

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**CAREER TECHNOLOGY CENTER OF  
LACKAWANNA COUNTY**

**and the**

**LACKAWANNA COUNTY AREA  
VOCATIONAL-TECHNICAL  
FEDERATION OF TEACHERS, LOCAL 3876  
AFT, AFT PA, AFL - CIO**

**Kyle Linko – President  
John Moran – Vice President  
Matthew Zampetti – Secretary  
Ann Jordan - Treasurer**

**September 1, 2021 – August 31, 2026**

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**ARTICLE I**  
**RECOGNITION**

1. The term "employer" when used in this Agreement shall be construed to mean the Joint Operating Committee of the Career Technology Center of Lackawanna County.
2. The term "Federation" as used in this Agreement shall mean the Lackawanna County Area Vocational-Technical School Federation of Teachers, Local 3876, AFT, AFL-CIO.
3. The employer recognized the Federation as the exclusive representative for collective bargaining purposes for employees within the unit certified by the Pennsylvania Labor Relations Board in its Order dated August 12, 1974, in Case No. PERA-R-4259-C, as amended in its Order dated February 12, 1979, in Case No. PERA-U-11, 966-C, and as amended in its Order dated October 25, 2002, in Case No. PERA-U-02, 10-E.
4. The term "employee" when used in this Agreement refers only to those persons falling within the classifications of the certification referred to in Section 3 of this Article.
5. This Agreement pertains only to those employees falling within the certification referred to in Section 3 of this Article.

**ARTICLE 2**  
**HEADINGS**

Any headings preceding the text of the several Articles herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**ARTICLE 3**  
**FAIR PRACTICES**

The employer and the Federation agree that neither shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status or membership or participation in the activities of the Federation, or refraining from such membership or participation with respect to any right or benefit afforded under this agreement.

**ARTICLE 4**  
**MANAGEMENT RIGHTS AND CONSTRUCTION OF AGREEMENT**

1. Except as specifically provided in this Agreement, the operation and administration of the school, including the right to make rules and regulations pertaining thereto, shall be fully vested in the employer. Nothing stated in this

Agreement shall be construed as a delegation or waiver of any powers or duties vested in the employer by virtue of any provision of the laws of the Commonwealth of Pennsylvania.

2. The employer and the Federation agree that this Agreement shall be interpreted and construed in a manner so as not to be in violation of, nor in conflict with, any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

## **ARTICLE 5** **SEVERABILITY**

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a Court of last resort of Pennsylvania or of the United States or by a Court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions shall continue in effect. In such event, upon written request of either party, the parties shall meet for the purpose of negotiating a substitute provision, if such substitute is legally possible. Such meeting shall be scheduled within fifteen (15) days after the next regularly scheduled Joint Operating Committee meeting.

## **ARTICLE 6** **WAIVERS**

The employer and the Federation acknowledge that this Agreement represents the results of collective bargaining between said parties conducted under and in accordance with the provisions the Public Employee Relations Act and constitutes the entire Agreement between the parties for the duration of this agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement, except by mutual agreement of the parties in writing.

## **ARTICLE 7** **NO STRIKE/NO LOCKOUT**

1. It is mutually agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Federation authorize, assist or encourage any such strike during the life of this Agreement.
2. Should a strike occur not authorized by the Federation, the Federation within twenty-four (24) hours following a request by the employer, shall:
  - a. publicly disavow such action by the employees;
  - b. advise the employer in writing that such employee action has not been authorized or sanctioned by the Federation;

- c. post notices on all bulletin boards advising employees that it disapproves of such action and instructing them to return to work immediately.
3. The employer will not engage in any lockout during the life of this Agreement.

**ARTICLE 8**  
**STATUTORY SAVINGS CLAUSE**

All employees shall be afforded the full rights and privileges to which they are entitled under the Pennsylvania School Code, the Public Employee Relations Act, and other applicable laws and regulations, as well as interpretations thereof.

**ARTICLE 9**  
**RESERVED**

**ARTICLE 10**  
**ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the employer and the Federation, and there are no agreements, conditions, or understandings, either oral or written, other than as set forth herein. It is further agreed that no amendment, change, modification or addition to this Agreement shall be binding upon either party hereto unless reduced to writing and signed by both of the parties.

**ARTICLE 11**  
**COPIES OF AGREEMENT**

Upon the ratification of this Agreement, the employer shall prepare and give to the Federation two duly executed copies of the collective bargaining agreement, with original signatures and post the duly executed collective bargaining agreement on the CTCLC website for members' use.



**ARTICLE 12**  
**EXCHANGE OF INFORMATION**

1. The employer and the Federation agree to make available to each other, upon reasonable request and within a reasonable time, not to exceed twelve (12) work days, such information, statistics, records or documents related to the bargaining unit for Federation business which are in their possession and are necessary for negotiations and/or the implementation of this Agreement. The parties shall not be required to compile such materials in the form requested if it is not already compiled in that form, unless mutually agreeable.
2. Neither of the parties shall be required, under the terms of this Article, to make available to the other, information which is privileged or declared to be confidential under the terms of any statute.

**ARTICLE 13**  
**EMPLOYEE ORGANIZATION BUSINESS**

1. No employee or employee organization representative shall solicit members, engage in organizational work, or participate in other employee organization activities during work hours of the employees involved on the employer's premises except as expressly provided for in this Agreement.
2. This Article shall not be construed to preclude informal conversations between individual members of the bargaining unit during unassigned time, provided that such do not interfere with the employees' responsibilities.

**ARTICLE 14**  
**MAINTENANCE OF MEMBERSHIP**

Any employee included in the unit for which the Federation has been certified as the exclusive bargaining agent by the Pennsylvania Labor Relations Board, and who is a member of the Federation or who joins the Federation after the effective date of this Agreement, shall remain a member of the Federation for the duration of this Agreement, provided that any such employee may resign from the Federation during a period of fifteen (15) days prior to the expiration of this Agreement. Any employee who is separated from active employment by reason of termination or reduction in force, or whose position is removed from the bargaining unit by action of the Pennsylvania Labor Relations Board or otherwise, may resign from the Federation at the time of such separation or removal.

**ARTICLE 15**  
**DUES DEDUCTION**

1. The employer agrees to provide for the deduction of Federation dues from the paychecks of all employees who authorize such deductions in writing. The aggregate amounts deducted shall be remitted together with an itemized statement to the Federation by the last day of the succeeding month after such deductions are made.
2. Upon receipt of the deductions remitted under the provisions of Section 1, the Federation shall indemnify and hold the employer harmless against any and all claims, suits, orders, or judgments brought or issued against the employer as a result of any action taken by the employer under the provisions of this Article.

**ARTICLE 16**  
**EXCLUSIVE RIGHTS**

The provisions of the Articles listed below shall apply exclusively to the Federation, and such rights shall not be granted to any other teacher labor organization or individual acting on behalf of such organization.

ARTICLE 14 -- MAINTENANCE OF MEMBERSHIP  
ARTICLE 15 -- DUES DEDUCTION  
ARTICLE 17 -- BULLETIN BOARDS  
ARTICLE 18 -- USE OF MAILBOXES  
ARTICLE 19 -- USE OF BUILDINGS  
ARTICLE 20 -- UNION LEAVE  
ARTICLE 32 -- MEET AND DISCUSS COMMITTEE

**ARTICLE 17**  
**BULLETIN BOARDS**

The employer agrees to provide reasonable space on bulletin boards in the faculty room for the posting of notices and other materials related to Federation business. The Federation shall not post material related to candidacy for and/or the holding of any School Board office and/or any school administration office, and/or derogatory toward any member of the teaching staff, the administration or any member of the Board.

