

**JOINT OPERATING COMMITTEE**

**MINUTES**

**JULY 15, 2020**

The virtual meeting was called to order by Eunice Franklin-Becker, Chairperson, at 6:30 p.m. The Pledge of Allegiance was recited.

**PRESENT:** Chris Epstein  
Eunice Franklin-Becker, Chairperson  
Susan Moore  
Louis Mason  
Dr. Monica D’Antonio  
Eric Elvanian

**ABSENT:** Tiffani Hendley  
Maggie Philips, Esq., Treasurer  
Alice Budno Hope, Vice Chairperson

**ALSO PRESENT:** Seth Schram, Director  
Dr. Angela King, Assistant Director  
Charles J. Braun, Supervisor of Business Operations  
Larry Byron, Special Projects, Technology and Operations Supervisor  
Dr. Michael Christian, Superintendent of Record  
Marilyn Monastero, J.O.C. Secretary  
Mark Fitzgerald, Esq., Solicitor

MINUTES

**MOTION:** 1. To approve the minutes of June 10, 2020.

Above motion #1 was moved by Mr. Elvanian and seconded by Mrs. Epstein.  
Membership Polled. All in Favor. Motion Carried.

TREASURER’S REPORT

**MOTION:** 2. To approve the following items of the May 31, 2020 Treasurer’s Report:  
- Pages 1 through 11 for file and audit and  
To approve General Fund Disbursements for June 30, 2020:  
- Checks #9228 through #9274, ACH payments and electronic transfers  
in the amount of \$942,831.11. (Pages 12)

Above motion #2 was moved by Dr. D’Antonio and seconded by Mr. Mason.  
Membership Polled. All in Favor. Motion Carried.

DIRECTOR'S REPORT

MOTION: 3. To approve the Drivers Education Reopening Plan. (Attachment #1)

4. To employ the following individual:

Name:	Edward Titus
Position:	Allied Health Technology Instructor
Effective Date:	August 3, 2020
Employment Status:	Full-time/190 days
Salary Step/Rate:	H-7/\$86,799.08
Benefits:	As stated in the current Professional Bargaining Union Contract

5. To approve increase in salary step for the following instructors effective August 24, 2020:

David Ayres, Building Trades, from A-9 to C-10 – receipt of Voc. I  
Erika Di Ienno, Cosmetology, from A-9 to C-10 – receipt of Voc. I  
Robert Kindon, Transition to Career, from F-9 to G-10 – Masters plus 30

Above motions #3 through #5 were moved by Mrs. Epstein and seconded by Mrs. Moore.  
Membership Polled. All in Favor Motion Carried.

ADMINISTRATIVE REPORT

Dr. King thanked Mr. Schram for his leadership and proactive approach with the pandemic reopening plan.

Mr. Schram reported that Reopening scenarios will be presented next month and Mrs. Franklin-Becker thanked everyone for their hard work on planning for next school year.

SUPERINTENDENT'S REPORT

Dr. Christian emphasized the need for flexibility in working on the reopening plan and thanked the team working on this daunting challenge.

SOLICITOR'S REPORT

Mr. Fitzgerald emphasized the need to follow the guidelines from PDE on reopening and stated that there was no challenge to the Resolution for the curtailment of the math program and suspension of employee.

COMMITTEE REPORTS

Personnel

Mr. Elvanian reported that the committee met prior to the J.O.C. meeting and thanked Mr. Braun and Mr. Schram for their work on contract negotiations.

MOTION: 6. To ratify the ESPA one-year contract effective July 1, 2020 through June 30, 2021. (Attachment #2)

Above motion #6 was moved by Mr. Elvanian and seconded by Mrs. Moore.  
Membership Polled. All in Favor Motion Carried.

MOTION: 7. To approve a Part-time EMS staff position, 20 hours/week, \$25/hour with no Benefits.

Above motion #7 was moved by Mr. Elvanian and seconded by Mrs. Moore.  
Membership Polled. All in Favor. Motion Carried.

Finance

Mr. Schram stated that the Finance Committee will be meeting to discuss prioritizing spending.

Curriculum

Dr. D'Antonio stated that a meeting will be scheduled in August to discuss how curriculum will be affected by the reopening plan. The new 3D software for the health programs will be arriving soon and the new Allied Health instructor is able to teach Dual Enrollment classes.

Facility Review

Mr. Schram stated that the Facility Review Committee will be meeting soon to review the roof update.

Meeting adjourned at 6:54 p.m.

Respectfully submitted,

Marilyn Monastero  
J.O.C. Secretary

## **CENTRAL MONTCO TECHNICAL HIGH SCHOOL DRIVER'S EDUCATION GUIDELINES FOR REOPENING PLAN**

Driver's Education - Behind the Wheel Class Update

Due to the mandated school closure for the current school year, Driver's Education Classes are cancelled through the end of June 2020.

**Starting July 16, behind the wheel classes will begin.** Registered students, who have completed the necessary requirements and are eligible for lessons, will be assigned an instructor and the instructor will contact the student to schedule lessons. All students requesting driving lessons should complete the application at the end of this document and mail it along with the required payment to:

Central Montco Technical High School  
821 Plymouth Road  
Plymouth Meeting, PA 19462  
Attn: Driver's Education

Note: priority will be given to students who were in the process of completing their behind the wheel lessons before the school closed.

