

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
LACKAWANNA COUNTY AREA
VOCATIONAL-TECHNICAL FEDERATION
OF SECRETARIES AND SUPPORT STAFF
LOCAL #4889, PENNSYLVANIA FEDERATION OF TEACHERS, AFL-CIO

AND

CAREER TECHNOLOGY CENTER OF
LACKAWANNA COUNTY

EFFECTIVE
September 1, 2022 through August 31, 2027

INTRODUCTION

THIS AGREEMENT is made and entered into the twentieth day of December 2022 by and between the Joint Operating Committee of the Career Technology Center of Lackawanna County (hereinafter referred to as the Board) and the Lackawanna County Area Vocational-Technical Federation of Secretaries and Support Staff, #4889, PaFt, AFL-CIO (hereinafter referred to as the Federation).

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Lackawanna County Area Vocational-Technical Federation of Support Staff, PaFT, AFT, AFL-CIO as the bargaining agent certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-94-134-E for the purpose of establishing salaries, wages, hours and for the adjustment of complaints and grievances for all full-time and regular part-time white-collar non-professional employees including, but not limited to secretaries, aides, industrial educational coordinator, and audio visual coordinator, and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-94-134-E.

ARTICLE 2 – DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of September 1, 2022 and shall continue in effect until August 31, 2027 subject to the Federation's right to negotiate over a successor Agreement as provided in Article 3. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless the parties mutually agree in writing on an extension.

ARTICLE 3 – NEGOTIATION OF A SUCCESSOR AGREEMENT

Section 1. Deadline Date – the parties agree to enter into collective bargaining no later than 150 days prior to the beginning of a contract under Act 195, as amended (88), any agreement so negotiated shall be reduced in writing prior to ratification and execution by the parties.

Section 2. Successor Clause – This agreement shall be binding upon the parties, their successors, assigns and representatives.

Section 3. 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.

ARTICLE 4 – RIGHTS OF EMPLOYEES/CONDITIONS OF EMPLOYMENT

Section 1. Due Process/Just Cause – Disciplinary action taken by the Board or Administration with respect to an employee shall be for just cause.

ARTICLE 5 – PERSONNEL FILE

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. Privileged or confidential documents such as pre-employment references shall be exempt from such review.

No material shall be placed in an employee's file unless the employee shall have been furnished with a copy of such document.

The employee shall have the reasonable right to answer any material filed and his/her answer shall be attached to the file material.

Only those persons who have an official right and reason for doing so may inspect an employee's file.

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.

Where an employee offers proof that material contained in the file is unjust or untrue, it shall be removed. The provisions of this Section shall not apply to official documents required to be maintained by the employer such as certificates or ratings.

Grievance documents shall be maintained separately from the employee's personnel file.

ARTICLE 6 – RIGHTS OF FEDERATION

Section 1. Use of School Building – the Federation and its representatives shall have the right to use school building at reasonable hours for meetings. The Union shall comply with the School Policy for Facilities use.

The Federation shall be permitted to schedule meetings involving bargaining unit business in available portions of the school before or after the normal workday 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 the use of the building shall be submitted to the building supervisor twenty-four (24) 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.

The Federation shall have the right to use school facilities and equipment, including typewriters, mimeographing and duplicating equipment and calculating machines at reasonable times, 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.

Section 2. Bulletin Boards – The Federation shall have the right to use bulletin boards where they are present in employee work areas. The postings shall be for official union business only and not political or religious in nature. Approval of building administrators shall be required but such approval shall be unreasonably withheld.

Section 3. Federation Leave – The employer agrees to provide up to four (4) days per contract year of leave to be allotted by the Federation for the purpose of attendance at conferences, workshops or seminars of the Federation. The Federation agrees to notify the employer five (5) days in advance of when these days of leave will be taken and which employees (maximum 3) will be absent. The Union will pay for substitutes if they are required.

Section 4. 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.

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.

Section 5. Authorization Card – (Sample authorization card follows): Payroll Deduction Authorization Card

This is to authorize ten (10) equal deductions annually from my pay for dues in the amount of \$ _____ for the Lackawanna County Area Vocational-Technical Federation. This authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement in effect on this date.