**ARTICLE 18**  
**USE OF MAILBOXES**

It is agreed that the Federation shall be permitted to have materials related to legitimate Federation business promptly inserted in the mailboxes of bargaining unit members, excepting materials which contain an endorsement of or commentary regarding a particular candidate or political party with respect to an election for public office. Copies of all materials shall be given to the Director or Supervisor of the school at the time of distribution. In the absence of the Director and /or Supervisor, a copy shall be submitted to the administrator in charge of the building. Materials, with the exception of

materials which contain an endorsement of or commentary regarding a particular candidate or political party with respect to an election for public office, shall be submitted by the Federation representative to the office staff for insertion. Political materials previously identified shall be inserted in the mailboxes of Federation members by the Federation President or designee of the Federation President, who shall be provided unencumbered and timely access to the mailboxes.

## **ARTICLE 19** **USE OF BUILDINGS**

1. The Federation shall be permitted to schedule meetings involving bargaining unit business in available portions of the school before or after the normal work day or during the duty-free lunch-time of the employees involved provided that such meetings do not interfere with instructional activities or other assigned duties. Any additional custodial services occasioned by the use of the building by the Federation shall be paid to the employer promptly by the Federation upon written notice hereof. Written request for use of the building shall be submitted to the building supervisor forty-eight (48) hours in advance of the time and place of the meeting. Such requests shall be approved by the appropriate administrator if the request is in compliance with the provisions of this Article. Emergency requests on shorter notice shall not unreasonably be denied.
2. The Federation shall have the right to use school facilities and equipment, at reasonable times, with the approval of the Administrative Director, when such equipment is not otherwise in use. The Federation shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof, and the Federation shall be held fully accountable for any equipment lost, stolen, destroyed or damaged during the time said equipment is being used.

## **ARTICLE 20** **UNION LEAVE**

The employer agrees to grant any necessary leave of absence with pay to a Federation representative for the purpose of transacting Federation business. The president of the Federation shall attempt to notify the employer of the name of the employee at least two (2) weeks in advance of taking such leave. In the event that it is impossible for the Federation to notify the employer two (2) weeks in advance, such notification will be given as soon as possible and leave shall not be unreasonably denied. The Federation shall reimburse the employer for the cost of any substitute teacher employed as a result of this leave.

**ARTICLE 21**  
**TEACHER CONFERENCE AND PROFESSIONAL BEHAVIOR**

Discussions between administrators and employees shall be conducted in a professional manner and on a professional level and, when appropriate, take place in an atmosphere of privacy. Similar standards of professional conduct will govern conferences or discussions between teachers and parents, students, Board members or other employees.

**ARTICLE 22**  
**CLASSROOM COVERAGE**

Employees shall not leave their instructional areas occupied by pupils, unattended during instructional period except as required or as directed by the Administration. Where an employee needs to be temporarily relieved from his/her classroom for emergency personal convenience, he/she shall notify the office to obtain relief.

**ARTICLE 23**  
**MULTIPLE COURSE LEVELS**

Where two (2) year programs are offered the employer agrees to attempt to limit classes to one course level except where such limit is not practical or feasible. Where three (3) year programs are offered the employer agrees to limit classes to two course levels except where such limit is not practical or feasible. The Federation agrees that this Article shall not be construed so as to prevent or limit pupil access to courses. Disputes or problems involving this subject shall be resolved exclusively under the provision of Article 35, Section 6.

**ARTICLE 24**  
**NEW TEACHER - SUPPORTIVE HELP**

1. The JOC and AFT Local 3876 recognize the difficulties facing new teachers, and agree that a lack of assistance when entering into the teaching profession without a support system can lead to excessive staff turnovers. The Mentor Program developed by administration and staff is designed to serve as this support system. Therefore, the employees involved shall be compensated for participation in the Mentor Program as provided below:
  - a. The parties below agree that members of the bargaining unit who serve as mentors shall be paid for time at the fixed hourly rate of \$50.00 per hour for the term of this agreement. Mentors shall work a minimum of one (1) hour per week, although additional time must be pre-approved by administration.
  - b. Mentees will be paid a \$350 stipend after the completion of two (2) of the six (6) task checklists, for a total of \$1050 upon completion of all six (6) task lists. Not all Mentees will be required to complete all six task checklists.
  - c. Mentors/Mentees will be expected to maintain a weekly log.

- d. Time submitted for compensation in the Mentor Program must be outside of the Normal Work Day/Extended Work Days per Articles 41 & 71 of the CBA
2. The Mentor Program is required of all new teaching staff members covered by the CBA.

**ARTICLE 25**  
**DISCIPLINE PROCEDURE**

Where students are causing discipline problems, the employee, using the form "Discipline Report", may send the student to the office and the procedure of the form shall be followed.

**ARTICLE 26**  
**PERMANENT SUBSTITUTES**

1. A permanent substitute shall be considered a member of the bargaining unit.
2. A permanent substitute shall initially be placed on the minimum step of the salary schedule unless otherwise mutually agreed between the employee and the employer, and shall be entitled to all applicable benefits of this Agreement during the period of his/her employment. Applicable benefits shall be deemed to include group insurance, travel pay, sick leave, personal leave, family death leave and payroll deductions.
3. The employment contract of a permanent substitute will be terminated during the school year at such time as the employee being replaced by the substitute is reinstated to duty. Notice will be given to the substitute as soon as reinstatement of the regular employee is approved.
4. A permanent substitute who is appointed as a regular employee shall be given year for year credit for service in the Career Technology Center of Lackawanna County as a permanent substitute.

**ARTICLE 27**  
**SUBSTITUTES**

The employer will make every reasonable effort to obtain qualified substitutes for absent classroom teachers consistent with State Directives and Regulations. Employees who must be absent from their duties will notify the appropriate building administrator at the earliest practical time to allow maximum opportunity for qualified substitutes to be obtained.

**ARTICLE 28**  
**SENIORITY**

1. Seniority shall be defined as length of continuous service from the first day of work as a professional or temporary professional employee with the Career Technology Center of Lackawanna County.

2. Seniority rights shall be defined in accordance with the Pennsylvania School Code and applicable law, except as otherwise expressly provided in this Agreement.
3. Any employee returning from an unpaid leave or furlough shall not forfeit any seniority or other rights accrued prior to said leave or furlough, but such rights shall not continue to accrue during said leave or furlough.
4. In the case of a tie in seniority, the tie will be broken by a lottery system that is mutually agreed to by the employer and the Federation.
5. Upon request the Federation shall be provided with a copy of the current seniority list.

#### Furlough

6. If reduction of staff becomes necessary, it shall be done in accordance with the Pennsylvania School Code and other applicable law.
  7. Furloughed employees may be recalled to vacant or temporarily vacated positions only.
  8. Any furloughed employee may continue any insurance coverage in accordance with existing law, by paying the full costs of the same to the employer each month.
- #### Reduction of Positions to Part Time
9. Should a position be reduced to less than a full time position, the employee shall have the opportunity of requesting one of the following options:
    - a. To remain in the reduced position.
    - b. To be furloughed.
  10. A request to be furloughed shall not unreasonably be denied.
  11. If during the course of furloughs it becomes necessary to reduce a position(s) to part-time status, the least senior employee within the area(s) affected shall first be demoted to said position(s). Should said employee be more senior to another employee, whose position he/she is certified to teach, he/she shall have the option of exercising his/her seniority rights to maintain full-time status.
  12. Any employee assigned to a part-time position shall accrue seniority at the following rates:
    - a. For the first year of part-time employment, one full year of seniority shall accrue.
    - b. For each subsequent year of part-time employment, seniority shall be prorated.

### **ARTICLE 29** **JOB POSTING**

1. Bargaining unit members will be notified of position openings or potential position openings at the Career Technology Center of Lackawanna County. Such notification shall be by posting on the CTC website and via email to all bargaining unit members.
2. The notification will list the position, qualifications, and, if determined, salary range, as well as information on how to make application.
3. Selection of personnel to fill all vacancies and determination of qualifications shall remain the prerogative of the employer, subject to the following guidelines:

- a. Senior day school teachers will have the option of teaching all courses that are offered outside the normal work day or year in certificated area. If the day school teacher chooses not to teach a particular course, the appointed instructor will be given preference for reappointment to that position.
  - b. The vacancies, where qualifications are equal, shall be filled from among the qualified applicants in order of their length of service with the Career Technology Center of Lackawanna County.
4. All questions of qualifications shall be finally resolved by the Joint Operating Committee.

**ARTICLE 30**  
**LEAD TEACHER**

The lead teacher shall be selected by the existing Professional Development Committee, subject to Joint Operating Committee approval. In the event the Professional Development Committee fails to select a lead teacher the decision rests with the Joint Operating Committee. The Lead Teacher selected shall be compensated in the amount of Eleven Hundred (1100.00) Dollars on an annual basis.

**ARTICLE 31**  
**COMPENSATION FOR COMMITTEE SERVICE**

1. The JOC recognizes the desirability for continuing school and program improvement and development and also recognizes that employees participating in such programs should be compensated for time and efforts beyond the scope of their regular workday. Therefore, when the Administration establishes committees to conduct such programs, the employees involved shall be compensated for participation in such committees as provided below:
  - a. The parties below agree that members of the bargaining unit shall be paid for pre-approved participation in established committees at the fixed hourly rate of \$37.50 per hour for the 2021-2022, 2022-2023 and 2023-2024 school years and \$40 per hour for the 2024-2025 and 2025-2026 school years.
  - b. Members of the bargaining unit will be compensated for their service on the following committees:
    1. Curriculum and Research Development, Substance Abuse, Pride.
    2. Members of the bargaining unit will not be compensated for service on the following committees, as said committees are intended to provide mutual benefits to both the Career Technology Center and the Federation of Teachers and service on said committees is considered voluntary in nature: Salary, Health Insurance, Marketing, Safety.
  - c. The Administration reserves the right to establish additional committees as the need arises and the JOC reserves the right to decide as to whether service on

said committees will be compensated in accordance with the hourly rate set forth in this Memorandum of Understanding.

2. The provisions of Article 44(3) of the Collective Bargaining Unit shall govern when a member works an additional full day at one time.
3. Payment for committee work will be made within the next pay cycle subsequent to request for said payment.

**ARTICLE 32**  
**MEET AND DISCUSS COMMITTEE**

1. The Employer and the Federation shall each designate a reasonable number of representatives, not to exceed four (4), to a Meet and Discuss Committee which may meet at the request of either party at reasonable times by mutual agreement.
2. Meetings of the Committee shall be conducted in accordance with the Meet and Discuss provisions of the Public Employee Relations Act, provided that the parties may consider or discuss any subject of mutual concern. It is not the intent of the parties that matters appropriate for resolution under the provisions of the Grievance Procedure be discussed by the Committee established in the article.
3. Representatives of the Joint Operating Committee may participate at the request of either party, in the Committee meetings and may meet and discuss matters of educational policy and development, matters of mutual concern and matters relating to the implementation of this Collective Bargaining Agreement with either the employer and/or Federation at the request of either the Joint Operating Committee or the Federation.
4. Committee meetings shall be held at a time outside the normal work day, except where otherwise mutually agreed.
5. The Meet and Discuss Committee and/or representatives of the Joint Operating Committee and Federation shall attempt to present an agenda of the items sought to be discussed three (3) days prior to any scheduled meeting.

**ARTICLE 33**  
**RESERVED**

**ARTICLE 34**  
**TEACHER REPRESENTATION ON COMMITTEES**

The Federation, as the exclusive representative for bargaining unit members, shall select teacher representatives on all committees.



**ARTICLE 35**  
**GRIEVANCE PROCEDURE**

**Definitions and General Procedures:**

1. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the manner provided in this Article.
2. The term "days" when used in this article shall mean working days, unless otherwise specified. Working days shall be considered to be all days, Monday through Friday, excepting those legal holidays for which school is not in session.
3. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum. Failure to appeal the grievance at any step of the procedure within the prescribed time limit will make the grievance void, and the decision at the previous step shall be final. By mutual agreement, extensions to the time limits prescribed herein may be made at any step of the procedure.
4. All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than fifteen (15) days after the grievant knew or reasonably should have known of the occurrence. The failure to submit a written grievance within such period shall constitute a bar to further action thereon.
5. The written grievance must state the date of the occurrence on which the same is based, or the date upon which grievant first knew of its occurrence.

**Grievance Steps**

**Step One**

The parties agree that a sincere attempt should be made to resolve any grievance on an oral basis prior to the fifteen (15) day limitation on the submission of the grievance in writing. In the event the grievance is not resolved orally, the grievant through the Federation representative may present the grievance in writing to the Building Supervisor. Such written grievance shall contain a statement of the grievance and the remedy sought.

The Building Supervisor, following an informal hearing to be held within four (4) days after its presentation in writing, shall respond in writing to the grievance within seven (7) days after its presentation in writing. Written response at each step of this procedure shall be submitted to the grievant and Federation representative.

**Step Two**

In the event the grievance is not resolved at Step One, the appeal must be presented in writing by the grievant through the Federation representative to the Director of Vocational Education or his/her designee within seven (7) days after the Supervisor's response is due. The Director or his/her designee, after an appropriate hearing to be held within five (5) days after such submission, shall render a written decision within ten (10) days after submission to Step Two.

**Step Three**

If the grievance is not resolved by the written decision rendered at Step Two, it may be appealed in writing by the grievant through the Federation representative within

seven (7) days after the date the response at Step Two was due. The appeal shall be submitted to the Chairman of the Joint Operating Committee, and shall indicate the Section(s) of the Agreement involved and the remedy sought. The Chairman of the Joint Operating Committee, or his/her designee, after an appropriate hearing to be held within five (5) days after such submission shall render a written decision within fifteen (15) days after submission to Step Three.

#### Step Four

In the event the decision at Step Three fails to resolve the grievance, an appeal may be initiated by an authorized official of the Federation serving notice upon the Chairman of the Joint Operating Committee of the intent to proceed to arbitration as provided in Section 903 of Act 195. Said appeal should be submitted within thirty (30) days after the decision at Step Three is due. The arbitrator shall be selected and the arbitration conducted in accordance with the rules of the American Arbitration Association then in effect. Costs of the arbitrator shall be shared equally by the parties.

Each case shall be considered on its merits and the Collective Bargaining Agreement shall constitute the basis on which the decision shall be rendered. The arbitrator shall be without jurisdiction to render an award contrary to law or to add to, modify, vary, change or remove any term of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) calendar days after the date of the hearing unless otherwise mutually agreed by the parties.

#### Miscellaneous Provisions:

1. All grievance activity above the oral stage of Step One shall be conducted outside the normal working day unless otherwise mutually agreed. Conferences and hearings shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. It is mutually agreed that attendance shall be limited to a maximum of five (5) representatives of the Federation, including the grievant(s), and five (5) representatives of the employer. Grievance activity conducted during the normal workday by mutual agreement shall be without loss of pay to employees involved.
2. In the event any employee or the Federation exercises any right of appeal to Court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this Article or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such an appeal is filed. In the event that the Court or agency defers to the grievance procedure, the grievance may subsequently be processed.
3. Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step.
4. By mutual agreement in appropriate cases, any step of the grievance procedure may be waived in writing to allow it to be processed at the next higher step. The Federation may initiate a grievance at any appropriate step of the procedure. If initiated above the level of Step One a waiver of lower steps shall be obtained.
5. Federation representatives desiring access to a school building in connection with the investigation or processing of a grievance, shall initially contact the building

supervisor or other administrator in charge to schedule an appointment or otherwise notify the administrator of the visitation. Any such visitation shall not interfere with the educational program or the assigned duties of any bargaining unit member or other employee.

6. Any dispute which may arise between the parties concerning the enforcement or application of a directive or practice issued or established by the Director of Vocational Education or his subordinate administrators, or the Joint Operating Committee or their designee or a dispute which may arise and not be covered by the expressed provisions of this Agreement, shall not be defined as a grievance. This dispute may be processed through the grievance procedure, provided, however, that the written decision at Step Three may be appealed to the Joint Operating Committee, whose written decision, following a hearing at their next regularly scheduled meeting, shall be final and binding.

### **ARTICLE 36** **FEDERATION REPRESENTATION AT CONFERENCES**

In the event an administrator decides to discuss with an employee matters leading directly to formal charges or requests for discharge, resignation, demotion, transfers, or disciplinary action such administrator shall advise the employee, that he/she may have a Federation representative present at the conference. In the event that such employee attends the conference after such notice without a representative, then any agreement or statement he/she makes may be used. If such notice is not given to the employee, no agreement or statement made by the employee at the conference may be used against or in respect to the employee for any purpose. This Article shall not be construed to preclude administrators from requiring an employee to attend any such conference.

### **ARTICLE 37** **DUE PROCESS/JUST CAUSE**

Disciplinary action taken by the J.O.C. or administration with respect to an employee shall be for just cause.

### **ARTICLE 38** **EMPLOYEE RATINGS**

A professional or temporary professional employee whose annual or semi-annual rating is unsatisfactory shall have the right to appeal the rating to the Superintendent or his/her designee. In such event, the Superintendent or his/her designee shall hold an appropriate informal hearing within ten (10) days of receipt of the employee's appeal, at which the employee may be represented by the Federation. The decision of the Superintendent or his/her designee following the informal hearing shall be rendered in

writing within ten (10) days of the conclusion of the hearing, and, may be appealed to the Joint Operating Committee at their next scheduled regular meeting.

**ARTICLE 39**  
**PERSONNEL FILES**

1. Each employee shall have the right to review and make copies of the personnel file pertaining to him/her, upon reasonable advance request and in the presence of an authorized administrator. Requests for such file review shall be made to the Director of Vocational Education. Pre-employment references shall be exempt from such review.
2. No material shall be placed in an employee's file unless the employee shall have been furnished with a copy of such document.
3. The employee shall have the reasonable right to answer any material filed and his/her answer shall be attached to the file material.
4. Only those persons who have an official right and reason for doing so may inspect an employee's file.
5. Administrators shall be encouraged to place in the employee's file information of a positive nature, indicating special competencies, achievements, performances, or contributions of an academic, professional or civic nature.
6. Where an employee offers proof that material contained in the file is unjust or untrue, it shall be removed.
7. Grievance documents shall be maintained separately from the employee's personnel file.

**ARTICLE 40**  
**SCHOOL YEAR**

1. During the life of this Agreement, the school year shall consist of a maximum of One Hundred Eighty-eight (188) days, not more than four (4) of which will be in-service days. Included within these days will be the pupil days as scheduled by the J.O.C., as well as other assigned days of duty for teachers. Pupil days which are canceled due to snow or emergency may be rescheduled at the discretion of the J.O.C., provided that the total number of teacher days shall not exceed One Hundred Eighty-eight (188) days. It is agreed that not more than one (1) teacher day will be scheduled and held after the last day of pupil attendance each school year during the life of this Agreement. The term "teacher" as used in this Article shall be deemed to include all employees in the bargaining unit.
2. School Counselor(s) will work five days following the last day of school for teachers and will work five days prior to the first teacher day of the school year. Dates will be mutually agreed upon by Administration & School Counselor(s).

**ARTICLE 41**  
**NORMAL WORK DAY**

1. The normal work day for members of the bargaining unit shall consist of seven (7) hours except as specified in this Article. Included in this period, except for emergencies, will be a thirty (30) minute duty-free lunch period.
2. Teachers shall be available to parents and students for consultation after the last regularly scheduled class and as may be necessary after the normal work day. Where possible, such conferences shall be on school time. Conferences outside the normal workday shall be subject to reasonable prior arrangement between the parent or student and the teacher.
3. It is understood and agreed that additional professional duties outside the normal workday, such as parent or student conferences as specified in Section 2 of this Article, one (1) open house, faculty meetings, and craft advisory meetings, are a necessary and desirable adjunct to classroom teaching, and that no additional salary payment will be given for the performance of such duties. The administration shall give thirty (30) days notice of a scheduled open house or an equivalent parent orientation or career awareness program. Attendance on a day other than a normal work day shall be voluntary.
4. Teachers shall be available without additional compensation for due process hearings required by law or regulation. Such availability shall be contingent upon being necessary to the presentation or defense in the hearing, and upon receiving reasonable notice of time and date of the hearing.
5. Except as provided above, attendance at other uncompensated activities outside the normal workday such as after school or evening exhibitions shall be voluntary.
6. The Administration may utilize non-instructional time during the normal work day for Professional Development except that the 30 minute duty-free lunch time shall not be used, the existing 30 minute prep time during the lunch hour may not be used, and the 15 minutes at the end of the normal work day may not be used for Professional Development.
7. The normal work day is extended pursuant to the terms and conditions set forth in paragraph 71 of this Agreement.
8. On days when the CTCLC experiences a weather-related delay and no students are expected to attend the AM session, bargaining unit members will not be required to report to work until 11:45AM. for classes beginning at 12:15PM. On these days, no additional preparation time or lunch-time will be provided.

**ARTICLE 42**  
**METHOD OF SALARY PAYMENT**

1. Salary shall normally be payable in twenty-six (26) payments during the twelve (12) month period commencing September 1 of each year.
2. Teachers having reason for full salary payment in June shall submit a written request on or before May 1, except for emergencies. Provided such teacher has completed all work, he/she may pick up his/her last five salary payments on June 30,

or may make arrangements with the Payroll Department to have such payments sent to him/her.

3. The provisions of Section 2 shall also be available to employees who are suspended as the result of a reduction in force and who will not be employed for the following school year provided that they request such payments promptly after notice of suspension and that they voluntarily waive payment by the employer of all group insurance or other fringe benefits after June 30.

### **ARTICLE 43**

#### **SALARY CREDIT - VOCATIONAL TEACHERS**

1. Entry level salaries for vocational teachers shall be determined individually between the teacher and the Director of Vocational Education subject to Joint Operating Committee approval. The following guidelines shall be used, where applicable:
  - a. Four years of credited trade experience will be required for employment as per current PDE guidelines. For each two (2) years of credited trade experience in the field of teaching assignment beyond the minimum four (4) years, one step credit on the salary schedule shall be given, up to a maximum of four steps (new employee may start on step five).
  - b. For each credited year of validated satisfactory teaching experience in public school education on the secondary level, one step credit on the salary schedule shall be given.
  - c. Maximum starting salary recognition shall not normally exceed step eight on the salary schedule.
  - d. Additional starting salary recognition may be given at the discretion of the J.O.C. for teaching or trade-related experience of value to the C.T.C., where necessary to attract competent teaching personnel.
2. The provisions of this Article shall be inapplicable to existing staff, and shall not be deemed to increase or decrease their salary step.

### **ARTICLE 44**

#### **SALARIES**

1. Annual Salary Increase Methodology
  - a. The CFO will obtain approved salary schedules from each of the eight JOC member districts by June 30 of each year for those member districts who have settled contracts. Management will calculate the average salary increase (inclusive of step movement) for each district and the average of the districts.
  - b. The CFO will obtain statements from each of the eight JOC member districts by June 30 of each year certifying any changes to Health Insurance (including health, dental and vision) coverage, co-pays, deductible or premium sharing. The salary increase from paragraph 1 above will be adjusted to reflect the net financial impact of the changes to the health insurance

benefit. (Ex. District A provides a 3.5% average salary increase for their teachers. District A requires teachers to begin contributing \$375 per year for their health insurance premium (.7% of average salary). The net affect of this is a 2.8% salary increase for that district.)

