

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**C.T.C. OF LACKAWANNA COUNTY**

**AND**

**PENNSYLVANIA SOCIAL SERVICES UNION LOCAL  
668 SEIU, AFL-CIO-CLC  
NONPROFESSIONAL MAINTENANCE**

**JULY 1, 2021 - JUNE 30, 2026**

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## **AGREEMENT**

This agreement entered into this **16th day of July 2021**, by and between the Pennsylvania Social Services Union Local 668 SEIU, AFL-CIO-CLC, hereinafter referred to as the "UNION", and the Career Technology Center of Lackawanna County, hereinafter referred to as the "EMPLOYER".

### **ARTICLE I** **Recognition**

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit, under ACT 195. The unit is comprised of the following classifications: Full time maintenance, Custodial Foreman, Maintenance Mechanic.

### **ARTICLE II** **Dues**

The Employer agrees to deduct biweekly union membership dues, annual assessment and an initiation fee and service fees from each pay of those employees who individually request in writing that such deductions be made. The signature of the employee on a properly completed Union dues deduction authorization card shall constitute the only necessary authorization to begin payroll deductions of said dues. The Union shall certify to the Employer the rate at which Union dues are to be deducted, and dues at this rate shall be deducted from all compensation paid. The aggregate deductions together with an itemized statement shall be electronically transmitted to the Union no later than the 10<sup>th</sup> day of the following month for which such deduction is made. Information shall be transmitted as a CSV in Excel or flat file. The statement shall contain the name, job title, and work location.

### **ARTICLE III** **Employer Recognition of Maintenance of Check-off Agreement**

The Employer agrees to process dues authorization cards in an expeditious manner upon receipt. Should it be determined by the Union that an employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer. Such notices shall be communicated in writing and shall include the effective date of the cessation of payroll dues deduction. The Employer shall rely on the information provided by the Union to cancel or otherwise change authorizations. Requests to revoke Union membership shall be directed to the Union rather than the Employer. Any membership resignation requests received by the Employer should be redirected to the Union.

### **ARTICLE IV** **Just Cause**

#### Section 1.

No employee shall be disciplined or discharged without a just cause.

#### Section 2.

Just cause for discharge shall include any of the causes set forth in Section 514 of the School Code.

ARTICLE V  
**Hours of Work and Overtime**

Section 1. **Hours of Work:**

- A) The normal workday shall consist of seven and one half (7-1/2) hours. An additional half (1/2) hours will be scheduled for lunch.
- B) The normal workweek shall consist of forty (40) hours (including paid lunch and breaks). It shall consist of five (5) days, Monday through Friday inclusive.
- C) The normal workday will consist of three (3) eight (8) hour shifts (including paid lunch and break).

Section 2. **Coffee Breaks:**

- A) All employees shall be granted two (2) ten (10) minute paid coffee breaks during each workday and shall be scheduled during each half of the work shift.

Section 3. **Overtime:**

- A) Time and one half (1-1/2) time shall be paid to all employees for all work in excess of eight (8) hours in any day or in excess of forty (40) hours in any week and for all hours of work performed prior to the regular work shift.
- B) For all work performed on the sixth (6th) consecutive day in any workweek, time and one-half (1-1/2) shall be paid.
- C) For all work performed on the seventh (7th) consecutive day in any workweek, double time shall be paid.

Section 4. **Termination:**

- A) All employees must provide the employer with at least two (2) weeks notice when severing their employment with the Career Technology Center of Lackawanna County.

ARTICLE VI  
**Call in and Reporting Pay**

Section 1. **Call in:**

Any employee called to work after his/her regular work shift shall be paid time and one-half (1-1/2) for any hour worked thereafter.

Section 2. **Reporting Pay:**

A minimum of four (4) hours pay at straight time pay or actual hours worked at straight time pay, whichever is greater, shall be given to all employees reporting for work unless such employees have been previously notified not to report to work.

ARTICLE VII  
**Holidays**

Section 1.