Date Signature

MR

Section 6. Maintenance of Membership – Each employee who, on the effective date of this Agreement, is a member of the Federation and each employee becoming a member after that date, shall maintain their membership in the Federation during active employment with the District, provided that such employee may resign from the Federation during a period of fifteen (15) days prior to the expiration of this Agreement. The Federation shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignments furnished under any such provisions.

Section 7. The employer shall make available to the Federation any and all existing information, statistics, and records relevant to negotiations and/or the proper enforcement of this agreement.

Section 8. Whenever any representative of the Federation participates in mutually scheduled conferences or meetings with the administration related to Federation business, employees shall suffer no loss in pay.

Section 9. Federation officials or representatives may visit the school for the purpose of meeting with employees represented by the Federation, provided such meetings do not interfere with, or disrupt the employees work schedule.

ARTICLE 7 – SENIORITY

Section 1. Seniority – Seniority is defined as the length of continuous service from the first day of work on a bargaining unit job. Seniority shall not be interrupted by a layoff or a furlough for two (2) years provided the employee returns to work within ten (10) workdays of notification to return to work.

Section 2a. Layoff and Bumping – In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the reverse order of their seniority within that job classification.

b. When an employee is laid off due to a reduction in the workforce within any job classification, he/she shall be given notice thereof at least thirty (30) working days in advance of any such layoff. However, said thirty (30) day notice shall not be required where the layoffs result from a catastrophe or an emergency which impairs the employee's ability to work in said employee's assigned location.

c. When an employee has been laid off in accordance with this Section, said employee shall be permitted to bump an employee with the least seniority in any job classification whose work that employee is qualified to perform. Employees who are to be laid off and who have the right to bump under this Section shall be permitted to do so without interruption of their continuous service to the employer. Dispute over qualifications are subject to meet/discuss.

d. Bumping shall be permitted on the initial layoff of employees as required by the School. The School shall not be required to give notice to any employee who is to be bumped as a result of a layoff and employee's exercising his/her right to bump as provided herein. The right to bump shall be lost if not exercised within the time that notice has been given to the affected employee. No new employees shall be hired until employees on layoff status desiring to return to work to the position for which they are qualified to perform said work have been recalled. Any employee recalled under this Section must return to work within ten (10) days of notification to return to work.

e. Any disputes arising over qualifications shall require a meet/discuss. Thus, actions taken under Section 2(e) are not subject to the grievance procedure.

ARTICLE 8 – JOB POSTING

1. When permanent or long-term temporary vacancies occur, or new positions are created in the present facility, the vacancies or new positions shall be posted by the School in the School for five (5) workdays. Any employee interested in being considered for a position shall file a written application with the Administrative Director within five (5) workdays of the posting of the notice.
2. The posting or modification will list the position, qualifications, and, if determined, salary range, as well as information on how to make an 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. The vacancies, where qualifications are equal, shall be filled from among the qualified applicants in order of their length of service with the Lackawanna County Area Vocational Technical School.
 - b. The determination of qualifications to perform work is the sole responsibility of the administration.
4. This article shall not be construed to require the District to engage in "chain" or successful postings for similar positions.
5. Any employee who bids and is awarded a position shall not be entitled to bid for a posted position for a period of six (6) months.
6. Any employee who transfers or is promoted from his present position to any other in his or her classification shall maintain seniority from date of hire during the term of this Agreement

ARTICLE 9 – MISCELLANEOUS PROVISIONS

Section 1. The Board and the Federation acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act of the Commonwealth of Pennsylvania, Act 88 as amended, and constitutes the entire Agreement between the parties for the duration of the life of said 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.

Section 2. Nothing contained in this Agreement shall be so construed or implemented so as to be in derogation of any of the rights or obligations of the parties hereto and inconsistent or in conflict with, or in violation of the provisions of any statute or statutes enacted by a General Assembly of the Commonwealth of Pennsylvania.