- c. The CFO will obtain statements from each of the eight JOC member districts by June 30 of each year certifying any significant changes to the work time of teachers in their district. A significant change is any addition or deletion of work hours or days that exceeds 2% of the total work hours or work days for the school year. The salary increase from paragraph b. above will be adjusted to reflect the net financial impact of significant changes to the work hours and work days. (Ex. District A reduces their work year from 187 days to 184 days. District A teachers experienced an average salary increase of 2.8% (from 2 above) but are working 1.6% less time. The net financial impact for District A teachers is  $2.8\% + 1.6\% = 4.4\%$  salary increase)
  - d. The average percentage increases in each of the districts will be summed and divided by the number of districts included to determine the average salary increase.
  - e. If a district has not reached contract agreement, their salary increase will not be included in the calculation provided at least five (5) of the eight (8) JOC member districts are included. If fewer than five (5) of the eight (8) JOC member district contracts are settled, a placeholder average percentage increase of three percent (3%) shall be used for that year and the average percentage increase for the following year will be adjusted to reconcile the impact of the placeholder percentage.
  - f. The average percentage increase will be multiplied by the total of the CTC teacher salaries (exclusive of extra compensation items) to determine a “pot of dollars.”
  - g. The available “pot of dollars” amount will be provided to the AFT by July 15th of each year for incorporation into the salary schedule. The “pot of dollars” is intended to be used for staff raises and not to cover the cost of salary for any additional staff added.
  - h. By August 1 of each year, the AFT will provide a salary schedule to the CFO for confirmation/approval that will be completed by August 15th of each year so that the new salaries are incorporated into the first payroll in September.
  - i. Prior to expiration of the CBA, the salary committee will reconvene to determine the extent to which parity has been maintained and shall recommend parity adjustments as an item to be negotiated for subsequent agreements.
2. In the 2021-2022 school year a “Parity Adjustment” in the amount of 1.2 % of the 2020-2021 teacher salary total of \$1,946,918 ( $\$1,946,918 \times .012 = \$23,363$ ) shall be added to the average percentage increase of 3.24% ( $\$1,946,918 \times .0324 = \$63,080$ ). Additionally, an amount equal to 0.25% ( $.0025 \times \$1,946,918 = \$4,876$ ) will be added to the “pot of dollars” to correct for a mathematical error in the 2020-2021 average salary increase calculation for a total available “pot of dollars” of \$91,310.
  3. For the 2022-2023 school year an additional adjustment in the amount of 0.5 % of the 2021-2022 teacher salary total shall be added to the average percentage increase calculated in accordance with paragraph 1 above.

4. For the 2023-2024 and 2024-2025 and 2025-2026 school years there will be no additional adjustments and the average percentage increase calculated in accordance with paragraph 1 above will be used.
5. A teacher who serves less than a full school year is entitled to receive as basic salary only an amount that bears the same ratio to the established annual basic salary as the number of days worked bears to the annual school term of One Hundred Ninety (188) days. Each day not worked shall reduce basic salary by a factor of 1/188.
6. An employee who is required to work for more than a full school year shall be entitled to receive 1/188 of their salary for each additional day worked.
7. The hourly rate for pre-approved work performed outside of the normal work day, with the exception of committee and mentor work, will be compensated at the rate of \$37.50 per hour for such additional work during the 2021-2022, 2022-2023 and 2023-2024 school years and \$40 per hour for such additional work during the 2024-2025 and 2025-2026 school years. Payment shall be made within the next pay cycle subsequent to request for said payment.
8. Practical Nursing instructors who have earned a B.S. in nursing, for the purpose of this Article only, will be placed in Column "C" of the salary schedule. Horizontal movement shall take place after a B.S. to a masters degree in nursing

**ARTICLE 45**  
**EVENING SCHOOL COMPENSATION**

1. Bargaining unit members shall be provided with the right of first refusal for instructing evening school courses within their area of certification/qualification.
2. Bargaining unit members shall always be given the first option to teach a continuing education course any time the rate is adjusted.
3. If the bargaining unit member chooses not to teach a continuing education course when it is offered, a non-member may be employed to teach the course.
4. When a non-member of the bargaining unit is employed to teach a continuing education course, they shall maintain the right to teach that course whenever it is offered by the CTC for a period of two years, after which time the option shall be re-opened to Bargaining unit members. When a non-member of the bargaining unit employed to teach a continuing education course has created the course, they will maintain the right to teach that course whenever it is offered by the CTC for a period of three years, after which time the option shall be re-opened to Bargaining unit members.
5. The compensation for continuing education instructors shall be established by the administration as guided by the market. It is recognized and agreed that some courses/programs may allow more or less compensation than others.
6. Minimum pay rate shall be \$28.00 per hour.
7. Continuing education students will be required to complete an instructor/course satisfaction survey at the completion of the course. Any continuing education teacher with an overall unsatisfactory rating on the survey may be excluded from eligibility to teach the course in the future.



**ARTICLE 46**  
**ADVISOR COMPENSATION**

Vocational Student Organization Advisors shall receive the following compensation:

Skills USA Advisor	\$1200.00 per year
NTHS Advisor	\$600.00 per year
Student Council Advisor	\$600 per year

**ARTICLE 47**  
**NEW STUDENT/PARENT ORIENTATION**

1. The JOC and AFT Local 3876 recognize the importance of encouraging new students and their parents by providing an opportunity for them to visit CTC and meet with their program instructor as evidenced by the successful event held on August 29, 2017. This memorandum of understanding is to provide for this opportunity on an ongoing basis in accordance with the following terms and conditions:
  - a. Bargaining unit members will work the AM session only on the Wednesday prior to the Thanksgiving Holiday. The workday will end at 11:45AM on that day.
  - b. The Bargaining unit members will attend (as a regular work day) a new student/parent orientation event from 5:30 - 8:30PM on a date to be cooperatively scheduled by the AFT Local 3876 Officers and the CTC Administration.
  - c. The new student/parent orientation will be scheduled during the first full week of June or the first full week of August each year, depending on best practice and event success.
  - d. Bargaining unit members who are unable to attend the orientation will have to use one full sick or personal day.

**ARTICLE 48**  
**RETIREMENT PAY**

Teachers who retire from active employment with a minimum of fifteen (15) years of service with the Lackawanna County Area Vocational-Technical School and/or the Career Technology Center of Lackawanna County or one of the participating districts shall be eligible to receive a lump sum payment in the amount of One Hundred dollars (\$100) per day for each day of unused accumulated sick leave to a maximum of one hundred sixty-five (165) days.

**ARTICLE 49**  
**TRAVEL PAY**

Employees who are required to travel and use their personal vehicles in the performance of their duties shall be reimbursed for mileage incurred in accordance with policies and procedures approved by the employer. Copies of said policies and procedures, as amended, will be made available to the Federation.

**ARTICLE 50**  
**SCHOOL SPONSORED ACTIVITIES**

1. Where bargaining unit members take part in school sponsored and pre-approved trips or activities, such as student competitions or club activities, on days other than assigned days of duty for teachers as provided in Article 40 of this Agreement, they shall receive a daily stipend of an amount equal to One Hundred percent (100%) of the applicable yearly salary as set forth in Article 44 for VOC II (Col C), Step 1, divided by one hundred eighty-eight (188), plus expenses.
2. This rate shall be applicable only to those individuals essential to the activity, and shall not apply to other voluntary participants. All payments shall be approved in advance by the appropriate administrator.

**ARTICLE 51**  
**ATTENDANCE AT PROFESSIONAL TRAINING PROGRAMS**

1. It is agreed that attendance by teachers at workshops, seminars, or other training programs offered in their technical or related area, conventions and conferences is beneficial both to the teacher and to the technical school. It is, therefore, agreed that reasonable requests to attend such programs shall be granted. All requests for such attendance at professional programs must have the prior approval of the Director of Vocational Education and the Joint Operating Committee.
2. Where attendance at such programs is authorized by the Director of Vocational Education and the Joint Operating Committee, reasonable reimbursement will be made to the attending teacher for actual expenses incurred, including transportation and registration fees. Reimbursement for transportation shall be made in accordance with current Board policy governing travel regulations. Copies of said policy, as amended, will be made available to the Federation. Where sufficient advance request is made in writing, arrangements may be made for prepayment of registration fees and lodging. It is agreed that excessive requests, either in terms of days absent or expenses to be reimbursed cannot be granted.

**ARTICLE 52**  
**TUITION REIMBURSEMENT**

1. The employer shall provide reimbursement as specified in this Article for tuition expenses incurred for approved courses as provided in this Article.
2. All courses for which reimbursement is sought must be approved prior to enrollment by the Administrative Director or designee. The courses must be relevant to the employee's development in their certificated or instructional area and must be of educational advantage to the Career Technology Center of Lackawanna County. The decision of the Administrative Director may be appealed to the Joint Operating Committee and the decision of the Joint Operating Committee shall be final.
3. The total amount to be paid by the employer for tuition reimbursement for CBA members in any fiscal year (July 1 through June 30) shall not exceed Thirty-five Thousand (\$35,000.00) Dollars in each fiscal year. The employer shall reimburse the employee one hundred (100%) percent of the tuition paid if the grade received in the course is a "B" or better up to receiving their CTE II certification. Pass/fail credits will be reimbursed if passed. The employer shall reimburse the employee seventy-five (75%) percent of the tuition paid if the grade received in the course is a "B" or better for courses taken beyond their CTE II certification. The maximum the employer shall be required to pay for tuition reimbursement under these circumstances shall be based upon the rate charged by Temple University.
4. Any tuition reimbursement shall be subject to the employee remaining as an employee at the Career Technology Center of Lackawanna County for at least three (3) years after completion of the course for which tuition reimbursement was paid. Any employee leaving employment less than three (3) years after completion of the course shall be required to repay the Career Technology Center of Lackawanna County as follows:
  - a. The employee remains two (2) years but less than three (3) years - employee shall pay back fifty (50%) percent of the amount of tuition reimbursement;
  - b. The employee remains more than one (1) year but less than two (2) years - employee shall pay back seventy-five (75%) percent of the tuition reimbursed; and
  - c. The employee remains less than one (1) year - employee shall pay back one hundred (100%) percent of the tuition reimbursed.
5. Federation members who have not achieved Vocational II status must remain continuously enrolled (enrolled in at least two semesters per year; Fall, Spring or Summer) to remain eligible for this benefit. Lost eligibility will be regained upon completion of a Summer, Spring or Fall course (non-eligible for reimbursement) and enrollment in the next Fall, Spring or Summer course (eligible for reimbursement).
6. The Federation will be responsible for determining the distribution of reimbursement when the demand exceeds the available funds.

**ARTICLE 53**  
**ADULT COURSES**

Any adult evening course offered by the Career Technology Center of Lackawanna County shall be tuition free to teachers, once the minimum class size has been enrolled and space is available.

**ARTICLE 54**  
**CREDIT UNION DEDUCTIONS**

1. The employer agrees to deduct from the salaries of employees who have authorized it in writing to do so, amounts specified for payment to the Penn East Federal Credit Union and to remit same to the Credit Union no later than fifteen (15) days after such deductions were made, together with such information as the Credit Union requires for the proper allocation of the sum received.
2. Each individual employee who takes advantage of this benefit shall indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken by the employer under the provisions of this Article.

**ARTICLE 55**  
**NOTIFICATION OF SICK LEAVE**

Each employee, on or before the first day of October of each school year, shall be given a statement of his/her accumulated sick leave including the unused personal days added to accumulated sick leave from the previous year.

**ARTICLE 56**  
**SICK LEAVE**

1. Paid leave of absence for reason of employee illness will be governed by the applicable provisions of the School Code.
2. A doctor's certificate or other appropriate evidence of sickness is required after three consecutively used sick days or if requested because of a discernable pattern of abuse. Payment may be withheld until such evidence is provided.
3. Members who do not use any sick time at all in a school year will be granted an incentive payment of \$500 for that school year. The incentive payment is not included in and does not impact base pay and will be paid to qualifying employees in the first pay period of the subsequent school year.

**Sick Leave Bank**

- 1) The Employer will allow members to transfer personal sick leave to a sick leave bank for use by another member that has exhausted his/her sick leave due to illness in accordance with the following:

- 2) The Federation will provide a forum for members who have exhausted their sick leave to request donated days from their colleagues. This forum will be managed by the Federation Secretary. The Secretary will, in turn, send an email to all members explaining the request and asking if any members are interested in donating days. Interested individuals must respond in writing to the Secretary who will then forward the request/agreement to donate sick leave days to the Chief Financial Officer.
- 3) The names of individuals who donated days will be kept confidential, as well as the number of days donated. If the requesting member does not want the email sent to all faculty, colleagues who are aware of the need may still choose to donate days according to the guidelines.
- 4) A member with fewer than 30 accumulated sick leave days can donate a maximum of three (3) days to a single colleague in any given school year. A member with 30 or more sick days accrued may donate more as long as the number donated will not leave him/her with fewer than 30 days.
- 5) Donation will be of sick leave time, not cash equivalent.
- 6) Donations will be made to specific individual who meets the eligibility requirements.
- 7) Donations must be voluntary; recipient are not permitted to solicit co-workers for sick leave bank donations.
- 8) Donations, once made, may not be rescinded.
- 9) Should the need continue beyond the initial school year and into the next, any unused sick leave bank days will be carried over to the next school year.
- 10) Should the employee return to work prior to exhausting donated days he/she may keep a maximum of 10 days.
- 11) Any carry-over beyond the 10 days will be returned to the sick leave bank for other employees on a matching basis.
- 12) If the requesting member has exhausted his/her leave days while the paperwork is in progress, the days will be applied retroactively to the date the teacher needed additional days within a given school year.
- 13) The member donating days to the leave bank relinquishes any and all claims to donated sick days.
- 14) The CFO will review donations for eligibility per paragraph 4) above, and notify the donating member if there is ineligibility for any donated days.
- 15) The Employer will monitor and provide employer oversight of the sick leave bank on behalf of the employer. The Federation shall hold the employer harmless in any action that may arise pursuant to the operation of the Sick Leave Bank.

## **ARTICLE 57**

### **BEREAVEMENT LEAVE**

1. Paid leave of absence for reason of death in the employee's family will be governed by the applicable provisions of the School Code.
2. Whenever an employee shall be absent from duty because of a 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) days. The Joint Committee may extend the period of absence an additional two (2) days with pay at its discretion as

the exigencies of the case may warrant. Such additional leave time shall not be unreasonably withheld. 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/her home.

3. Whenever an employee shall be absent because of the death of a near relative, there shall be no deduction in salary of said employee for absence on the day of the funeral. The Joint Committee may extend the period of absence an additional two (2) days with pay at its discretion as the exigencies of the case may warrant. Such additional leave time shall not be unreasonable withheld. 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.

## **ARTICLE 58**

### **PERSONAL LEAVE**

1. The employer agrees to grant each employee up to three (3) days leave during the school year for compelling personal reasons which cannot be adequately satisfied at any time other than regular school hours. All personal leave shall require approval of the Director of Vocational Education or his/her designee. Written application for personal leave shall be made to the Supervisor of the school at least forty-eight (48) hours in advance, except for bona fide emergencies. If such emergency occurs, request for personal leave shall be submitted in writing on the day of return to employment. One (1) unused Personal leave day may be carried over to the next school year as personal leave with a maximum annual availability of no more than four (4) personal leave days, and any additional unused personal leave days shall be added to accumulated sick leave.
2. Personal leave shall not be taken on days immediately preceding or following a school holiday or vacation. Under special circumstances the Director of Vocational Education may authorize leave for those days.
3. Personal leave usage shall be limited to a maximum of ten (10%) of the staff on any one day. In the event that applications for personal leave on a given day exceed ten percent (10%) of the staff, priority will be given to the applicants who submitted their written application for leave at the earliest time. Approval shall be given on the day following the request until the maximum of ten percent (10%) has been reached.

## **ARTICLE 59**

### **JURY DUTY AND LEGAL PROCEEDINGS**

1. An employee required to serve on jury duty shall be entitled to a leave of absence not to exceed a period of ten (10) working days. Request for such leave of absence shall be made to the employee's supervisor immediately upon receipt of notice of jury duty service. An extension to such leave may be granted only upon written application to the Director of Vocational Education and his written approval. Such employee shall be paid by the employer his/her regular pay and shall return to the employer the compensation for jury duty received from the Court. Prior to receipt of

such payment, the employee shall be required to present a statement issued and signed by the Clerk of Court stating the number of days the employee was on jury duty and the compensation paid.

2. Employees shall be granted a leave of absence with no loss of regular pay for appearances in any school or employment related legal proceeding if the employee is required by the employer to attend, or if the appearance is related to a student or former student of the teacher.
3. The Employer will not attempt to have an employee's scheduled jury duty rescheduled during the months of July or August.
4. The employer shall not request that jury duty be canceled for an employee unless requested by the employee.

#### **ARTICLE 60** **CHILD REARING LEAVE**

1. An employee considering a child rearing leave and wishing to continue teaching shall be granted a leave of absence without pay. Notification, in writing, must be made to the Director of Vocational Education as soon as the desire for leave is known, but in no event later than sixty (60) days prior to the requested effective date.
2. Child rearing leave shall be effective at a time mutually agreed upon by the employee and the employer, or failing such agreement, at a time reasonable under the circumstances, including the recommendations of the attending physician.
3. The maximum length of the leave shall be one (1) full year in addition to the remainder of the school year in which the leave is granted.
4. Upon termination of the child rearing leave, the employee shall be reinstated to the position held before commencing the leave of absence, or an equivalent position.
5. Leave may be terminated at the request of the employee by written notification of intent to return made to the employer at least sixty (60) days prior to the requested termination date of such leave. In the event maximum leave is taken, notification of intent to return must be made in writing to the employer at least sixty (60) days prior to the termination date of the leave.
6. Any employee returning from a child rearing leave shall not forfeit any seniority or any other rights accrued prior to the leave, but such rights shall not continue to accrue during the leave. Acceptance of a full-time contract teaching position elsewhere shall be deemed automatic resignation.
7. The provisions of this Article shall also be applicable to an adopting parent at the time of adoption.
8. During child rearing leave the employee shall have the option of continuing group insurance benefits at his/her expense, by arrangement with the business office, contingent upon approval by the insurance carrier.

**ARTICLE 61**  
**OTHER LEAVES OF ABSENCE**

1. Requests by any bargaining unit member for any type of leave not expressly provided for in this Agreement shall be submitted in writing to the employer, stating the reasons therefore. Any such leave shall be without pay or benefits, and shall be granted at the sole discretion of the employer under such reasonable conditions as it shall determine.
2. Employees returning from such leaves shall be placed in the position held before commencing the leave, or an equivalent position and on the proper salary step based on their actual credited years of service exclusive of the time on leave.
3. Requests for leaves of absence for purposes specified by the School Code shall be granted in accordance with the applicable provisions of the School Code.

**ARTICLE 62**  
**EXTENDED LEAVE OF ABSENCE**

1. Employees on paid sick leave, or other paid leave authorized by this Agreement shall continue to receive all fringe benefits to which they are entitled by the provisions of this Agreement, and such benefits shall continue to accumulate during the period of such paid leave. Employees who have exhausted all sick leave or other paid leave benefits shall not be eligible for continuation of benefits, except as noted below, nor shall such benefits continue to accumulate. The exception to the above provision is that Group Insurance Benefits, including Hospital and Medical insurance, for such employees shall be continued for a period of ninety (90) days after all paid leave was exhausted.
2. Employees having exhausted all paid leave benefits and wishing to continue their employee status shall apply within thirty (30) days for an extended leave of absence without pay. Such leave may be granted by the J.O.C. for a period not to exceed one (1) calendar year from the date of approval, and may be extended for a further period not to exceed one (1) calendar year at the discretion of the J.O.C. Approval of such extended leave shall not be unreasonably denied. Employees not granted an extended leave of absence within sixty (60) days of the exhaustion of all paid leave benefits shall be automatically terminated. Employees granted extended leave of absence without pay may continue their group insurance benefits at their own expense by arrangement with the business office. Said benefits will be granted in accordance with the law.

**ARTICLE 63**  
**WORK RELATED INJURIES**

1. The J.O.C. agrees to maintain in force during the term of this Agreement workers' compensation insurance as required by law.
2. Employees suffering injuries during the course of their employment shall immediately report such injury to the Assistant Director of Vocational Education.



3. The workers' compensation insurance benefits as provided in this Article shall be coordinated with the sick leave and other paid leave and insurance benefit provisions of this Agreement and with other disability benefits provided by law, including Social Security disability benefits, such that no employee shall be entitled to receive both compensation from the employer and disability or insurance benefits, which, when combined, exceed the amount of the employee's regular base salary.
4. Sick leave pay for any period during which an employee receives payment under workers' compensation or by virtue of disability or insurance benefits provided by the employer shall be limited in amount to the difference between such payment and the employee's regular sick leave pay; provided, however, that no disability or insurance benefits paid as reimbursement for medical and/or hospital charges shall result in such deduction from sick leave pay.
5. The employee shall have the option to receive full sick leave and return all workers' compensation insurance payments to the employer. In either event, sick leave utilized shall be deducted from accumulated sick leave on a pro-rated basis.
6. Employees shall notify the employer of payments received pursuant to worker's compensation insurance and/or disability insurance benefits within a reasonable time after receipt thereof.
7. It shall be the right of the School to require the employee to report to a doctor approved by the J.O.C. from time to time as required to determine the employee's ability to work.
8. In any event, during the initial period of disability following a compensable on the job injury, not to exceed five (5) working days, the employee shall continue to be paid with no deduction from accumulated sick leave. This benefit may not be utilized more than twice per year by an employee, and may not exceed five (5) days total. In the event of suspected abuse by an employee, the employer may deny this benefit. Such denial shall be subject to the grievance procedure.

**ARTICLE 64**  
**HOSPITAL AND MEDICAL INSURANCE**

1. The existing health insurance plans or equivalent plans providing hospital, surgical and major medical benefits shall continue to be available to all employees. During the life of this contract, the employer shall pay one hundred percent (100%) of the premium cost for individual coverage for employees selecting coverage. Beginning in 2005-2006, the employer will provide employees with the option of an indemnity and PPO insurance plan. Employees shall elect which insurance plan they will participate in during the term of the agreement. Employees who elect to maintain the indemnity plan will be required to pay the difference between the indemnity plan and the PPO plan. Employees choosing the PPO plan will not have to pay any cost towards health care insurance.
2. During the life of this contract, the employer shall pay one hundred percent (100%) of the additional premium cost for individuals selecting family or dependent coverage.
3. The employer agrees to provide a major medical insurance plan for employees and their dependents, with maximum coverage of One Million (\$1,000,000.00) Dollars, co-insurance of 80/20 on the first Twenty-five Hundred (\$2,500.00) Dollars and one

hundred percent (100%) payment thereafter during each benefit. Precise terms and conditions of this benefit shall be governed by the master policy issued by the insurance carrier.

**ARTICLE 65**  
**DENTAL INSURANCE**

1. The employer shall pay one hundred percent (100%) of the premium cost for a Basic Dental Insurance Program of individual coverage for employees selecting coverage. In addition, the employer shall pay one hundred percent (100%) of the premium cost for the Supplemental Basic Rider for such individual coverage.
2. The employer shall contribute to the additional premium cost for employees selecting family or dependent Basic Dental and Supplemental Basic Rider coverage. The employer's contribution per employee family for such additional coverage shall not exceed Seventy Five (\$75.00) Dollars above the monthly premium cost for individual coverage. Premium costs in excess of the maximum shall be paid by the employee.

**ARTICLE 66**  
**VISION PLAN**

The employer shall pay one hundred percent (100%) of the premium cost of the Vision Benefits of America Group Vision Care Plan for the employee and his/her dependents.

**ARTICLE 67**  
**RETIREMENT INSURANCE**

The employer will provide employees who retire under any of the retirement provisions of the Pennsylvania Public School's Retirement System and who have at least twenty (20) years of service with the Career Technology Center of Lackawanna County and/or the Lackawanna County Area Vocational Technical School, insurance as described under Article 64 of this agreement from age 55 until he/she becomes eligible for other insurance coverage. If the employee retires prior to attaining the age of 55, he/she may opt to be included in the desired insurance plan at his/her own expense. The employee may opt for spousal coverage in the plan at his/her own expense. The retired spouse shall be entitled to the same benefits and/or co-payments as the active employees.

**ARTICLE 68**  
**LIFE INSURANCE**

The employer shall provide term life insurance for each employee in the face amount equal to their salary, rounded to the nearest thousand, within the limits of Twenty Thousand (\$20,000.00) Dollars minimum and Fifty Thousand (\$50,000.00) Dollars maximum. Precise terms and conditions of this insurance benefit shall be controlled by the master policy.

**ARTICLE 69**  
**INCOME PROTECTION**

The employer will pay the full premium cost for disability income insurance with a benefit of sixty percent (60%) of the employee's salary with compensation to begin after one hundred eighty (180) days of disability due to illness or accident. Precise terms and conditions of this insurance benefit shall be governed by the master policy issued by the insurance carrier.

**ARTICLE 70**  
**TEACHER LIABILITY**

1. The employer will continue to maintain a standard liability insurance policy at not less than current limits of coverage endorsed so as to cover liability incurred by reason of negligent acts of an employee within the scope of his/her employment. Precise terms and conditions of this insurance shall be dictated by the master policy.
2. In the event criminal proceedings are brought against an employee by a student or his/her parent or guardian based upon action taken by the employee in the proper performance of his/her duties within the scope of his/her employment, the Joint Operating Committee in consultation with the Solicitor or other appropriate legal counsel, will determine if legal counsel will be provided to the accused employee. Where such legal counsel is provided and the individual is acquitted, legal fees will be paid by the employer.

**ARTICLE 71**  
**PROFESSIONAL DEVELOPMENT**

The JOC and AFT Local 3876 recognize the importance of Career and Technical Education teachers maintaining and enhancing their knowledge and skills in teaching as well as in their area of CTE certification.

1. Full-time bargaining unit members will be required to work an extended work day each Tuesday and Thursday when school is in session (student days), except as provided below.
2. The workday will be extended by 45 minutes (8:15A.M – 4:00P.M.) on each of the days cited in paragraph 1 above. The purpose of these extended workdays is for

- bargaining unit members to participate in professional development. The professional development will begin promptly at 3:15P.M. on each extended work day and end precisely at 4:00P.M.
3. Each bargaining unit member may annually prepare an Individualized Professional Development Plan that will be reviewed by the Professional Development Committee. The plan must be submitted to the committee by the 15th of November of each school year and will be reviewed at the next regularly scheduled PD committee meeting.
    - a. The PD Committee, by a majority vote will approve, approve with conditions or reject each plan. While the Decisions of the committee are final with no opportunity for appeal, plans that are approved with conditions or rejected may be revised and resubmitted to the committee for approval for the next regularly scheduled meeting.
  4. Members with less than a level I certification may convert up to twenty-five (25%) percent of their extended workday time to flex time in conjunction with a properly approved Individualized Professional Development Plan. The remaining seventy-five (75%) percent of their extended workday time will consist of structured professional development scheduled during the extended workday period.
  5. Members who have completed level I certification and beyond may convert up to seventy-five (75%) percent of their extended workday time to flex time with a properly approved Individualized Professional Development Plan. The remaining twenty-five (25%) percent of their extended workday time will be structured professional development scheduled during the extended workday period.
  6. Flex time earned after the last student day of the school year will apply towards the following school year.
  7. There will be no carry-over of excess flex time earned from schoolyear to school year.
  8. CTC will approve individual reimbursement of registration and travel expenses for approved Professional Development activities for members who have an approved Individual PD Plan, up to a maximum annual amount of \$1,200.00 subject to repayment as follows:
    - 1) Any reimbursement shall be subject to the employee remaining as an employee at the Career Technology Center of Lackawanna County for at least three (3) years after the reimbursement was paid. Any employee leaving

employment less than three (3) years after the reimbursement shall be required to repay the Career Technology Center of Lackawanna County as follows:

- a) The employee remains two (2) years but less than three (3) years - employee shall pay back fifty (50%) percent of the amount of reimbursement.
- b) The employee remains more than one (1) year but less than two (2) years – employee shall pay back seventy-five (75%) percent of the reimbursement; and
- c) The employee remains less than one (1) year - employee shall pay back one hundred (100%) percent of the reimbursement.

## **ARTICLE 72**

### **SUBSTANCE ABUSE TESTING**

The employer and the Federation agree that it is in the best interest of all, including students and employees, to demonstrate a commitment to student safety and a safe working and learning environment. In this spirit, the employer and the Federation agree to collaborate in jointly developing a random substance abuse testing policy for students and staff and implementing said random substance abuse testing program for students and staff.

## **ARTICLE 73**

### **Committee Formation**

The employer and the Federation agree to form committees to facilitate a joint understanding of the following concerns and to pursue mutually beneficial terms for successor agreements.

1. Health Insurance Committee – the purpose of this committee will be to research options for reducing health insurance costs and maintaining acceptable coverage for employees. The Federation shall be responsible for organization and operation of this committee; administration will be provided with equal representation on this committee. Other employee groups will also be offered membership on this committee.
2. Salary Committee – The purpose of this committee shall be to advance a mutual understanding of salary payments between CTC faculty and the faculty of the JOC school districts with consideration for employment conditions (including work time, salaries, benefits, education levels, and other material issues). This committee will work to move towards comparable salaries for CTC faculty. It is mutually agreed that achieving comparable salaries is a goal and not a mandate.

The CTC Administration shall be responsible for organization and operation of this committee; the Federation will be provided with equal representation on this committee.



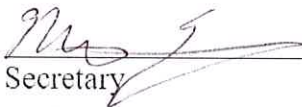
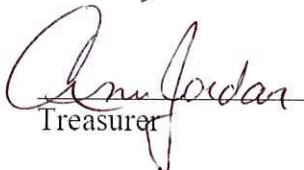
**ARTICLE 74**  
**TERM OF AGREEMENT**



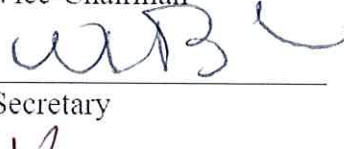

1. This Agreement and all items contained within shall take effect September 1, 2021 except as otherwise expressly provided in the Agreement, and shall remain in full force and effect until August 31, 2026. Newly established articles shall be placed into effect as rapidly as administratively possible following the execution of this Agreement by the parties or following the effective date of the article.
2. Negotiations for a successor agreement shall commence on or about January 10, 2026.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_.

LACKAWANNA COUNTY AREA  
VOCATIONAL TECHNICAL  
FEDERATION OF TEACHERS  
LOCAL 3876, AFT, AFL-CIO

THE JOINT OPERATING  
COMMITTEE OF THE CAREER  
TECHNOLOGY CENTER  
OF LACKAWANNA COUNTY

	<u>2-24-22</u>
President	Date
	<u>2-24-22</u>
Vice President	Date
	<u>2-24-22</u>
Secretary	Date
	<u>2-24-22</u>
Treasurer	Date

	<u>02/23/2022</u>
Chairman	Date
	<u>2/23/22</u>
Vice-Chairman	Date
	<u>2/23/22</u>
Secretary	Date
	<u>2/23/2022</u>
Treasurer	Date