The employer shall grant the following paid holidays to all full-time employees:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Christmas Eve
- New Year's Eve

- A) The employees may take up to three (3) flex holidays of their choice in addition to the named holidays above.
- B) Three (3) paid personal days shall be granted. Any unused personnel days at the end of the fiscal year shall be added to the accumulated sick leave.
- C) Employee shall be paid for personal time at the shift differential rate for the shift that they are assigned to when they take the personal days.
- D) Employees required to work on any of the holidays specified in Section 1 will be paid double (2) time, unless they have replaced that holiday with a flex holiday.
- E) Any employee who is absent without leave either the work day before or the work day following a holiday will forfeit the holiday.

Section 2.

All vacation and personal day requests must be submitted to the Director of Vocational Education, through the Maintenance Supervisor, for approval seven (7) days in advance of the requested leave and limited to ten (10%) percent of staff on any one day.

ARTICLE VIII

Vacations

Section 1.

Employees will be entitled to vacations in the following manner:

- After One (1) year ..... 2 weeks
- After Five (5) years ..... 3 weeks
- After Fifteen (15) years ..... 4 weeks

Section 2.

If a holiday falls within an employee's vacation period, the employee shall receive an additional day, either at the beginning or end of the vacation.

Section 3.

Vacation will not accrue during a leave of absence.

Section 4.

Employee shall be paid for vacation time at the shift differential rate for the shift that they are assigned to when they take the vacation days.

ARTICLE IX

Leave of Absence

Section 1. Personal Leave:

Leave of absence without pay may be granted for good cause, upon written request. The leave is not intended as a period during which the employee may seek other employment. No leave of absence is to exceed six (6) months. At the expiration of the approved leave, the employee will be reinstated to the position held at the time of taking the leave. Request for leave must be submitted to the Administrative Director of Vocational Education, through the Maintenance Supervisor, seven (7) days in advance of requested date.

Section 2.

The employer agrees to abide by the Federal Legislation on Family Medical Leaves.

ARTICLE X

Sick Days

Section 1.

Employees shall be granted twelve (12) sick days per year for 12-month employees. This may be accumulated to a maximum of 190 days.

Section 2.

Employee shall present a doctor's certificate verifying sickness when absent three (3) or more days.

Section 3.

Employee shall be paid for sick days at the shift differential rate for the shift they are assigned to when they take the sick days.

ARTICLE XI  
**Funeral Leave**

Section 1.

For the death of a mother, father, mother-in-law, father-in-law, sister, brother, husband, wife, son, daughter, employees shall receive time off with full pay from the date of death for three (3) consecutive days.

Section 2.

For the death of an aunt or uncle, son-in-law, daughter-in-law, first cousin, sister-in-law, brother-in-law, grandmother, grandfather, niece, or nephew, employees shall receive time off, with pay, for the day of the funeral providing it is a work day.

ARTICLE XII  
**Health Insurance**

Section 1.

1. During the life of this contract, the employer shall pay one hundred percent (100%) of the premium cost of Blue Care, PPO Plan, or equivalent, for individual coverage for employees selecting coverage.
2. During the life of this contract, the employer shall pay one hundred percent (100%) of the additional premium cost of Blue Care PPO Plan, or equivalent, for individuals selecting family or dependent coverage.
3. The employer will make available, as an option to the employee, the Blue Care Traditional plan if it is available through the carrier. Employees electing this coverage will pay the difference in premium cost between the Traditional plan and the plan outlined in 1 and 2. These premium payments will be made by payroll deduction for employees electing this plan.

Section 2.

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 Dollars (\$75) above the monthly premium cost for individual coverage. Premium costs in excess of the maximum shall be paid by the employee.

Section 3.

For the life of this contract, the employer shall pay one hundred percent (100%) of the premium cost of the Vision Benefits of America Managed Vision Care Zero Co-payment Program, or equivalent, for the employee and his/her dependents.

Section 4.