Section 3. If any of the provisions of this Agreement or its application thereof shall be held invalid for any reason, such invalidity shall not affect the other provisions or other application of this Agreement which can be given effect without the invalid provision of application and to that end, all provisions of this Agreement are deemed to be severable.

Section 4. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all classified employees now employed or employed during the term of this Agreement.

ARTICLE 10 – GRIEVANCE PROCEDURE

A. DEFINITIONS AND GENERAL PROCEDURES

Section 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.

Section 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.

Section 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.

Section 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.

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 grievance 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.

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 designee within seven (7) days after the Supervisor's response is due. The Director or his 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

C. MISCELLANEOUS PROVISIONS:

Section 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.

Section 2. In the event any employee or the Federation exercises any rights 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.

Section 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.

Section 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.

Section 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.

Section 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 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 Two 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 11 – FEDERATION REPRESENTATION AT INDIVIDUAL CONFERENCES

Section 1. In the event an administrator decides to discuss with an employee matters leading directly to formal charges or requests for discharge, resignation, demotion, or transfers, such administrator shall advise the employee, in writing, that he/she may have a Federation representative present at such 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 such discussion shall 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, nor to require release of bargaining unit members from assigned duties.

ARTICLE 12 – FAIR PRACTICES

SECTION 1. 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 13 – NO STRIKE/NO LOCKOUT

Section 1. It is mutually agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act, Act 88 as amended, 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.

Section 2. Should a strike, not authorized by the Federation occur, 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.

Section 3. The employer will not engage in any lockout during the life of this Agreement.

ARTICLE 14 – Reserved

ARTICLE 15 – EXCLUSIVE RIGHTS

Section 1. 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 6—Section 6 Maintenance of Membership
Article 6—Section 5 Dues Deduction
Article 6—Section 2 Bulletin Boards
Article 6 & 16—Use of Mailboxes
Article 6—Section 1 Use of Buildings
Article 6—Section 3 Federation Leave
Article 17—Meet and Discuss Committee

ARTICLE 16 – USE OF MAILBOXES

Section 1. 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. Copies of such materials shall be given to the Director or Supervisor of the School at the time of distribution. In the absence of the Director and Supervisor, a copy shall be submitted to the administrator in charge of the building. Materials will be submitted by the Federation representative to the office staff for insertion.

ARTICLE 17 – MEET AND DISCUSS COMMITTEE

Section 1. The employer and the Federation shall each designate a reasonable number of representatives not to exceed three (3), to a meet and discuss committee which shall meet at the request of either party at reasonable times by mutual agreement.

Section 2. Meetings of the joint committees 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 this Article.

Section 3. Committee meetings shall be held at a time outside the normal workday, except where otherwise mutually agreed.

Section 4. The committee shall attempt to present an agenda of the items sought to be discussed one (1) week prior to any scheduled meeting, unless an emergency exists.

Section 5. A committee of employees designated by the Federation and not exceeding three (3) in number, shall be established to meet twice a year if necessary with the Chairman of the Joint Operating Committee or his designee, and the Director of Vocational Education. Such meetings shall be conducted in accordance with the

provisions of this Article. By mutual agreement, additional persons may attend for either party as resource people.

ARTICLE 18 – RETIREMENT PAY

Section 1. Employees who retire from active employment with a minimum of fifteen (15) years of service with the Career Technology Center of Lackawanna County or one of the participating districts under the retirement provisions of the Pennsylvania Public Employees' Retirement System shall be eligible to receive a lump sum payment upon retirement in an amount equal to forty dollars (\$40.00) per day for each day of unused accumulated sick leave to a maximum of one hundred fifty (150) days.

Section 2. Any employee upon retirement shall be paid an additional Five Hundred Dollars (\$500.00) to his/her then annual salary.

Section 3. In addition to the above terms, the employer will offer support staff with twenty (20) years of service with the school two years of paid health insurance benefits as a retirement incentive.

ARTICLE 19 – NOTIFICATION OF SICK LEAVE

Section 1. 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 20 – SICK LEAVE

Section 1. Paid leave of absence for reason of employee illness will be governed by the applicable provisions of the school code.

Section 2. Ten (10) days of sick leave per annum shall be in effect for 10-month employees. Twelve (12) days of sick leave per annum shall be in effect for 12-month employees. Such sick leave is cumulative indefinitely from May 1, 1969. Sick days can be taken in ½ day increments when due to illness.

Section 3. When there is a reasonable basis for believing the employee has been abusing his/her sick leave, a doctor's certificate or other appropriate evidence of sickness may be required prior to payment.

ARTICLE 21 – BEREAVEMENT LEAVE

Section 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.

Section 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. 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 makes his/her home. Employees may use sick or personal for additional days with appropriate documentation.

Section 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 the absence on the day of the funeral. Employees may use sick or personal for additional days with appropriate documentation. 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 22 – PERSONAL LEAVE

Section 1. The employer agrees to grant such 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 bonafide emergencies. If such an emergency occurs, request for personal leave may 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. Personal leave may be taken in ½ day increments.

Section 2. Personal leave usage shall be limited to a maximum of ten percent (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 23 – JURY AND LEGAL PROCEEDINGS

Section 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.

Section 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.

Section 3. The employer will not attempt to have an employee's scheduled jury duty rescheduled during the months of July or August.

Section 4. The employer shall not request the jury duty be canceled for an employee unless requested by the employee.

ARTICLE 24 – CHILD REARING LEAVE

Section 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.

Section 2. Child rearing leave shall be effective at a time mutually agreed upon by the employee and employer, or failing such agreement, at a time reasonable under the circumstances, including the recommendations of the attending physician.

Section 3. The maximum length of the leave shall be one (1) full year.

Section 4. Upon termination of the child rearing leave, the employee shall be reinstated to the position held before commencing the leave of absence, or equivalent position.

Section 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.

Section 6. Any employee returning from a child rearing leave shall not forfeit any seniority or any other rights accrued prior to the leave. Acceptance of a full-time contract/teaching position elsewhere shall be deemed automatic resignation.

Section 7. The provisions of this Article shall also be applicable to an adopting parent at the time of adoption.

Section 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 25 – OTHER LEAVES OF ABSENCE

Section 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.

Section 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.

Section 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 26 – EXTENDED LEAVE OF ABSENCE

Section 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, nor shall such benefits continue to accumulate. Group insurance benefits (life insurance and/or disability insurance) for such employees shall be continued for a period of one hundred eighty (180) days after all paid leave was exhausted.

Section 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 Board for a period not to exceed one (1) calendar year from the date of approval. 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 shall be granted in accordance with law.

ARTICLE 27 – WORK RELATED INJURIES

Section 1. The Board agrees to maintain in force during the term of this Agreement workers' compensation insurance as required by law.

Section 2. Employees suffering injuries during the course of their employment shall immediately report such injury to the Building Supervisor.

Section 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.

Section 4. Sick leave pay for any period during which an employee received 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 of medical and/or hospital charges shall result in such deductions from sick leave pay.

Section 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.

Section 6. Employees shall notify the employer of payments received pursuant to workers' compensation insurance and/or disability insurance benefits within a reasonable time after receipt thereof.

Section 7. It shall be the right of the School to require the employee to report to a doctor approved by the Board from time to time as required to determine the employee's ability to work.

Section 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 28 – HOSPITAL AND MEDICAL INSURANCE

Section 1. During the life of this contract, the employer shall pay one hundred percent (100%) of the premium cost of the health insurance plan offered to the Professional Staff, for individual coverage for employees selecting coverage.

Section 2. During the life of this contract, the employer shall pay one hundred percent (100%) of the premium cost of the health insurance plan offered to the Professional Staff, for individuals selecting family or dependent coverage, for members employed as of July 1, 2017. Members hired after July 1, 2017 will not be eligible for family or dependent coverage.

ARTICLE 29 – DENTAL INSURANCE

Section 1. The employer shall pay one hundred percent (100%) of the premium cost for individual dental insurance equivalent to that offered to the Professional Staff for employees selecting coverage.

Section 2. The employer shall pay one hundred percent (100%) of the premium cost for family/dependent dental insurance equivalent to that offered to the Professional Staff, for individuals selecting family/dependent coverage, for members employed as of July 1, 2017. Members hired after July 1, 2017 will not be eligible for family/dependent coverage for dental insurance.

ARTICLE 29A – VISION PLAN

Section 1. For the life of this contract, the employer shall pay one hundred percent (100%) of the premium cost for individual Vision Benefits equivalent to those offered to the Professional Staff.

Section 2. The employer shall pay one hundred percent (100%) of the premium cost for family/dependent Vision Benefits equivalent to that offered to the Professional Staff, for individuals selecting family/dependent coverage, for members employed as of July 1, 2017. Members hired after July 1, 2017 will not be eligible for family/dependent coverage for Vision Benefits.

ARTICLE 29B – STATE MANDATED INSURANCE

Any mandated state insurance program for public schools shall supersede the applicable insurance coverage outlined in Articles 28, 29 and 29A.

ARTICLE 30 – INCOME PROTECTION

Section 1. 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 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 31 – ABSENCE AND TARDINESS

Section 1. Absentee

If an employee is to be absent, he/she shall call a designated person as soon as possible. When the employee returns to work, he/she is to complete an absentee report card in the office of the Assistant Director.

Section 2. Tardiness

- a. After three (3) unexpected and unauthorized tardy violations, at the discretion and determination of the Administrative Director said violators will be furloughed one (1) day without pay. This also included unexcused early leaving of work.
- b. For each additional violation [after three (3), namely 4th, 5th, etc. violations], this same policy will prevail... one (1) day furlough without pay. Extenuating circumstances will be taken into consideration by the Administrative Director.

ARTICLE 32

Article Deleted

ARTICLE 33 – EMERGENCY SCHOOL CLOSING

Section 1. In the event it becomes necessary to close school due to an unforeseen emergency, all employees on approved personal, vacation, sick, or bereavement leave, etc., if school is called off on or before the start of the workday, employees on leave should not be charged for that day.

ARTICLE 34 – LENGTH OF WORKDAY

Section 1. Work hours shall be 8:00 AM to 3:15 PM totaling a 7.25-hour workday including the half (1/2) hour paid for lunch.

Article 34A – Length of the Year

Section 1. Paraprofessional employees' work year shall be no more than 188 days.

Section 2. Secretarial employees' work year shall work no more than 188 days.

ARTICLE 35 – SALARIES

Section 1. Effective September 2022, for school year 2022-2023, employees making less than \$15.00 an hour will receive an increase to \$12.25 per hour; Employees making more than \$15.00 an hour will receive an increase of 3.73%.

Section 2. Each remaining year of the contract, effective the first starting pay period of the new school year, each employee will receive the same percent increase CTC teachers receive, excluding any specific parity adjustments for professional development etc. For example, if the average teachers' increase is 3.4%, each employee covered by this agreement will receive a 3.4% increase to their pay.

Section 3. New hires shall be paid no more than the lowest paid Paraprofessional and Secretaries and will then receive the same percentage increase as noted above. Should a new hire be paid more than an existing employee in the same position the school must show that the new hire has more experience, education, or combination thereof than the current employee. This information will be made available to the union president upon request.

ARTICLE 36 – 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 during the term of this agreement and implementing said random substance abuse testing program for students and staff during the term of this agreement.

ARTICLE 37 – NEW STUDENT ORIENTATION

The JOC and AFT Local 4889 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 11:45 AM on that day.
- b) The Bargaining unit members will attend (as a regular workday) 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) Bargaining unit members who are unable to attend the orientation will have to use one half sick day or one half personal day.

TERMS for conditions of this new Collective Bargaining Agreement are retroactive to September 1, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed that twentieth day of December 2022.

Lackawanna County Area Vocational
Technical Federation of Secretaries
And Support Staff

BY: Marissa Bernerli
President

BY: Christine Pagnazzi
Treasurer

Career Technology Center of
Lackawanna County
Joint Operating Committee

BY: Joseph J. ...
President

BY: W. W. ...
Secretary