the maximum utilization of the abilities of professional employees who are reasonably well satisfied with the conditions under which their services are rendered.

B. Rights of Minorities and Individuals

The legal rights inherent in the State School Code and in the rulings and regulations of the Department of Education and the Department of Public Welfare affecting certification of personnel are in no way abridged by this Agreement.

C. Personal Life

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

D. Citizenship

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

The Board extends equal opportunities to all individuals without discrimination because of race, creed, color, sex, age, national origin or handicap.

E. Just Cause

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

F. Required Meetings or Hearings

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

V. AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding according to Act 195 and Act 88. The Board is the legally constituted body responsible for the determination of policies covering all of the Intermediate Unit 18 classrooms and systems.

VI. PROCEDURES FOR CONDUCTING NEGOTIATIONS

The Luzerne Intermediate Unit 18 Education Association is the exclusive representative of bargaining unit employees; accordingly, all negotiations, mediations, fact-findings,

arbitrations, grievance proceedings, conferences, or meetings shall proceed and be conducted pursuant to the agreement between the Luzerne Intermediate Unit 18 and the Luzerne Intermediate Unit 18 Education Association.

A. Negotiating Team

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

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

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

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

B. Exchange of Information

Both parties and/or the Executive Director shall furnish each other, upon request, available information pertinent to the issue(s) under consideration. In addition, the Board agrees to provide the Associations' Secretary with a list of all new professional employees, addresses and school placement, and any resignations or leaves of absence of professional employees within fifteen (15) days from the official action of the Board at a regularly scheduled Board meeting.

C. Right to Information

The Board agrees to furnish to the Association information related to the financial and educational operation of the intermediate unit. Such information will be furnished as soon as possible but not more than thirty (30) calendar days of receipt of request by the Association.

D. Committee Reports

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

E. Printing of Ratified Agreement

The Board shall type all required and needed copies of the ratified Agreement booklet within thirty (30) days. Agreement will be posted once all signatures have been affixed.

VII. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

A. Modification

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

VIII. POSTINGS

All full-time vacancies will be posted in the Behavioral Health Department. All existing members of the Behavioral Health Department Bargaining Unit will be considered for these positions. The candidate with the best qualifications will receive the position. In the event qualifications are equal, then the bargaining unit member with the greatest seniority will receive the position.

VIV. MATERNITY LEAVE POLICY

A maternity leave policy is hereby established under authority of law and to become effective July 1, 1976.

All female employees who become pregnant or who are otherwise qualified hereunder are hereby granted a maternity leave for a reasonable period of time.

A. Period of Leave

A pregnant employee who desires a maternity leave of absence shall submit an official written request for such leave to the Executive Director. Such request shall include a certification of pregnancy from the employee's physician and the beginning and ending dates for said leave.

The term of leave shall be no longer than one (1) year. A request for maternity leave shall be submitted at least thirty (30) days prior to the beginning of the requested leave.

Additional leave, not to exceed a maximum of one (1) year may, at the Board's sole discretion, be granted to an employee because the employee is disabled and unable to return to work. Such disability must be verified by the employee's physician, including the additional anticipated beginning and ending dates for said additional leave. The Board will not unreasonably deny the request for an additional year for maternity leave.

Three (3) week notice shall be given by the Professional employee prior to returning to work.

B. Eligibility

Any employee of the school shall be eligible for this leave on the basis of either pregnancy of the natural mother or immediate adoption of a new born infant by the employee.

A male employee will be granted a paternity leave similar to that given a female employee. A request for a paternity (child-rearing) leave shall be submitted at least thirty (30) days prior to the beginning of the requested leave.

C. Benefits While on Leave

No salary shall be paid said employee, nor shall pension rights accrue during the period of leave. While on maternity leave as herein defined, the employee is entitled to sick leave without pay or benefits for disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, according to guidelines by the Equal Employment Opportunity Commission. Part 1604.10, issued under the Civil Rights Act of 1964.

D. Return from Maternity Leave

Upon application by the employee on such leave to return to employment following such reasonable maternity leave, the Board shall offer her the job she held before going on leave or a substantially equivalent position. To the extent applicable, this regulation shall be administered in a reasonable consistent way with other leaves of absence as provided under the laws of the Commonwealth of Pennsylvania.

E. Miscellaneous

The Board may require that request for sick leave while on maternity leave and for return to employment from maternity leave will be supported by a physician's statement.

X. PERSONAL DAYS

A. Part-time Staff Only

Part time staff will receive \$10 per hour for training and supervision

B. Full-time Staff Only

Vacation days will be awarded as follows:

1-10 years – fifteen (15) days

11-15 years – twenty (20) days

16 or more years – twenty-five (25) days

Sick days will be awarded as follows:

Twelve (12) days annually.

Personal Days will be awarded as follows:

Four (4) personal days annually.

C. Bereavement Days

1. Whenever a professional or temporary professional employee shall be absent from duty because of death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days. The Board may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined

as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household or any person with whom the employee has made his home.

2. Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

D. Sick Leave Incentive Payment

Any Full-Time employee who uses sick leave as follows during the course of any contract year (July 1 to June 30), said employee will be paid in a separate check prior to August 31st of each year.

Use over 5 days – No Payment
3-5 used sick days - \$150
Less than 3 used sick days - \$250

XI. LEAVES OF ABSENCES

A. Military Leave of Absence

(a) Any employee of any school district, who shall have been regularly employed by any school district or vocational school district for any period, and who shall volunteer for military service in the armed forces of the United States of America in time of war or during a state of national emergency or shall be inducted for military service in the Armed Forces of the United States of America at any time, shall within thirty (30) days after the receipt of notice to report for duty, send a copy of such notice to the secretary of the school board by which he/she is employed (subsection (a) amended March 20, 1956, P.L. 1309).

(b) The secretary of the Board shall verify the information contained in the notice from any employee concerning selection or induction into military or naval service, and upon verification of such facts, shall record the same in the records of the school board and send notice thereof to said employee.

(c) Without further action by the Board of School Directors, the employee inducted into military or naval service shall forthwith be considered to be upon leave of absence for the entire duration of such service. All rights and privileges shall be reserved to such employee as if he continued in the service of said school board: provided, that no such leave of absence shall be granted unless said employee shall, in writing, agree upon termination of the said leave on return to employment in said school district for a period of not less than one (1) year.

B. Reinstatement in Former School Position

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

C. Rights Preserved During Leave of Absence

(a) Whenever a contract is required by law and whenever a contract actually exists between the school board and the employee, the same shall be considered to continue in full force and effect during said leave of absence.

(b) Increments shall not be abated during said leave of absence, but shall continue to accrue to such employee.

(c) The Board shall pay into the Public School Employees' Retirement Fund on behalf of each employee, in addition, to the contributions required by law to be made by it, the full amount of the contribution required by law to be paid by the employee, so that such employee's retirement rights shall in no way be affected by such leave of absence. If any such employee resigns, or fails to return to his employment as provided in this act, the amount contributed by the Board under this sub-section shall be deducted from the refund payable to such employee under existing law, and the amount so deducted shall be refunded to the Board by which it was paid. If any such employee shall return within one (1) year from the date of his discharge from military service to school service in any other school district within this Commonwealth, or as an employee of any institution or board, the employees of which are entitled to membership in the Public School Employees' Retirement Association in accordance with the provisions of this act, approved the eighteenth (18) day of July, one thousand nine hundred seventeen (Pamphlet Laws 1045), as amended, he shall be entitled to have full credit for each year he spent in military or naval service upon his restoring to the Public School Employees' Retirement Fund, to the credit of the annuity savings account, his total accumulated deductions in the amount they should have been at the time he resigned from, or failed to return to, the Intermediate Unit from which he entered military or naval service. Such back payments may either be paid in a lump sum or by such monthly payroll deductions as may be approved by the Public School Employees' Retirement Board.

(d) The period of said leave of absence shall be considered as service to the Board in the matter of seniority rights.

D. Legal Leave

Employees in the bargaining unit shall be granted paid leave to appear, or otherwise participate, in legal proceedings where the employee, the student individually or his or her parents are a party, plaintiff or defendant in the proceedings where the litigation is related in some way to the professional employees' employment.

Employment does not relate to work stoppage or litigation between the Board and the employee.

E. Unpaid Leave

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

XII. PROFESSIONAL PERSONNEL PROVISIONS

A. Personnel Records

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

B. Maintenance of Membership

Article III, subsection 18, Act 195. That all employees who have joined an employee organization, or who join the employee organization in the future, must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee or employees may resign from such employee organization during a period of fifteen (15) days prior to the expiration of any such agreement.

C. Jury Duty Leave

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

D. Ratings and Evaluations

Annual performance evaluations that will be discussed with staff and base line during the initial year of this agreement.

E. Placement on Salary Schedule

1. Full-time employees will be placed on the appropriate column based on the degree and credits presented at the time of hire. All credits presented beyond the Bachelor's Degree must be graduate level in nature.
2. New Full-Time Staff (after 7/1/2022) will be placed on Step 1 unless they have prior service to the LIU 18. In this event, the Board will use its discretion to appropriately place new staff on the appropriate Step, not to exceed Step 5.

F. Full-time Staff Hours Clarification

1. All Full-Time Employees will follow the district calendar in which they are assigned for holidays and other emergency related closings during the academic year. Staff will follow the IU Administrative calendar during the Summer.
2. Full-Time staff will work the school districts professional staff hours.

G. SBBH Staff during a Holiday

Any full-time employee requested to work over the holiday breaks will be paid at a rate of \$25.00 hour.

It is an expectation based on the nature of the positions that staff conduct home visits on night and weekends and flex their schedule accordingly. Staff can work with supervisors to flex their schedule and potentially be compensated based on need.

Staff are required to periodically be on-call for crisis work and will be compensated with a \$350.00 annual stipend to be paid during the 2nd pay in December of each year.

H. Billable Hours

Behavioral Health Technicians are expected to bill a minimum of 1000 hours in yearly period (July 1 to June 30).

All team members that complete a minimum of 25 billable hours in 42 of 52 weeks of the year will receive a \$750 stipend to be paid in the last pay period of July.

I. All Staff will be afforded the right to CPR/First Aide training on a regular basis as required by Medicaid Guidelines or as needed to satisfy programmatic requirements at no charge to the employee.

J. Summer Hours

Summer hours for full-time staff may be established at any time by the Executive Offices. Staff will be notified via email of modified work calendar and/or work day.

XIII. PUBLIC RECORDS

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

XIV. HOSPITALIZATION AND INSURANCE (Full – Time Staff Only for Sections A through E)

A. Insurance

Full-time staff will receive \$50,000.00 in term life insurance.

B. Health Insurance

All new full-time employees will receive individual health, dental and vision coverage. The LIU shall provide Highmark Blue Shield Care PPO 150. The deductible amounts for this plan area \$150 individual/\$450 family deductible. If the employee wishes to apply for a plan to cover their spouse and/or children, they will be responsible for the difference in premium between the individual plan and the plan selected. At the end of three (3) year period, the employee is eligible for dependent coverage. Employee is responsible for a 3% premium share.

C. Dental Insurance

The Board shall provide dental insurance for all professional employees and their dependents which includes: a 100% UCR Basic, 100% UCR Supplemental Basic Coverage. The dental program will be expanded in the first year of the Agreement to provide 50% UCR Prosthetic, Periodontics and Orthodontic Coverage. The coverage is limited to a maximum of \$1,000.00 per individual per calendar year and Orthodontics coverage is limited to a maximum of \$800.00 per individual lifetime maximum. The expanded dental insurance will only be provided to the bargaining unit member with his/her right to purchase dependent coverage at their expense on an annual basis subject to the carrier's policies.

D. Vision Care

A Blue Cross/Blue Shield Vision Care Program will be provided for each employee and his or her dependents. The current Blue Shield Vision care Program will be improved to include coverage to students to age 23 and following increase in payment schedule: Contact lenses when medically necessary – hard \$150.00; soft \$200.00. Not medically necessary \$50.00.

E. Benefit Waiver Policy

1. All bargaining unit members may reduce or waive coverage for hospitalization, medical-surgical, major medical, dental and vision insurance coverages offered in four (4) available combinations.

- A. Hospitalization, medical-surgical, major medical, dental & vision.
- B. Hospitalization, medical-surgical, major medical.
- C. Dental.
- D. Vision.

2. All eligible bargaining unit members waiving health insurance benefits will be reimbursed thirty-five percent (35% of the premium cost of coverage minus appropriate premium share.)

3. To exercise waiver of benefits, an employee must submit a completed Request for Employees Benefit Waiver to the Business Office for review and approval. The waiver must be submitted no later than May 15th for implementation in the proceeding school year.

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

F. Optional Health Care Coverage (Part-time Staff)- All part time staff will be offered the option to purchase a health care plan from the LIU. The option will be for them to only purchase single benefits at market value through a pre-tax payroll deduction. Employees will have the right to opt-in and opt-out of this plan throughout the work year. Employees will pay for healthcare via 26 equal pre-tax payroll deductions. Part-time employees will be required to work a minimum of 30 hours per week during the school year to be eligible to buy into the coverage. The Intermediate Unit will work to provide a variety of health care options for employees to choose from.

G. Taxes under the Affordable Care Act

In the event of the notice of imposition of an excise tax, also referred to as the "Cadillac Tax", under the Patient Protection and Affordable Care Act (PPACA), then and only then will the parties to this agreement reconvene to determine the appropriate method of addressing the cost burden on this tax. In the event the parties to this agreement cannot

agree on what is the “*appropriate method*” within sixty (60) work days from the beginning of said negotiations, then either party can have the matter referred to “*last best offer*” arbitration under the rules and regulations of the Pennsylvania Bureau of Mediation. It is expressly understood that the decision of the Arbitration is “*final and binding*” on both parties.

XV. GRIEVANCE PROCEDURE

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

The parties agree that grievances which arise out of the interpretation of this Agreement, shall be resolved in accordance with the grievance procedure described in Appendix “B” attached hereto and made a part of this Agreement.

A. Definition

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

Level One – Information discussion with their immediate Program Director or the grievant’s immediate supervisor.

Level Two – If the action in Level One fails to resolve the grievance, the grievant may invoke the formal grievance procedure on the forms provided by the Association within thirty (30) days of the occurrence of the grievance. If the grievance involves more than one school building, it may be filed with the Executive Director or his/her designee.

Level Three – Within five (5) school days of the receipt of the grievance, the Program Director shall meet the Association designated representative (s) and/or grievant in an effort to resolve the grievance. The Director shall indicate his or her disposition within five (5) school days of such meeting. A copy of this disposition shall be furnished to the President of the Association and the grievant after the school day.

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

Level Five – If the action in Level four fails to resolve the grievance, and if the Association is not satisfied with the disposition of the grievance, the Association may transmit the grievance to the Intermediate Board by filing a written copy thereof with the

Secretary or other designee of the Board. The Board no later than its next regular meeting or two calendar weeks, whichever shall be later may hold a hearing on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter, with or without a hearing. A copy of the disposition shall be furnished to the President of the Association and the grievant.

Level Six – if the action in Level Five fails to resolve the grievance, the Association may submit the grievance (s) to binding arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the Bureau of Mediation in accord with Act 195, Article IX, Section 903. The time limits in this procedure shall be observed but may be extended by written agreement by the parties. In the event a grievance is filed after May fifteenth (15) of any year, and strict adherence to the time limits may result in hardships to any parties; the Board and the Association and/or grievant may agree to establish new time limits. If no agreement can be reached on the time limits, strict adherence to the time limits set forth in the grievance procedures will be followed.

The Association designated representative (s) and a reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure without loss of pay or benefits.

XVI. NO STRIKE OR LOCK OUT

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

XVII. DEDUCTIONS

A. Dues

The Board agrees to deduct dues from the payroll checks of a member of the Association upon receipt of executive authorization from the member of the Association in accordance with the form attached to this agreement marked Exhibit (A).

B. Payroll Deductions

The Board agrees to have payroll deductions for savings bonds and credit unions upon receipt of executed authorization from the member of the Association.

XVIII. MEET AND DISCUSS

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

XIX. WORKING CONDITIONS

A. Unsafe Working Conditions

No professional employee shall be required to work in any unsafe working condition.

B. Reasonable Force

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

C. Assault

Legal Assistance: The Board shall give full support including legal advice and other assistance for any assault upon the professional employee while acting in the discharge of his/her duties.

D. Reporting Assaults

To principal or immediate supervisor. Professional employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

Program Director: Such notification shall be immediately forwarded to the Program Director who shall comply with any reasonable request from the behavioral health employee for information in the possession of the superintendent and/or Executive Director relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the professional employee, the police and the courts.

E. Reimbursement for Loss and Damage

If permissible by law, the Board shall reimburse professional employees for any loss, damage, or destruction of clothing or personal property of the behavioral health employee due to an assault by a student or parent, while on duty in the school, on the school premises, or on a school-sponsored activity which is verifiable beyond a reasonable doubt.

F. Worker's Compensation

1. All employees are covered by Worker's Compensation Insurance for injuries sustained while on duty. All accidents shall be reported on the proper forms which will be supplied the employees' immediate supervisor or the Intermediate Unit Office.
2. Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave. The Board shall pay such employee the full amount of his/her salary from the sick leave bank until he/she is eligible for Worker's Compensation Benefits provided under no circumstances shall the employee receive money in excess of their salary rate arising out of any particular incident.

G. Medication

No employee shall be required by the employer 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.

In a life threatening situation/emergency when a nurse is not available, an employee should use their best discretion in aiding the child.

H. Provisions for the Handicapped Student

When a student handicapped to the extent that special care is required is assigned to an employee, the Intermediate Unit will attempt to provide an appropriate consultant to advise the employee as to how to handle day to day emergency situations involving the handicapped student. The Intermediate Unit shall defend and indemnify an employee from and against any and all liability, claims or suits arising out of the implementation of the above instructions or if the employee exercises good judgment and common sense in handling of a situation not covered by prior instruction through the Board's liability insurance carrier.

I. Contagious/Communicable Diseases

Employees of the Board, by the very nature of their assignments are exposed to students and environmental contacts which increase their susceptibility to contacting diseases above and norm. Therefore, the Board agrees to provide at no expense to the employee the opportunity to receive the necessary inoculation immunizing them from contacting such contagious/communicable diseases as determined by the Pennsylvania Department of Health as set forth in Section 27.71 of the Department of health Regulations dealing with communicable diseases in school children with the addition of hepatitis and aids when and if a vaccine is available. The decision to receive these inoculations shall be at the sole discretion of the employee.

XX. WAGES, HOURS AND SALARY PROVISIONS

A.BHT/MHW Salary Schedule

Columnar movement is limited to one per year. Courses require a fourteen-day prior approval.

BHS/MHW Salary Schedule

Step	B	B + 15	B + 30	M
1	30,000	30,500	31,000	32,000
2	30,700	31,200	31,700	32,700
3	31,400	31,900	32,400	33,400
4	32,100	32,600	33,100	34,100
5	32,800	33,300	33,800	34,800
6	33,500	34,000	34,500	35,500

7	34,200	34,700	35,200	36,200
8	34,900	35,400	35,900	36,900
9	35,600	36,100	36,600	37,600
10	36,600	36,800	37,300	38,300
11	37,000	37,500	38,000	39,000
12	37,700	38,200	39,400	39,700
13	38,400	38,900	39,400	40,400
14	39,100	39,600	40,100	41,100

B1. Part-time Salary Schedule

Wages based upon years of employment with the LIU:

	First Year	Second Year	Third Year	Fourth Year
Beh Health Technician	\$17.50	\$18.00	\$18.50	\$19.00
After School Support Worker	\$17.50	\$18.00	\$18.50	\$19.00

Starting in an employees' **fifth year of employment** with the LIU, the employee will receive a \$.50 per hour/per year increase for the duration of this agreement.

B2.

Mobile Therapist/BC:	\$31.16 per hour
Licensed Mobile Therapist/BC	\$35.00 per hour
Behavioral Consultant (no Autism):	\$31.16 per hour
Behavioral Consultant with Autism (Licensed):	\$37.00 per hour
Behavior Consultant/PH.D.	\$45.00 per hour
Board Certified Behavior Analyst	\$50.00 per hour

XXI. SEPARABILITY

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

It is further agreed that within ten (10) days of receipt of notification of the court's actions, negotiations shall commence, during which a new agreement on such matter shall be reached. In the event agreement is not reached within twenty (20) days after negotiations have begun, the matter shall be referred to binding arbitration under the rules and regulations of the American Arbitration Associations.

All understandings and agreement reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

XXII. STATUTORY SAVINGS

Nothing contained herein shall be construed to deny or restrict to any employee such rights as may exist under the public school code of 1949 as amended or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

XXIII. DURATION OF AGREEMENT

A. Effective Date

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025, subject to the Associations right to negotiation over a successor.

B. Ratification

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

LUZERNE INTERMEDIATE UNIT EDUCATION ASSOCIATION

BY Martin Walsh PRESIDENT

BY Audrey Marie Rocozzandi SECRETARY

LUZERNE INTERMEDIATE UNIT BOARD OF EDUCATION

BY Louygue Fanell PRESIDENT

BY John Usary SECRETARY