The CTC of Lackawanna County is a member of the NEIU Health Care Consortium. As such, the term and conditions of coverage shall be provided by Blue Cross of Northeastern PA (BCNEPA) or equivalent successor underwritten by First Priority Insurance Company (FPLIC) or equivalent successor. It is anticipated that coverage/co-pays may change each year under this arrangement. The Union agrees to accept and be responsible for any annual increase in health care coverage/co-pay costs incurred by BCNEPA or its successor underwritten by FPLIC or its successor. Any increase in health care coverage/co-pay costs will be borne by the Union. Additionally, any mandated state insurance program for public schools shall supersede the applicable insurance coverage outlined in these articles. The Union agrees to accept any mandated state insurance program for public schools and the Union agrees to be responsible for any increase in health care coverage/co-pay costs. Any increase in health care/co-pay costs will be borne by the Union. Also, there shall be no dual spouse coverage provided for Health, Vision or Dental insurance.

ARTICLE XIII  
**Life Insurance**

Section 1.

The Employer agrees to pay the premium for each full-time employee for a term life insurance policy in the face amount of:

Thirty-five thousand dollars (\$35,000) effective July 1, 2009.

Section 2.

The Employer will pay the full amount of the cost of coverage of Disability Income insurance equal to a maximum of 60% of the employee's salary with a 180-day waiting period. All offsets are applied to the Disability Income Insurance.

ARTICLE XIV  
**Union Business**

Section 1.

The Employer shall recognize the Chief Steward, Stewards, Alternate Stewards and the Grievance Committee certified by the Union. The Employer agrees that the Stewards and the Grievance Committee shall, without loss of pay, be allowed to:

- A) Investigate and process grievances, up to a maximum of two (2) hours per week.

Section 2.

- A) Authorized representatives of the Union may be admitted to the Vocational-Technical premises by reporting to the school office and request permission.
- B) The CTC shall allow the Union to use a designed bulletin board in buildings for posting of Union literature and notices.
- C) The Union shall be permitted the use of the inter-department mail for distribution of Union literature.

ARTICLE XV  
**New Employees**

Section 1.

All new employees shall be probationary employees for a period of sixty (60) calendar days. Such new employees may, at any time, prior to the expiration date of said period, be terminated by the C.T.C. at its discretion. Probationary employees shall have no seniority rights, and are not subject to the grievance and arbitration procedure as set forth in this agreement. Upon completion of the probationary period, the employee shall acquire seniority status dating back to date of hire. The names, addresses, job classifications and starting salaries will be furnished to the Union after completion of the probationary period.

Section 2.

Full-time employees hired on or after the effective date of this agreement shall receive a starting wage of \$13.00 per hour for term of contract. Subsequent salary increases, as indicated in Article XX – Section 3, shall become effective on July 1 following the year of hire.

Section 3.

Job openings which constitute a promotion, including the Custodial Foreman, and Maintenance Mechanic shall be posted prior to filling of positions.

ARTICLE XVI  
**Benefits**

Section 1.

The C.T.C. shall furnish a copy of this agreement to all Union members.

Section 2.

Vacation leave, sick leave, holiday pay and other benefits earned during the work year of the employee

shall be paid upon retirement or to the beneficiary named in case of death of an employee.

For this purpose, accumulated sick leave upon retirement shall be computed at the rate of sixty (60.00) dollars per day up to a maximum of 150 days for payment made in school year 2014-2015 and seventy (70.00) dollars per day up to a maximum of 150 days for payment made in school year 2015-2016.

Vacation and holiday pay will be computed at the employee's daily rate.

Section 3.

The parties agree that for future events when an employee has exhausted all paid time off and is forced to pay for their healthcare, the daily health care insurance benefit cost shall be determined by multiplying the annual health care cost by 1/260. The parties further agree that this provision will be inserted into the subsequent collective bargaining agreement as a settled issued.

ARTICLE XVII

**Seniority**

All present employees shall retain their current seniority.

Section 1.

Seniority is the length of an employee's continuous service with the C.T.C. All seniority shall be computed from the employee's date of hire.

- A) In case of layoff, or return to work following a layoff, the principle of seniority shall prevail. In case of layoff, the laid-off employee shall have the right to bump less senior employees provided the employee has the capability to perform the work.
- B) All Union Stewards shall have super-seniority during their terms of office.
- C) Seniority lists shall be furnished to the Union and posted on all bulletin boards in all buildings annually on or about July 1<sup>st</sup> of each year.

ARTICLE XVIII

**Military Leave - Jury Duty**

Employees required to serve on a jury or to report for military training, as part of their military reserve obligation, will be paid the difference between what they receive for such jury duty or military reserve duty and the amount they would have received if they would have worked at the time.

ARTICLE XIX

**Grievance Procedure**

A grievance is defined to be any difference existing between the Union and employee or group of employees and the Employer involving the interpretation or application of any provisions of this agreement. A Grievance Committee, of not more than two (2) Union members, shall be selected by the Union for the purpose of handling any grievances that may arise, with Employer Representatives.

**Step 1.**

Oral complaints shall be taken up with the Building and Maintenance Supervisor in charge of the department by the aggrieved employee together with his or her Steward, within five (5) working days. The Building and Maintenance Supervisor shall give his answer within three (3) working days.

**Step 2.**

If a settlement is not reached in Step 1, the grievance shall then be presented in writing by the Grievance Committee to the Administrative Director within five (5) working days following the date of the Step 1 answer. The grievance shall be discussed by the Grievance Committee and the Administrative Director and C.T.C. Operating Board at a Step 2 meeting.



The Administrative Director shall then give a written answer to the Grievance Committee within five (5) working days following the Step 2 meeting.

**Step 3.**

If a settlement is not reached in Step 2, the grievance including the Step 2 answer may be presented in writing by the Grievance Committee to the Operating Board within fifteen (15) working days following the days of the Step 2 answer for a discussion at a Step 3 meeting.

Management shall then give a written answer to the Grievance Committee within ten (10) working days following the Step 3 meeting.

**Step 4.**

If a settlement is not reached in Step 3, the grievance may be submitted to arbitration by either party by serving written notice on the other party within thirty (30) working days following the date of the Step 3 answer, airing the desire to arbitrate the grievance.

Grievance meetings shall be held at any time by agreement.

**Arbitration Procedure**

The party desiring arbitration of the grievance shall make written application to the Bureau of Mediation of the Department of Labor and Industry of the Commonwealth of Pennsylvania for a panel of Arbitrators, from which list the parties shall select an arbitrator. Each party shall alternately strike a name until one name remains. The public Employer shall strike the first name. The person remaining shall be the arbitrator.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's fees shall be shared equally by the parties. The arbitrator shall have no authority to add to or subtract from the terms of this Agreement.

**ARTICLE XX**

**Wage Increase**

**Section 1.**

All wages and wage increases shall be calculated using existing hourly rates. The annual salary calculation basis for wages shall be 2080 hours.

**Section 2.**

Name	DOH	Current	Adjustment	
Mike Lynch	7/1/00	18.82	.75	19.57
Carl Yaklic	7/1/08	14.54	.75	15.29
Rich Harvey	8/7/12	16.39	.75	17.14
Chris Lewis	7/28/14	12.98	1.65	14.63
Brian Major	9/1/19	11.35	1.65	13.00
Rohlend Teal	10/30/19	11.35	1.65	13.00

The above one-time adjustment shall take place on 7/1/21. In addition, each employee shall receive an across-the-board wage increase effective 7/1/21 as determined by formula below.

The following 4 years of the contract annual salary methodology will be as follows:

- a. The CFO will obtain statements from each of the eight JOC member districts by June 30 of

each year certifying the total (inclusive of step movement) salary increase for the teaching staff for the subsequent school year.

- 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 effect of this is a 2.8% salary increase for that district.)
- c. The CFO will obtain statements from each of the 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 districts contracts are settled, a placeholder 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 added to each employee's base salary.

#### Section 3. Shift Differential Pay:

Employees assigned to the second shift shall receive an additional \$1.05 per hour for the 2021-2022 school year, \$1.15 per hour 2022-2023 school year, \$1.25 per hour for the 2023-2024 school year, \$1.35 per hour for the 2024-2025 school year, and \$1.45 per hour for the 2025-2026 school year.

Employees assigned to the third shift shall receive an additional \$1.45 per hour for the 2021-2022 school year, \$1.70 for the 2022-2023 school year, \$1.95 per hour for the 2023-2024 school year, \$2.20 per hour for the 2024-2025 school year, and \$2.45 per hour for the 2025-2026 school year.

It shall be the sole right of the Administration of the CTC to assign employees to their respective shifts. The employer agrees to provide one week notice before the start and stop of the 3<sup>rd</sup> shift.

#### Section 4.

The pension plan as granted to all employees shall remain.

#### Section 5. Custodial Foreman

The Custodial Foreman will receive additional compensation above the negotiated annual increases in the amount of \$1.00 per hour for the additional duties and responsibilities detailed in the Board approved job description.

The Custodial Foreman shall have the right to return to their prior position at any time and forego the additional compensation.

#### Section 6. Maintenance Mechanic

The Maintenance Mechanic will have a start rate of \$16.00 per hour for the duties and responsibilities detailed in the Board approved job description. This position shall be primarily a first shift position.

The Maintenance Mechanic shall have the right to return to their prior position for sixty days and forego the additional compensation.

### ARTICLE XXI

#### **Management Rights and Construction of Agreement**

#### Section 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 Board by virtue of any provision of the laws of the Commonwealth of Pennsylvania.

Section 2.

The Employer and the Union 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 XXII

##### Headings

Any headings preceding the text of the several Articles hereof 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 XXIII

##### 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 board meeting.

#### ARTICLE XXIV

##### 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, during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

Section 2.

Should a strike occur not authorized by the Union, the Union 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 Union;
- 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 XXV

##### Contract Re-opening

The Union agrees to re-open this contract prior to the end of its term for the sole purpose of negotiating the implementation of a Substance Abuse and Random Testing policy, should the Joint Operating Committee propose such a policy.

ARTICLE XXVI  
**Complete Agreement**


The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements were arrived at by the parties after the exercise of that right and opportunity set forth in this Agreement which represents the complete agreement of both parties. Each party to this agreement hereby waives the right to require the other party to negotiate concerning wages, hours, and other terms and conditions of employment during the terms of this Agreement.

In addition to the above terms, the Employer will offer any maintenance department bargaining unit employee with twenty (20) or more years of service to the CTC and that has reached the age of 62 years, an early retirement incentive which will provide health insurance coverage for the individual employee only, until the age of 65 years.

In addition to the above terms, the parties agree that the Employer may hire an outside cleaning agency during the summer, who will be responsible to thoroughly clean the lab areas only. No work assigned to the agency shall eliminate bargaining unit work, nor bargaining unit positions.

This Agreement is made and entered into this 16th day of July 2021 and between the Career Technology Center of Lackawanna County and Pennsylvania Social Services Union Local 668 SEIU, AFL-CIO-CLC; and shall be effective the 1st day of July 2021 and shall continue until June 30, 2026. Notice of the desire to negotiate amendments to this Agreement shall be given in 2016 in accordance with the provisions of Act Number 195 of the Pennsylvania General Assembly.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 16<sup>th</sup> day July of 2021 effective, however, as of July 1, 2021.

BY:   
Chairperson Joint Operating Committee  
CAREER TECHNOLOGY CENTER  
OF LACKAWANNA COUNTY

ATTEST:

  
Secretary Joint Operating Committee  
CAREER TECHNOLOGY CENTER  
OF LACKAWANNA COUNTY

PENNSYLVANIA SOCIAL SERVICES UNION LOCAL 668 SEIU, AFL-CIO-CLC

BY:

