

# JOINT OPERATING COMMITTEE

## MINUTES

JUNE 29, 2021

The virtual meeting was called to order by Eunice Franklin-Becker, Chairperson, at 5:48 p.m. The Pledge of Allegiance was recited.

PRESENT: Chris Epstein  
Eunice Franklin-Becker, Chairperson  
Philip Daniels  
Christopher Jaramillo  
Eric Elvanian  
Alice Budno Hope, Vice Chairperson  
Maggie Philips, Esq., Treasurer

ABSENT: Susan Moore  
Louis Mason

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  
Marilyn Monastero, J.O.C. Secretary  
Mark Fitzgerald, Esq., Solicitor

GUEST: Amy DeLellis

### DIRECTOR'S REPORT

- MOTION:
1. To approve the ESPA contract effective July 1, 2021 through June 30, 2024. (Attachment #1)
  2. To approve the Resolution relative to the capital improvements project. (District Vote 22-0). (Attachment #2)
  3. To accept the resignation of Allison Latzo, Healthcare Sciences Instructor, effective July 1, 2021. (Attachment #3)
  4. To accept the resignation of Richard Roberts, Public Safety Monitor, effective June 11, 2021. (Attachment #4)

Above motions #1 through #4 were moved by Mr. Daniels and seconded by Mr. Elvanian.

Membership Polled.

All in Favor.

Motion Carried.

Mr. Schram thanked the committee for their support.

Meeting adjourned at 5:52 p.m.

Respectfully submitted,

Marilyn Monastero  
Secretary

**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, 2021 through June 30, 2024**

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**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, 2021 and shall continue in full force and in effect until June 30, 2024.

**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	
2021-22	91.0%	9.0%	90.0%	10.0%	89.0%	11.0%
2022-23	90.0%	10.0%	89.0%	11.0%	88.0%	12.0%
2023-24	89.0%	11.0%	88.0%	12.0%	87.0%	13.0%

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 rust 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