

Wyoming Valley West School District
Act 93 Management Group Contract

July 1, 2011 – July 1, 2016

ARTICLE I - RECOGNITION

The Wyoming Valley West Management Group, Hereinafter, referred to as the Management Group, is hereby recognized to as the Board, as the meet and discuss agent for professional and non-professional management personnel of the Wyoming Valley West School District, for the purpose of the development of a compensation plan pertaining to wages, hours, benefits, terms and conditions of employment, and for equitable resolution of differences.

Both parties agree that this Agreement sets forth items and conditions by which the parties agree to be bound.

ARTICLE II - TERMS OF AGREEMENT

The terms of this Agreement shall be for five (5) years, to begin July 1, 2011 and shall continue in full force and effect until June 30, 2016.

ARTILCE III - NO STRIKE – NO LOCKOUT PROVISIONS

Both parties agree to abide faithfully to the provisions of the Agreement that as a condition of said Agreement to which the parties have agreed, the Management Group pledges that members will not engage in a strike during the term of the Agreement and the employer pledges that it will not conduct or cause to be conducted a lockout during this Agreement.

ARTICLE IV - SALARY

This is a five (5) year Agreement. Remuneration shall be set forth as presented on the attached schedule.

ARTICLE V - MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Paid membership in two (2) professional organizations that are related to the position and approved as such by the superintendent.

ARTICLE VI - SICK LEAVE

Each position shall be credited with thirteen (13) days sick leave for each work year, three (3) personal days and one (1) emergency personal day.

ARTICLE VII - PAID HOLIDAYS

Eleven (11) full days shall be granted:

1. Fourth of July
2. Thanksgiving Day
3. Day after Thanksgiving
4. First Day of Deer Season
5. Christmas Day
6. Day Before New Year's Day
7. New Year's Day
8. Good Friday
9. Easter Monday
10. Memorial Day
11. Labor Day

ARTICLE VIII - PAID VACATION

Members of the Management Group shall receive paid vacation at the rate of 1.83 days per month.

0 – 9 years	22 days
10 – 19 years	23 days
20 – 24 years	24 days
25 or more	25 days

ARTICLE IX - HEALTH CARE

Health care for the Management Group will be the same as that of the conditions set forth for the professional staff.

ARTILCE X - BENEFITS

Members of the Management Group shall receive all additional fringe benefits awarded to member of the professional and non-professional staff.

ARTICLE XI - EVALUATION

Each member of the Management Group shall be evaluated by his/her immediate supervisor in coordination with the superintendent. The evaluation shall be based upon the job description filed with the superintendent which is hereby incorporated by reference in this Agreement. All evaluations shall be in writing and the members of the Management Group shall receive a copy of same and have an opportunity to review it and submit a written response in reply thereto.

Any member of the Management Group rated unsatisfactory shall at the time receive in writing reasons(s) for such rating and specific recommendations for improvement. He/she shall have the opportunity for review and reasonable time to make the recommended improvements.

Request for review must be made within ten (10) working days of receipt of the rating.

Consideration of actions with regard to the possible termination of employment and demotion of a member of the Management Group shall be in compliance with the Pennsylvania Public School Code of 1949, the Public Employees Relations Act (195), and other laws or regulations which may apply.

ARTICLE XII - RETIREMENT INCENTIVE

- A. All members of the Management Group who are eligible for early or normal retirement under the Public School Employees Retirement System (PSERS), who have completed ten (10) years of full-time employment with the Wyoming Valley West School District, and who are at least fifty-five (55) years of age shall be eligible for the retirement incentive program set forth in this Article. Any full-time member of the Management Group who is eligible for disability retirement under the Public School Employees Retirement System (PSERS) and who has completed ten (10) years of full-time employment with the Wyoming Valley West School district shall be eligible for the retirement incentive program set forth in the Article, regardless of age.
- B. Upon retirement each eligible member of the Management Group shall receive an incentive payment at the date of retirement and calculated as a percentage of his/her last full year's salary according to the following scale:

2010-2011

<u>Years of Service In Public Schools</u> (At Time of Retirement)	<u>Incentive</u> (% Of Last Full School Year's Salary)
20 – 29 Years	60%
30 – 34 Years	50%
35 – 37 Years	40%

The scale will remain the same through the 2015-2016 school year.

Notification of retirement must be given to the School District ninety (90) days prior to effective date for employee to receive the initiative.

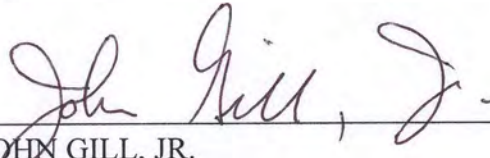
Retiring employees will normally receive their incentive payments in two (2) equal annual installments payable before January 31st of each year after the retirement is effective. If the retiring employee should die between July 1st of the year of retirement and the time of incentive payment, the incentive payment shall be paid to the employee's estate.

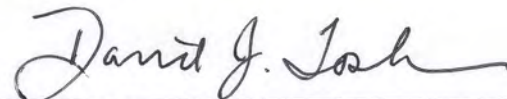
Should an employee die after July 1st of the year in which notification is given and before all payments are made, the entire amount due shall then be paid to the employee's estate.

ARTICLE XIII - OUTSIDE EMPLOYMENT/TRANSFER/ACCESSIBILITY

1. Employees covered by Act 93 shall not obtain outside employment which interferes with the normal working hours of the position held unless otherwise determined by the Superintendent of Schools upon consultation with the Board of School Directors and approved in writing in advance by the Board of School Directors. For the purpose of this Article, the normal hours for employees shall be defined as follows.
 - Act 93 employees with building level responsibilities (Principals and Assistant Principals): Start time is determined by the starting time of the classes and ending time is determined by the dismissal time of the students in addition to time necessary to ensure the smooth opening and closing of the building for the day.
 - Act 93 employees of the Central Office responsibilities: The start and ending times will correspond to the normal hours for the Central Office, 8:00 AM until 4:00 PM.
 - Act 93 employees with combined responsibilities of Central Office and building level (Maintenance and Supply): The start and end times shall be the same as the Central Office employees unless otherwise determined by the Board of School Directors and approved in writing in advance by the Board of School Directors.
2. Employees covered by the Act 93 contract may be transferred to another position for which they are properly qualified covered by the Act 93 contract irrespective of the title of the position held by the employee prior to the transfer or the title of the position subsequent to the transfer. If the position to which the transfer taking place is one with a higher salary range than the position from which the transfer is being made, then a salary adjustment will be made.
3. Employees covered by the Act 93 contract who are assigned district paid cell phones shall be accessible to the Superintendent and/or his or her designee outside of normal working hours.

This agreement is made and entered into by and between Wyoming Valley West Board of School Directors and the Wyoming Valley West Management Group this the 20th day of June 2012.

BY: 
JOHN GILL, JR.
President
Wyoming Valley West Board of School Directors

BY: 
DAVID J. TOSH
President
Wyoming Valley West Management Group