Because of the highly unusual set of circumstances created by the COVID-19 pandemic Central Montco Technical High School made the following modification to the behind the wheel driving lesson procedures. Behind-the-wheel training will resume on July 16, 2020 using the following safety protocols:

### **Safety Protocols**

1. The instructor will schedule the behind-the-wheel training time with students. There will be no in class theory classes taught at this time.
2. Students should wait outside. Instructors will meet their students in the parking lot in front of the building. Students must have their driving permit with them for all lessons.
3. Students, parents and instructors waiting near the building or door must wear a mask.
4. Prior to each driving lesson or test, students will be required to complete and sign-off on a Questionnaire and have their temperature taken electronically by their instructor. (As well as the instructor taking his own temperature) To save time, students should print and complete a copy of the attached questionnaire and return to their instructor prior to each lesson.
5. If a student is not feeling well or has a temperature, the instructor will reschedule their appointment to a later date; after the student is symptom-free for fourteen days.
6. Mandatory use of face coverings/masks by all students and instructors is required. Students should bring their own facemask. Lessons will not be conducted if a student is not wearing a proper face covering.
7. Vehicles are sanitized between students.
8. There will be no access to the school building. Parents and visitors are not permitted in the building during this time.

**This plan is subject to changes and modifications as required by the Pennsylvania Department of**

Health and/or the Center for Disease Control.

Please note: In an effort to keep Central Montco Technical High School's driving programs safe for everyone, we require that students complete the following screening questionnaire before their lesson:

## CENTRAL MONTCO TECHNICAL HIGH SCHOOL

### DRIVERS EDUCATION QUESTIONNAIRE

**Do you have any of the following?**

- Fever (100.4° F [38.0° C] or greater using an oral thermometer)
- Shortness of breath (not severe)  Cough
- Chills
- Repeated shaking with chills
  
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell

**In the two weeks before you had any of the above symptoms, did you:**

- Have contact with someone diagnosed with COVID-19?  Live in or visit a place where COVID-19 is spreading?

Students please sign below that you have answered the questions to the best of your knowledge.

Students who have symptoms of acute respiratory illness are required to notify their instructors and stay home until they are free from fever and any other symptoms for at least 14 days, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants).

\_\_\_\_\_ Student Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Instructor Signature



# Driver Education Training

## Behind-the-Wheel Drivers Licensing Exam

Central Montco Technical High School (CMTHS) provides a Pennsylvania Department of Education (PDE) approved Behind-The-Wheel Drivers Training Program for all interested students residing in the Colonial, Norristown Area and Upper Merion Area School Districts. This program meets Pennsylvania Department of Education regulations and insurance industry requirements.

Central Montco Technical High School provides Behind-The-Wheel training consisting of 6 hours of actual driving with instruction in dual-controlled cars provided by Central Montco Technical High School and Drivers Licensing Exam given during the 6<sup>th</sup> hour. Instruction is scheduled on an individual basis. All BTW lessons start and finish at CMTHS. We do not offer door to door service. **The instructor is part-time PA certified and driving is according to his schedule.** Eligible students must be 16 years or older and have obtained their learner's permit or license. A registration form must be submitted with payment enclosed in order to schedule Behind-The-Wheel instruction. **The school must be notified 24 hours prior to the cancellation or students will be charged for the time scheduled and will need to schedule additional hours above the original 6 hours at a \$60.00 per hour fee.**

Completion certificates for 30-hour on-line theory and 6-hour Behind the Wheel are required by most insurance companies for a reduction in insurance premiums. **The Pennsylvania Drivers Licensing Exam is given to full-time students who have successfully completed both the classroom and behind-the-wheel and have not graduated from high school.** Proof of PDE approved 30-hour on-line training is required to sign up for 6-hour Behind the Wheel training.



Please note:

1. A registration fee of \$360.00 is required to enroll in the Behind-The-Wheel program.  
**Behind the Wheel lessons are individually scheduled.**  
**Note: All lessons start and end at Central Montco Technical High School.**  
**We do not offer door to door service.**
2. A license or learner's permit is required to actually drive. Please attach a copy. **The Pennsylvania Drivers Licensing Exam is given to full-time students who have completed the 30-hour on-line theory course and behind-the-wheel, and have not graduated from high school.**
3. No refunds.

-----Detach and mail bottom portion-----

**Please Complete Registration Form for 2020-2021 Driver Education Program:**

Enrollee's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Parent/Guardian Cell Number \_\_\_\_\_

Parent/Guardian Work Number \_\_\_\_\_ Year of High School Graduation \_\_\_\_\_

Email address: \_\_\_\_\_ School District \_\_\_\_\_

Permit/License (I.D.) No. \_\_\_\_\_ Exp. Date \_\_\_\_\_ Eligible Exam Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Behind-The-Wheel/Drivers Licensing Exam\* \_\_\_\_\_ Proof of 30-hour on-line theory completion date: \_\_\_\_\_

**\*Completion of an approved Drivers Education 30-hour on-line theory course is required in order to take the Drivers Licensing Exam at CMTHS per the Pennsylvania Department of Education (high school students only). Please attach a copy of certificate.**

- Cash                       Check/Money Order (Payable to CMTHS)

Mail to: Central Montco Technical High School  
821 Plymouth Road, Plymouth Meeting, PA 19462  
Attention: Drivers Ed

Att. #2

**AGREEMENT BETWEEN THE CENTRAL MONTGOMERY  
COUNTY AREA VOCATIONAL TECHNICAL SCHOOL AND CENTRAL  
MONTGOMERY COUNTY VOCATIONAL TECHNICAL SCHOOL  
EDUCATIONAL ASSOCIATION  
(ESPA, PSEA/NEA)**

**Effective July 1, 2020 through June 30, 2021**

**AGREEMENT BETWEEN THE CENTRAL MONTGOMERY COUNTY AREA  
VOCATIONAL TECHNICAL SCHOOL AND  
CENTRAL MONTGOMERY COUNTY VOCATIONAL TECHNICAL  
SCHOOL EDUCATIONAL ASSOCIATION  
(ESPA, PSEA/NEA)**

**ARTICLE I**



## **RECOGNITION**

The employer recognizes the Central Montgomery Vocational Technical School Education Association, ESPA, PSEA/NEA as pursuant to NISI Order of Certification No. PERA-R-93-399-E, issued October 14, 1993, by the Pennsylvania Labor Relations Board, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit comprised of:

"All full-time and regular part-time nonprofessional employees including but not limited to office clerical employees and custodians; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act. Part-time night school secretaries will be excluded from the bargaining unit."

## **ARTICLE II**

### **TERM OF AGREEMENT**

This agreement shall begin on July 1, 2020 and shall continue in full force and in effect until June 30, 2021.

## **ARTICLE III**

### **DEFINITIONS**

1. The word "employer" as used in this Agreement means the Central Montgomery County Vocational-Technical School Joint Operating Committee.
2. The word "Association" as used in this Agreement means the Central Montgomery County Vocational-Technical School Education Association, ESPA, PSEA/NEA.
3. The word "employee" as used in this Agreement means the employees covered by the Order of the Pennsylvania Labor Relations Board referred to in Article I.
4. A "grievance" is a complaint alleging a violation, misinterpretation or misapplication of any provision of this Agreement.
5. A "part-time employee" is an employee whose regular work week is twenty (20) hours or less. "Part-time employees" shall not be eligible for any benefits provided for in this Agreement.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

#### **1. USE OF SCHOOL PROPERTY**

With the prior permission of the Director, the Association will have the right to use a school room for Association meetings. However, no employee may attend such meeting while receiving compensation from the employer. The Association is precluded from using equipment, material and supplies of the employer for Association business of any nature unless written approval of the Director is sought and obtained.

2. ASSOCIATION OFFICER LEAVE

A one-year unpaid leave of absence shall be granted to any employee in the bargaining unit for the purpose of serving in an elected office at the state or national level. Once the leave of absence is granted, the entire one-year leave of absence must be taken notwithstanding the fact that the office may last for a term other than one full year, and notwithstanding the fact that the employee may not serve out the full term of office.

At the end of the one-year unpaid leave of absence, the employee shall return to the same or similar position as held previously. The employee shall have all rights and benefits fully restored as they existed at the time the leave commenced.

3. BULLETIN BOARD

The employer will arrange for space on a bulletin board for the exclusive use of the Association. Posting on such bulletin board is to be confined to official nonpolitical union business.

4. REPRESENTATION AT HEARING

When an employee is called into a conference with an employer representative related to wages, hours, or conditions of employment or for disciplinary action, he/she may, at his/her option be accompanied by an Association representative. The above does not apply to inquiries of Employees by administrators/supervisors in the normal course of their work. No disciplinary action will be taken unless an opportunity to have a representative present has been offered. No conference is to be delayed more than one time due to the unavailability of an Association representative.

**ARTICLE V**

**EXCHANGE OF INFORMATION**

Upon reasonable written request, the Director and/or the Association President, as appropriate, shall supply to members of either or both negotiating teams all available data the responding party deems necessary for developing sound recommendations.

The employer agrees to furnish to the Association in response to specific written request, all published information concerning the financial resources of the employer, including but not limited to annual reports and audits, pre budget, agenda and minutes of the public employer's meetings, and such other published and heretofore compiled information as may reasonably assist the Association in its negotiations and in the processing of any grievance. The Association is also entitled to the names and addresses of all members of the Bargaining Unit.

**ARTICLE VI**

**ILLNESS OR DISABILITY**

1. SICK LEAVE

All employees who are employed on a two-hundred sixty-one (261) day annual basis will receive 12 sick days per year. All employees who are employed on a two-hundred twenty-one (221) day annual basis will receive eleven (11) sick days per year. All employees who are employed on one hundred ninety (190) day annual basis will receive 10 sick days per year.

## 2. SICK LEAVE POOL

- A. A pool of sick days will be established for Support Staff for the protection of individual employees during serious long-term extended illness and/or incapacity causing long periods of absence. Illness, accident, or incapacity must be of the long-term continuous type. Moreover, the reason for the requested extension of leave must be a continuation of a health problem and that regular sick leave and personal leave is exhausted.
- B. The Employer shall contribute up to fifteen (15) days to the pool at the beginning of each school year. Pool usage shall not exceed thirty (30) days per school year unless authorized jointly by the Director and the Support Staff Union President. All unused days in the pool shall be carried over into the subsequent school year. The maximum number of days a pool may have at the beginning of the year is forty (40) days. Therefore, if there is carry-over of 35 days from the prior year, the School shall contribute five (5) day to the pool. If there is carry-over of all forty days, the Employer shall not contribute for that year.
- C. Use of the pool will begin after the employee's accumulated sick leave and personal leave have been exhausted and after the Employee has been absent from regularly assigned duties for ten (10) consecutive days without pay. In addition, use of the pool will be subject to the following guidelines:
  - (1) Days in the pool will be used on a first-come, first-served basis and when the total days in the pool are exhausted, use of the pool is ended for the year.
  - (2) Each case will be dealt with individually upon request to the Director's Office. The Director will confer with the Association President and both will jointly decide the final determination of pool eligibility.
  - (3) Each case, in regard to eligibility, duration of time and return to service will be handled on an individual basis.
  - (4) All such cases under consideration must be supported by the recommendations of the Employee's personal physician in consultation, when necessary, with one of the School's physicians.
  - (5) The long term, serious illness must be of such a nature that it is unavoidable during the school year and absence from staff duties is necessitated and mandated by the illness or accident.

Service credit will not be granted for use of days from the sick leave bank.

- (D) Members of the Bargaining Unit are not eligible to use the Sick Leave Bank if they are eligible for Disability Insurance Protection under Article VII of the contract.

## **ARTICLE VII**

### **LEAVES OF ABSENCE**

#### **1. PERSONAL LEAVE**

All employees who are employed on a two-hundred sixty-one (261) day annual basis will receive 4 personal days per year. All employees who are employed on a two-hundred twenty-one (221) day annual basis will receive 3 personal days per year. All employees who are employed on a one-hundred ninety (190) days annual basis will receive 3 personal days per year. Unused personal leave days will convert to sick days on an annual basis.

Personal leave shall be used only for the purpose of transacting personal matters which cannot be transacted at a time other than during the workday. Personal leave is not to be used for any concerted actions by employees. Written notice for personal leave must be submitted to the Director's office at least five (5) days prior to the scheduled leave day, which notice will set forth the reason for which the personal leave is being taken. The Director is authorized to waive the notice requirement under circumstances approved by him in writing. Personal leave may not be taken the day before or the day after a holiday. Personal leave cannot be used for entertainment purposes.

#### **2. BEREAVEMENT LEAVE**

Whenever an employee is 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 five (5) workdays. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, grandchild(ren), 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.

Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

#### **3. JURY DUTY**

Whenever an employee shall be called for Jury Duty by a Court of Record, said employee shall be excused from work without loss of pay for the period required by the Court. Said employee shall be paid his/her regular rate of pay and shall retain any pay received from the Court.

#### **4. TEMPORARY MILITARY**

Employees called into temporary active duty shall be granted a leave of absence without pay.

When released from the tour of active duty, employees will be returned to their position. All benefits and seniority granted their job classification during their leave will accrue without penalty. An employee must return to work within thirty (30) days of release from active duty or forfeit all rights granted under this section.

## 5. VACATION DAYS

A. Employees who are employed on a two-hundred and sixty-one (261) day annual basis will earn 5/6th day per month (ten (10) vacation days per year) until they have been employed for six (6) consecutive years.

Beginning in the sixth full year of consecutive employment, an additional 1/12 day per month (1 day per year) will be earned for each additional consecutive year, with a maximum of twenty (20) vacation days earned in any one year of this contract.

B. Employees who are employed on a one-hundred and ninety (190) day and two-hundred and twenty-one (221) day annual basis will not be eligible for vacation time.

C. Earned vacation must be taken before June 30 following the end of the contract year in which vacation is earned.

D. Instructional aides, building security personnel and part-time employees are not eligible for vacation leave.

E. The Director will provide each member of the Bargaining Unit with a form on which the employee may designate a beneficiary or beneficiaries to receive the value of any unused vacation leave benefits in the event that employment termination is caused by the death of the employee.

F. When leaving employment with the intent to retire, the Employer will make a non-elective contribution to the 403(b) plan of the Employee in an amount equal to a maximum of five (5) earned, but unused vacation days. Payment for each day will be equal to 50% of the Employee's per diem rate for the year in which the day was earned.

## 6. HOLIDAYS

Annually the employer will schedule thirteen (13) holidays. If an employee is regularly scheduled to work a day on which the employer has scheduled a holiday, the employee would be paid as if the employee had worked on the holiday. Instructional aides and part-time employees do not receive holiday pay.

## 7. DISABILITY, FAMILY AND MEDICAL LEAVE

### A. DISABILITY LEAVE

Employees who become pregnant and incur a disability as a result thereof, are entitled to the same disability leave as authorized for employees who suffer from any other type of disability. The employee may begin a disability leave at such time as their personal physician certifies that they are unable to continue employment. Use of sick leave, during this disability leave, shall be subject to the following:

1. The employee may use her accumulated sick leave during the period of time beginning when her personal physician certifies that she is unable to continue employment until the birth of the child, so long as the disability certified to by her personal physician continues.
2. The employee may use her accumulated sick leave during the five-week period immediately following delivery of the child for those days that she is unable to perform her duties because she is restricted either to a hospital or home for personal medical reasons related to the birth of a child. Request for sick leave during this five- week period immediately following delivery of the child must be accompanied by a certification from the employee's personal physician that the employee is unable to perform her duties because she was restricted to a hospital or home for personal medical reasons related to the birth of a child during the period for which sick leave is requested.
3. Requests for sick leave after the five-week period immediately following delivery of the child must also be accompanied by a certification from the employee's personal physician that the employee is unable to perform the duties because she is restricted to a hospital or home for personal medical reasons during the period for which sick leave is requested. This certification from the employee's personal physician must set forth in detail all of the medical reasons upon which the physician has based his or her medical opinion. The Superintendent of Record, may, in his or her discretion, submit the physician's certification for sick leave after the five-week period immediately following delivery of the child to a physician appointed by the employer for review, the same as he may under any other request for sick leave during a period of an employee's disability.

## B. FAMILY AND MEDICAL LEAVE

Under the Family and Medical Leave Act of 1993, employees working at least 1,250 hours over a twelve (12) month period immediately prior to commencement of a proposed leave, and who have been employed by the employer for at least twelve (12) months prior to the commencement of the leave, are entitled to family and medical leave for:

- (a) Birth of a child or placement of a child with the employee for adoption or foster care (which leave must end within one (1) year after the birth or placement);
- (b) A serious health condition of the employee's spouse, child, or parent; or
- (c) A serious health condition that makes the employee unable to perform the employee's job.

The Act provides for leave of up to twelve (12) weeks in each twelve (12) month period beginning on the anniversary date of the employee's employment, provided that spouses employed by the employer are limited to a combined twelve (12) months of leave for the birth of a child, for

placement of a child for adoption or foster care or to care for a parent who has a serious health condition.

Family and medical leave is without pay and benefits except for group health insurance provided to an employee before the employee takes a leave. Group Health Insurance will be maintained under the group health plan during the leave on the same terms as if the employee continued to work. The employee will pay the employee's share of any group health plan premiums during the leave the same as if the employee continued to work. In the event that an employee's payment is not made within thirty (30) days of the date on which it is due, the employer will cease coverage.

Employees must give thirty (30) days notice of their need for family and medical leave where the need for the leave is foreseeable or such notice as is practical under the circumstances. If notice is not given as required, the employer will delay the leave until at least thirty (30) days after the employee gives notice of the need for such leave. Employees must provide periodic reports during leave regarding the employee status and intent to return to work.

Employees must substitute accrued paid leave for unpaid family and medical leave as follows:

- (1) Accrued paid vacation, personal leave or sick leave for medical leave for the employee's serious health conditions.
- (2) Accrued paid vacation coverage or personal leave for family medical leave for the serious health condition of a spouse, child, or parent. An employee may use up to five (5) days annually of paid sick leave for such purposes.
- (3) Accrued paid vacation or personal leave for the birth, adoption or placement in foster care of a child.

Paid leave taken by an employee will be designated as family medical leave by the employer if it is taken for a Family Medical Leave Act qualifying purpose.

Employees must provide medical certifications supporting the need for leave due to a serious health condition of the employee or an immediate family member. The employer may require a second and perhaps a third opinion regarding the need for leave due to the serious health condition. Employees must provide re-certification of medical conditions every thirty (30) days or more frequently if required by the employer.

An employee who takes family medical leave because of the employee's own serious health condition must provide, at the conclusion of such leave, certification that he or she is able to resume work.

## **ARTICLE VIII**

### **INSURANCE**

#### 1. HOSPITALIZATION AND MEDICAL INSURANCE

If both husband and wife are employees of the employer, each is eligible for single coverage benefits hereunder and either the husband or the wife is eligible for dependent coverage hereunder,

but not both are eligible for dependant coverage.

Employees who can prove to the satisfaction of the Director that they are eligible for dependency benefits under this provision of the contract, and satisfy the Director that such dependents are covered under another medical insurance coverage policy and therefore elect not to accept such coverage under this contract, will receive two hundred dollars (\$200.00) per-month-in lieu of such coverage. If this monthly payment is increased in the collective bargaining agreement of the professional staff, such improved benefits will be granted to employees covered by this agreement.

For the term of this Agreement, the base medical insurance plan for existing Bargaining Unit Members will be the Delaware Valley Health Trust POS II plan with a 15/30/40 prescription drug plan. Joint Operating Committee contributions for the Delaware Valley Health Trust POS II with a 15/30/40 prescription drug plan will be based on a three-tiered system with the first tier consisting of Members with a base salary of less than \$30,000; the second tier consisting of Members with a base salary between \$30,000 to \$60,000; and the third tier consisting of Members with a salary of more than \$60,000. Joint Operating Committee contributions will be as follows:

	1 <sup>st</sup> Tier (Salary less than \$30,000) J.O.C. share/Employee share	2 <sup>nd</sup> Tier (Salary between \$30,000 and \$60,000) J.O.C. share/Employee share	3 <sup>rd</sup> Tier (Salary above \$60,000) J.O.C. share/Employee share
2020-21	93.0%                      7.0%	92.0%                      8.0%	91.0%                      9.0%

For the term of this Agreement, the alternate medical insurance plans for existing Bargaining Unit Members will be the Delaware Valley Health Trust POS II 10/20/70 plan with a 15/30/40 prescription drug plan and the Delaware Valley Health Trust QPOS 15/25/70 plan with a 15/30/40 prescription drug plan. Employee contributions for the Delaware Valley Health Trust POS II 10/20/70 Plan with a 15/30/40 prescription plan will be based on a three-tiered system with the first tier consisting of Members with a base salary of less than \$30,000; the second tier consisting of Members with a base salary between \$30,000 to \$60,000; and the third tier consisting of Members with a salary of more than \$60,000. Joint Operating Committee contributions will be as follows for the Delaware Valley Health Trust POS II 10/20/70 plan with a 15/30/40 prescription drug plan plus the difference between the total premium for Delaware Valley Health Trust POS II 20/40/70 plan with a 15/30/40 prescription drug plan and Delaware Valley Health Trust POS II 10/20/70 plan with a 15/30/40 prescription drug plan:

	1 <sup>st</sup> Tier (Salary less than \$30,000) J.O.C. Share/Employee Share	2 <sup>nd</sup> Tier (Salary between \$30,000 and \$60,000) J.O.C. share/Employee Share	3 <sup>rd</sup> Tier (Salary above \$60,000) J.O.C. Share/Employee Share
2020-21	93.0%                      7.0%	92.0%                      8.0%	91.0%                      9.0%

In addition, existing employees may elect the Delaware Valley Health Trust QPOS 15/25/70 plan with a 15/30/40 prescription drug plan. Joint Operating Committee contributions for existing members electing this plan will be as follows:

	J.O.C. Share	Employee Share
2020-2021	95.0%	5.0%

For the term of this Agreement, all newly hired Bargaining Unit Members who elect health insurance



coverage will be offered the Delaware Valley Health Trust QPOS 15/25/70 plan with a 15/30/40 prescription drug plan only. Newly hired Bargaining Unit Members must remain enrolled in this plan for the first 30 months of employment. Joint Operating Committee contributions for the Delaware Valley Health Trust QPOS 15/25/70 plan with a 15/30/40 prescription drug plan will be as follows:

	J.O.C. Share	Employee Share
2020-2021	95.0%	5.0%

A Cafeteria Plan has been established under Section 125 of the Internal Revenue Code for the sole purpose of permitting co-pays made by members of the Bargaining Unit to be deducted from an employee's pay prior to the employee's taxable income being determined.

2. PRESCRIPTION DRUG PLAN

All members of the bargaining unit will be offered a 15/30/40 prescription drug plan.

3. DENTAL INSURANCE

During the term of this Agreement, the employer will pay for the cost for a basic program of dental care for employees and eligible dependents, and an individual dental rider for inlaid, crowns, space maintainers and oral surgery with a maximum annual benefit of \$1,750 per year. If Dental Insurance benefits are improved in the collective bargaining agreement for the teachers' bargaining unit, such improved benefits will be granted to employees covered by this Agreement.

4. PRESCRIPTION SAFETY GLASSES

The employer shall pay the cost of eye examinations and the associated prescribed safety lenses not covered by insurance for members of the Bargaining Unit, who by nature of their assignment are required to wear safety glasses and by nature of their handicap, as determined by an optometrist or an ophthalmologist, are required to wear prescription lenses to perform their assignment. The employer will also pay a maximum of \$100.00 toward the cost of eyeglass frames. This plan has a limit of one examination and corrective lenses every two (2) years.

5. GROUP LIFE INSURANCE

During the term of this Agreement, the employer shall pay for full cost of term life insurance in an amount equal to the employee's regular salary, which will include standard double indemnity provisions.

6. DISABILITY INSURANCE

During the term of this Agreement, employer agrees to pay the cost of the premium for a disability insurance protection plan that will provide employees of the collective bargaining unit sixty-six and two-thirds (66 2/3) percent of regular salary with a waiting period of twenty (20) days. The amount received will be reduced by the amount received for disability benefits under either Pennsylvania State Employees Retirement System and/or Social Security.

Disability for mental health conditions as is set forth in the disability insurance policy is limited to two (2) years

of benefits for mental health conditions.

7. WORKER'S COMPENSATION

If an employee is absent due to injury or illness in the course of his/her employment which is determined by the Bureau of Worker's Compensation to be compensable under the Pennsylvania Worker's Compensation Act, the absence will not be charged against that person's sick leave days and the Joint Operating Committee will pay the difference between his/her salary and the weekly benefits paid under the Pennsylvania Worker's Compensation Act for a period of twelve months.

8. INSURANCE CONTRACTS

All insurance coverage benefits shall be subject to the terms and conditions of the applicable contracts between the employer and each insurance carrier.

9. CARRIER SUBSTITUTION

The employer may substitute insurance carriers provided the coverages satisfy the requirements of this Agreement. If a substitution is contemplated, the employer will notify the Association at least thirty (30) days in advance of such substitution, during which time the Association shall have the opportunity to offer suggestions on the proposed carrier substitution.

**ARTICLE IX**

**TUITION REIMBURSEMENT**

The employer will assist employees in staff development and career training deemed appropriate by the Director. To be eligible for tuition reimbursement, an employee must first have obtained the approval of the Director for the course for which tuition reimbursement is sought, prior to the beginning of the course. Before a course is deemed appropriate for reimbursement, an employee must first submit to the Director the basis upon which the course work is related to the employee's responsibilities and skills needed to carry out the employee's job assignment and the Director must concur.

Before the Director can approve reimbursement, a request for reimbursement must be made in writing by the employee and attached to such request must be attached proof of satisfactory completion of the course and evidence of payment. Satisfactory completion means the attainment of a "C" or better. All employees covered through the collective bargaining agreement are eligible for 100% tuition reimbursement except part-time employees.

**ARTICLE X**

**VACANCIES AND TRANSFERS**

## 1. VACANCIES AND PROMOTIONS

Whenever there is a vacancy in a supervisory position for which employees may be eligible, the Director will make such opening known to employees by posting a vacancy notice on the bulletin board for which space has been reserved for the Association. Employees interested in applying for such opportunities for which they feel they are qualified shall make their request in writing to the Director. Present employees shall be given full consideration for appointment to these positions. It shall always be the goal to select the best candidate for the position, but if the Director determines that all factors are equal, the Director shall give preference to a present employee.

## 2. TRANSFERS

Whenever there is a vacancy in an employee position covered by the Order of the Pennsylvania Labor Relations Board referred to under Article I of this Agreement, the Director shall make the opening known to employees by posting a vacancy notice on the bulletin board for which space has been reserved for Association business. Employees interested in transferring to such position shall make their request in writing to the Director. When filling a position for which a present employee has requested a transfer, full consideration shall be given to that employee along with other candidates. It shall always be the goal to select the best candidate for the position, but if the Director determines that all factors are equal, the Director shall give preference to a present employee. The Director has the authority to transfer any current employee to any position for which the Director deems the employee qualified, notwithstanding the fact that the employee has not requested a transfer to such vacancy.

## **ARTICLE XI**

### **PROBATIONARY EMPLOYEES**

An employee shall be considered a probationary employee until he/she is employed for ninety (90) calendar days. The words full-time or part-time employee do not include individuals employed for a specific term, notwithstanding said term exceeds ninety (90) days. After completing a probationary period of ninety (90) days, an employee shall gain seniority status, and his/her seniority date on the seniority list shall revert to the first day of the probationary period. An employee may be discharged during his/her probationary period by the employer in its absolute discretion, and such discharge shall not become the basis for a grievance hereunder by the Association or the discharged employee for any reason. During the probationary period, any time off days must be approved by the Director.

## **ARTICLE XII**

### **ACCESS TO PERSONNEL FILES**

Upon reasonable request, employees shall be given the right to examine the personnel file applicable to them. Employees shall be given a copy of all written reprimands placed in their file and shall be given the opportunity to attach a written response. All adverse or disciplinary materials placed in an employee's personnel file shall be removed after a period of twenty-four (24) months.

## **ARTICLE XIII**

## **MEMBERSHIP DUES DEDUCTION**

The employer shall deduct bi-weekly from the salary of each employee from whom it receives an authorization to do so in a form approved by it, the amount of Association Dues stated in such authorization. A list of the employees from whom such payroll deductions are made and the total dues so deducted shall be forwarded to the Association no later than thirty (30) days after such deductions have been made. The employer will endeavor to show the amount of deduction on each employee's pay stub.

Upon proper authorization from the employee, the school agrees to deduct dues from Association members. The employer will begin deductions from the payroll following receipt of the employee's signed deduction authorization.

## **ARTICLE XIV**

### **SENIORITY**

Seniority is defined as the length of an employee's continuous service with the employer, subject to the provisions of Article XI. Continuous service shall be computed on the basis of elapse time, from the date the employee was first on the payroll as a full-time or regular part-time employee, and during which time the employee's continuous service was not broken for any reason.

If a reduction in force or layoff becomes necessary, employees with the least seniority shall be laid off first, provided the Director determines that the remaining employees are able to perform all of the work the Director deems necessary to be performed. In the event laying off the least senior employee does not result in the remaining employees being capable, in the opinion of the Director, being able to perform all of the said work, the Director shall then recommend reductions and layoffs in a manner which will result in the most senior employees capable of performing all of the said work being retained.

## **ARTICLE XV**

### **NO STRIKE**

In return for the employer's agreement to provide a Grievance Procedure for the settling of disputes that arise under this Agreement, the Association and employees agree that for the duration of this Agreement members of the bargaining unit will not engage in a strike as that term is defined in Section 1101-A of the Public School Code of 1949, as amended. The employer will not engage in a lockout during the duration of this Agreement.

## **ARTICLE XVI**

### **EMPLOYEE GRIEVANCE PROCEDURE**

The parties to this Agreement agree that an orderly and expeditious resolution of grievances is necessary, and for that purpose have provided for this Grievance Procedure. The word grievance is defined under Article 1111 of this Agreement. Grievances shall be processed as follows:

**Step I:** In the event that an employee believes that there is a basis for a grievance, he or she shall first discuss the alleged grievance with his or her immediate supervisor either personally or accompanied by his or her association representative. The purpose of such a meeting shall be to informally resolve the issue.

**Step II:** If the Association is not satisfied with the results of Step I, the Association may file a written grievance within ten (10) scheduled workdays from the time of the alleged grievance with the Director. The Director in consultation with the Superintendent of Record shall review the grievance, shall respond within ten (10) working days from the receipt of the grievance with a written decision in this matter.

**Step III:** If the Association is not satisfied with the decision by the Director, the Association shall within ten (10) scheduled workdays from the receipt of the Director's decision submit the grievance in writing to the Chairperson of the Joint Operating Committee. The Chairperson of the Joint Operating Committee will provide for a hearing before a committee of the Joint Operating Committee appointed by him or her within thirty (30) scheduled working days. The Committee shall within ten (10) scheduled workdays of the hearing, respond with a written decision to the Association.

**Step IV: Binding Arbitration -** If the Association is not satisfied with the decision of the Board Committee in the previous step, the Association may submit the grievance to arbitration within ten (10) scheduled workdays from the date of the decision by the Committee of the Joint Operating Committee. The arbitration hearing shall be held before an arbitrator to be mutually agreed upon by the Association and the employer. In the event agreement is not reached, the arbitrator shall be selected from the list of arbitrators to be provided by the American Arbitration Association in accordance with the rules of said Association which will likewise govern the arbitration proceedings. The employer shall pay the full cost of any charge imposed by the American Arbitration Association for providing a list of proposed arbitrators. Neither the employer nor the Association shall be permitted to assert in such arbitration proceedings any grounds which rely on any evidence not previously disclosed to the other party in the grievance procedure. The parties agree to be bound by the award of the arbitrator and further agree that the fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses shall be borne by the party requiring the testimony of such witness.

The failure of the Association to proceed to any subsequent step of the grievance procedure within the time set forth shall be deemed to be acceptance of the decision previously rendered, and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the employer in any step to communicate its decision to the Association within the specified time limit shall be deemed a denial of the grievance to permit the Association to proceed to any subsequent step. Any waiver of time limits must be in writing signed by both parties.

## **ARTICLE XVII**

### **EMPLOYER GRIEVANCES**

If the employer believes that the Association or any employee is violating the terms of this Agreement, the employer shall submit to the Association in writing the basis upon which the employer believes a grievance exists. The Association and the employer agree to meet to discuss the employer's grievance within ten (10) days of the date the Association receives notice of the employee's grievance and the Association shall respond to the employer's grievance within ten (10) scheduled workdays from the date of such meeting. In the event the employer is not satisfied with the Association's response, the employer may submit the grievance to arbitration within ten (10) scheduled workdays from receipt of the decision from the Association. If the parties cannot agree on an arbitrator to hear said dispute, he or she shall be selected from a list of arbitrators provided by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses shall be borne by the party requiring the testimony of such witness.

## **ARTICLE XVIII**

### **DISCHARGE AND DISCIPLINE**

The employer, under appropriate conditions, shall have the right to discipline or discharge any employee. The employer shall have the right to immediately suspend, or in its discretion discharge, any employee for the following reasons:

1. Gross insubordination.
2. Participating in an unauthorized strike or walkout.
3. Drinking alcoholic beverages or using illegal drugs during working hours, including lunchtime, or being under the influence of alcohol or drugs during work time, including lunchtime.
4. Immoral conduct.
5. Proven theft or dishonesty.
6. Violations of the Public School Code under 24 P.S. 5-514.
7. Unprovoked assault upon an employee or an employer's representative during working hours at any place, or upon the employer's premises at anytime.
8. Conviction of a crime under the Pennsylvania Crimes Code.

Except for situations involving items 3 and 6 above, the Association will be given the opportunity to have one of its representatives discuss the matter with the Director prior to the discharge action being taken.

Except for the reasons listed in the first paragraph of this Article above, the employer shall give at least one written notice before suspending or discharging any employee for any infraction. Warning notices shall remain in effect for a period of twenty-four (24) months following the date on

which a warning notice is issued. Copies of all warning notices and disciplinary letters will be sent to the employee and the Association.

The employee and the Association have the right to submit a written answer to any warning notice, which answer will be kept with the warning notice.

## **ARTICLE XIX**

### **EMPLOYER PREROGATIVES**

The employer hereby retains and reserves all rights and responsibilities vested in it by the laws and the Constitution of the Commonwealth of Pennsylvania and the laws and the Constitution of the United States of America. These rights and responsibilities shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the employer, standards of service, the overall budget, utilization of technology, the organizational structure and the selection and direction of personnel.

## **ARTICLE XX**

### **WAGES**

Employees governed by this Agreement shall be paid the wages during the term of this Agreement as follows:

1. Each member of the bargaining unit who is an employee of the employer on July 1, 2020 will receive a wage increase equal to that of the Pennsylvania Act I Index. However, such wage increase will not be less than 2.2% or greater than 2.8%.

### **NIGHT SHIFT DIFFERENTIAL**

The Joint Operating Committee will pay a Shift Differential Premium to all employees whose regular daily work assignment requires them to work hours that are not within what is commonly referred to as “normal business hours”. If an employee’s workday begins between the hours of 2:00 p.m. and 6:00 a.m., the employee would be eligible for a night shift differential of 50 cents per hour and will be deemed a “night shift” employee. If, at any time during the school year, a “night shift” employee is temporarily assigned to normal business hours, the wages of that employee will be paid at the “night shift” rate.

The provision of this section shall sunset effective with the execution of this Agreement. Current employees who receive the shift differential shall be grandfathered. However, new hires shall receive the regular rate of pay, regardless of what shift they work.

### **YOUTH CLUB ADVISORS**

If a youth club advisor position stated in the teachers Bargaining Unit Contract becomes available because a teacher did not fill the position, such position will be offered to an ESPA member at the same compensation level that is in the teachers Bargaining Union contract.

## **EDUCATION INCENTIVE**

### **DEGREES**

Existing employees who have attained or who do attain degrees will receive a one-time stipend as follows:

Associate Degree	-	\$200.00
Bachelor Degree	-	\$300.00

### **CERTIFICATIONS**

Existing employees who have completed certifications will receive a payment of \$150.00 for each certification subject to the following:

1. The certification is in their trade area.
2. The certification required a minimum of twenty (20 hours of instructional contact time.
3. A maximum of \$450.00 (3 certifications) will be paid.

Employees who have received less than \$450.00 for certifications will receive \$150.00 for each certification subject to the following:

1. The certification is in their trade area.
2. The certification required a minimum of twenty (20) hours of instructional contact time.
3. A maximum of \$450.00 (3 certifications) will be paid.

Employees will be paid \$150.00 for each year when a certification that has been compensated is renewed.

A list of approved certifications will be created jointly by the Administrative Director and the Association President. The list will be reviewed annually and revised based on the recommendation of the trade area Occupational Advisory Committee, Local Advisory Committee or validation by the Bureau of Career and Technical Education. Final approval will be at the discretion of the Director.

Employees may combine certifications that require less than twenty (20) hours of instructional contact time to meet the twenty (20) hour minimum, provided that all certifications are in their trade area.

### **WORK IN A HIGHER CLASSIFICATION**

Any employee assigned to cover a different job which is compensated at a higher rate of pay shall be paid the higher classification rate after three days of performing the duties of the higher classification.

### **OVERTIME**

Existing support staff members will receive overtime for hours worked beyond their regular schedule times. Support staff members hired on or after July 1, 2020 will have a flexible schedule and will not receive overtime. Whenever possible, the employer agrees to give advance notice of a



change in schedule to the support staff personnel.

## **ARTICLE XXI**

### **SEVERABILITY**

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

## **ARTICLE XXII**

### **DURATION**

The Agreement shall become effective on the date governed by Article II hereof, and shall continue in effect until June 30, 2021. This Agreement shall expire on June 30, 2021 unless extended by the parties in writing.

## **ARTICLE XXIII**

### **WAIVER CLAUSE**

This Agreement contains the complete agreement of the parties hereto and the parties waive further bargaining on any matters not set forth herein. This Agreement supersedes any prior agreements and/or understandings that may have existed between the employer and the employees, other than those set forth in this Agreement, including but not restricted to all previous stipulations, past practices or understandings, oral or written which occurred prior to July 1, 1994. Any future modifications, supplementation, variation or addition to this Agreement shall only be binding upon the parties if it is in writing and signed by them.

## **ARTICLE XXIV**

### **RETIREMENT PAYMENT**

Upon the retirement of a member of the Bargaining Unit under the Public School Employees Retirement system, the Employer will make a non-elective contribution to a tax-sheltered annuity plan created by the Employer. The amount of the contribution to be made by the Employer for the term of this Agreement shall be computed as 50% of the employee's per diem pay for unused sick leave with a maximum employer contribution of \$11,000.00. The Employer shall not make any contribution to the 403(b) Plan if the member does not have five years of employment at Central Montco Technical High School.

The Director will provide the Bargaining Unit with a form on which the employee may designate a beneficiary or beneficiaries to receive the benefit of the 403(b) contribution in the event that the unemployment termination is caused by the death of the employee.

## **ARTICLE XXV**

**UNIFORMS FOR INSTRUCTIONAL AIDES**

Instructional Aides employed in areas where, protective clothing or uniforms are necessary, shall receive six (6) uniforms per year, with cleaning service at the expense of the Joint Operating Committee.

**ARTICLE XXVI**

**APPLICABLE LAW**

This Agreement shall be interpreted under the Laws of the Commonwealth of Pennsylvania.

**ARTICLE XXVII**

**NON-DISCRIMINATION**

The parties agree that they will not discriminate against any Employee because of age, sex, sexual orientation, race, color, creed, national origin, religion, union activity, marital status or disability.

IN WITNESS WHEREOF, the Joint Operating Committee has caused this Agreement to be signed by its Chairperson and Secretary, and the Association has caused this Agreement to be signed by its President and Secretary, on the        day of        , 2020.

CENTRAL MONTGOMERY COUNTY  
VOCATIONAL AREA  
TECHNICAL SCHOOL

CENTRAL MONTGOMERY COUNTY  
VOCATIONAL TECHNICAL SCHOOL  
EDUCATIONAL ASSOCIATION  
(ESPA, PSEA/NEA)

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECRETARY