

# **AGREEMENT**

BETWEEN THE

**BERKS CAREER AND TECHNOLOGY CENTER JOINT  
OPERATING COMMITTEE**

AND THE

**BERKS CAREER AND TECHNOLOGY CENTER  
EDUCATORS' ASSOCIATION  
(BCTCEA)**

**JULY 1, 2025, UNTIL JUNE 30, 2029**

Berks Career and Technology Center will not discriminate in its employment practices or its educational programs and activities on the basis of race, color, age, creed, religion, gender, sex, sexual orientation, ancestry, domicile, veterans status, national origin, marital status, pregnancy, handicap/disability or genetic information or any other legally protected characteristics in its admission procedures, educational programs and activities or employment practices, as required by the Pennsylvania School Code and related regulations, ADA, Title VI, Title IX, and Section 504 and will provide equal access to the Scouts of America and other designated youth groups. Students are encouraged to consider enrolling in career programs non-traditional to their gender. Berks Career and Technology Center will take steps to assure that the lack of English language skills will not be a barrier to admission and participation in career and technical education programs and will make reasonable accommodations for those with disabilities.

Furthermore, harassment in any form, including bullying, by any individual will not be tolerated. All policies, regulations, and practices of BCTC shall be guided by this statement. Inquiries regarding compliance with Title IX, Section 504 or Title VI should be directed to the Office of the Executive Director at 1057 County Road, Leesport, PA 19533, 610-374-407

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# AGREEMENT

THIS AGREEMENT, entered into this 25<sup>th</sup> day of, June 2025, by and between, the Berks Career and Technology Center Joint Operating Committee, hereinafter called the "Committee," and the Berks Career and Technology Center Educators' Association, hereinafter called the "Association."

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **I. RECOGNITION:**

The Berks Career and Technology Center Joint Operating Committee hereby recognizes the Berks Career and Technology Center Educators' Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board.

## **II. TERM OF AGREEMENT:**

This Agreement shall be effective July 1, 2025, and shall continue in effect until June 30, 2029, subject to both parties right to negotiation over a successor Agreement as provided in Article III. This Agreement shall not be extended orally and is hereby expressly understood that it shall expire on the date indicated, or until such later date as the parties may hereinafter mutually agree in writing.

## **III. NEGOTIATION OF A SUCCESSOR AGREEMENT:**

The parties hereto agree to enter into collective bargaining over a successor Agreement no later than January 10, 2029, and further express their intention of reaching agreement on the terms of Collective Bargaining Agreement which shall be reduced to writing and signed by the parties prior to January 31, 2029, which shall conform to the requirements of Act 195 and/or Act 88.

## **IV. ASSOCIATION RIGHTS AND PRIVILEGES:**

**A. Information:** The Committee agrees to furnish to the Association, in response to reasonable requests from time to time, available information concerning the educational program and the financial status of the Berks Career and Technology Center.

**B. Release Time for Meetings:** Whenever any representative of the Association or any teacher participates or is required during working hours in negotiation, grievance proceedings, (conference or meetings) called by the Committee, Superintendent, or the Pennsylvania Labor Relations Board, they shall suffer no loss in pay.

**C.** Leave for no more than two (2) delegates at one time, for a maximum total of six (6) man days will be granted (without loss of pay) to the Association delegates who attend Association conventions or meetings. Notice will be given to the Executive Director at least one (1) week in advance. The Committee will bill the Association for substitutes required for each day of such leave at the committee established substitute rate.

**V. EMPLOYEE EVALUATION:**

**A. Personnel File:**

1. An employee shall have the right, upon request, to review with the Administration or said designee; the contents of his/her personnel file, provided arrangements have been made in advance with the Administration. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

2. Complaints regarding an employee made to any member of the Administration by any parent, student, or other person which are used in any manner in evaluation shall be promptly investigated and called to the attention of the employee.

**VI. MAINTENANCE OF MEMBERSHIP:**

The Committee agrees that all employees who are presently members of the Association

shall be subject to the "maintenance of membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

**VII. MEMBERSHIP DUES DEDUCTION:**

A. **Deduction from Salary:** The Committee agrees to deduct dues and PACE from the salaries of members of the local association, the Pennsylvania State Education Association, and the National Education Association as said members authorize the Committee to deduct and transmit the monies to the Treasurer of the Association. Deductions will be made in eight (8) equal installments taken from the first pay of each month beginning in October of each year of the contract.

B. **List Submitted to Committee:** No later than September 15, of each contract year, the Association will provide the Committee with a list of employees who have authorized the Committee to deduct dues for the Association and will calculate the deductions for PACE contributions. No additions shall be made to said list after that date. Association agrees to hold Committee harmless for any miscalculations, omissions or errors.

C. **Authorization Cards:** The Committee will honor such authorization cards pursuant to the maintenance of membership agreement, provided, however, that said authorization cards provide for the deduction of the entire amount of dues regardless of the period of employment.

**VIII. NO LOCK OUT NO STRIKE PROVISION:**

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195 and Act 88 of the Public-School Code. As a condition of the various provisions of this agreement to which the parties have agreed, the Committee pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement and the Association pledges that members of the bargaining unit will not engage in a strike (as the term is defined in Act 195 and/or Act 88) during the term of this Agreement.

**IX. WAGES AND SALARY PROVISION:**

A. The parties agree that the wages and salaries shall be determined by a formula which is reflected in Appendix A, made part of this agreement. A Salary Matrix shall be prepared by June 30<sup>th</sup> each year of the contract reflecting the salary increases determined by the terms of this contract, which schedules shall become a part of this agreement.

B. Professional employees shall be remunerated on a twenty-six (26) payment per year schedule with the exception of years in which twenty-seven (27) pays are required due to how the calendar falls to stay on a bi-weekly pay schedule.

C. The Parties agree to the 2025-2026 Salary Matrix as identified in Appendix E.

**X. OTHER EMPLOYEE BENEFITS:**

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Appendix B attached to and made part of this agreement.

Any change in other employee benefits to which the parties may agree conditioned upon a change in the term of this agreement, as provided in Section II, shall be evidenced by a revised Appendix B, which shall be executed by the parties and attached hereto and made a part of this agreement.

**XI. GRIEVANCE PROCEDURE:**

It is in the interest of the general public, and in the interest of the students that both committee and employee serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances, which arise out of the interpretation of this agreement, shall be resolved in accordance with the grievance procedure described in Appendix C, attached hereto and made part of this agreement.

**XII. WORKING HOURS AND CONDITIONS:**

A. The school work year for professional employees shall include a maximum of one hundred ninety (190) days for each contract year of this Agreement. Employees requested by the Administration to work beyond the 190 days per contract year shall be paid at the rate of 1/190 times their annual salary for each day worked.

The number of student (instructional) days and scheduled in-service days shall be reflected in the approved school calendar. Modifications to the approved school calendar may be recommended to the Joint Operating Committee throughout the school year to more accurately reflect the calendars of the member school districts, and to adjust to school closing for inclement weather and/or emergencies.

It is further understood that in addition to the required teaching and in-service days set forth in the school calendar, which may be less than the 190 days noted hereinabove, professional employees may be required to attend school functions and meetings scheduled by the Administration that are necessary for the employee to discharge his/her professional responsibility.

All in-service days and evening functions shall be counted in the total number of work days required to be worked in any contract year, with each evening function counting as one-half( $\frac{1}{2}$ ) of a work day. There will be six evening functions per school year equaling 3 contractual workdays. These functions will be scheduled into the school calendar during the yearly calendar planning process, and approved prior to the start of the new school year by the Joint Operating Committee. Evening dates may be postponed for emergency situations or unknown events (snow, pandemics, etc.). These functions will be generally consistent with BCTC's open houses, teacher conferences, showcase events, and OAC meetings. Administration may change the

name or intent of the event so long as the date is consistent with the school calendar.

**B.** The normal workday shall be 7:30am to 3:15pm, 7 ¼ hours. The day will include a 30- minute duty free lunch. Two days per month there will be up to an additional fifteen (15) minutes added to the workday for faculty meetings. During emergency conditions, the Executive Director (or designee) will determine the dismissal time for staff.

**C.** Summer Curriculum Day- One full summer curriculum day will be included on the school calendar for the purpose of completing curriculum related tasks during the summer months. This day may be used in ½ day increments. The instructor may determine the day(s) worked. The summer curriculum day must fall after the last teacher day of the school year and before the first in-service day of the following school year. Work must be completed in-person at either campus.

Examples of curriculum work that would satisfy this requirement:

- Develop or revise learning guides, scope and sequence, task index, POS crosswalk, common core standards crosswalk, career objective forms and lesson plans.
- Schoology course development.
- Record lessons and create video tutorials.
- Meet with Director of CIA, Reporting Systems Specialist, Curriculum Specialist/WBE Liaison, and/or Instructional Coach.

**D.** First-year teachers shall be required to be present prior to the first work day to complete up to two (2) days of administrative orientation and will be compensated at their per diem rate as regular work days. Additionally, first-year teachers will be required to complete up to thirty (30) additional induction hours of new teacher training as prescribed by their supervisor outside of the school day during their first two (2) years of employment. The induction hours are to be completed prior to the two-year anniversary of the teacher's hire date.

E. Employees shall be required to have his/her classroom prepared and set up for the first student day of school. The Employee shall be required to complete a room preparation form provided by the Administration prior to the first student day of school to ensure that the Employee's room is ready for the start of school.

In the event that circumstances beyond the Employee's control preclude the Employee's classroom from being so prepared (e.g., construction lack of supplies) the effected employee shall not be held responsible for any delay in the startup of the educational program.

**XIII. TRANSFERS AND VACANCIES:**

A. **Request for Transfer:** The request shall set forth the reason(s) for transfer, the school, grade or position sought, and the applicant's qualifications. The Administration shall act upon such request within thirty (30) days after receipt. The criteria for judging the request shall include the teacher's seniority and time of request as well as availability of position requested. The decision of the Administration shall be final.

B. **Posting of Vacancies:** Whenever a vacancy arises, or is anticipated, the Administration shall promptly post an adequate notice of same in both buildings before the position is filled by the Committee on the basis of the experience, competency, and qualifications of the applicant.

**XIV. SUBSTITUTES:**

The substitute shall be properly qualified in the areas where they are substituting. If not, students shall not use or operate equipment. "Properly qualified" shall mean experience in operating machinery.

**XV. PROTECTION OF TEACHERS:**

A. The Committee shall give full support, including legal and other assistance where justified, for any assault upon a teacher while acting in the discharge of his/her duties.

B. Teachers shall immediately report in writing on forms provided cases of assault suffered in connection with their employment.

C. Absence due to physical injury from assault incurred while on duty shall not be charged against sick days. The teacher shall be entitled to the difference in pay between Workers' Compensation and the teacher's per diem rate for the balance of the school term.

**XVI. JUST CAUSE:**

Employees shall not be discharged or disciplinarily suspended without just cause. The Employee must select the method by which he/she wishes to have the determination on the discharge or suspension at the first level (Grievance vs. Local Agency Hearing/Tenure Hearing).

**XVII. MISCELLANEOUS PROVISIONS:**

A. **Savings Clause:** Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the rules, regulations, and/or policies of the Committee in full force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit or condition of employment existing prior to the effective date. It being understood by the parties hereto that nothing herein shall affect the right of the Committee to either change any of the existing rules, regulations, and/or policies now in existence or to make new rules, regulations, and/or policies.


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

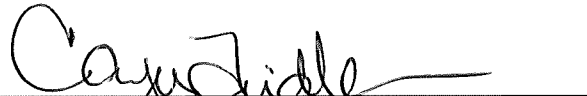
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**SIGNATURES**

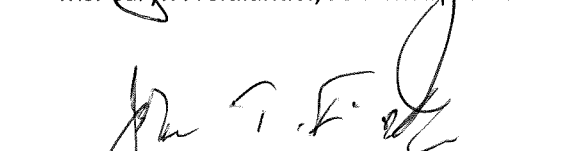
**Berks Carer and Technology Center Education  
Association (BCTCEA)**

**Berks Career and Technology Center Joint  
Operation Committee**

  
Mr. Michael J. Stein, BCTCEA President

  
Ms. Caryn Freidlander, JOC Chairperson

  
Mr. John Leinbach, BCTCEA Treasurer

  
Mr. John Fidler, JOC Secretary

  
Mr. Eric Lynch, BCTCEA Chief Negotiator

  
Mr. Roger Updegrove, Chairperson of  
JOC Negotiations Committee

## **APPENDIX A WAGES AND SALARY PROVISION**

The Salary Matrix (Matrix) for each year of this Agreement shall include nine (9) levels and seventeen (17) steps. The Levels defined on the Matrix in Appendix E shall be maintained for the entire term of this Agreement. The amount of a one level increase, with no Step change, will be the same throughout the Matrix for a given year. The amount of a one Step increase, with no level change, will be the same throughout the Matrix for a given year.

The dollar values of each cell of the BCTCEA Matrix for a given year shall be determined based on the following specific Data Points from the collective bargaining agreements of each of the Center's sending school districts for the same given year.

- The average of the first step of the Bachelors level from the sending districts.
  - This average figure will serve as the Matrix figure for the Level 2, Step 1 cell.
- The average of the last step of Masters/Masters Equivalent level from the sending districts.
  - This average figure will serve as the Matrix figure for the Level 4, Step 17 cell.
- The average of the last step of the final level from the sending districts.
  - This average figure will serve as the Matrix figure for Level 9, Step 17 cell.
- The remaining cells of the Matrix will be backfilled to ensure that a one Level change, without a change in Step, will be the same throughout the Matrix and a one Step change, without a change in Level, will be the same throughout the Matrix.

If a sending district does not have a CBA for a given year as of June 1<sup>st</sup>, then the Data Point figures from the last Salary Matrix of the district's most recently expired CBA shall be utilized in calculating the Data Point average figures for use in the BCTCEA Matrix.

The Salary Matrix agreed to for year one (1) of this Agreement (2025-2026 school year) can be found in Appendix E of this Agreement.

Any discrepancies in the calculation of the Salary Matrix figures for the second through fourth years of this Agreement shall be resolved between the Committee's Director of Finance and PSEA

UniServ Representative.

**A. Placement on Salary Matrix**

During the first year (2025-2026), all members will undergo a reseed year to ultimately be placed on the 2025-2026 Salary Matrix supplied in Appendix E. Final placement on the 2025-2026 Salary Matrix must be completed by July 30, 2025. Any previously earned eligible academically earned undergraduate/graduate credits undeclared by July 30, 2025 will be forfeited and not allowed to be used toward current or future column movement.

The method to place the members on the revised 2025-2026 Salary Matrix in Appendix E will function in the specific order as follows:

**Salary Matrix Level Placement:**

Each member's 2024-2025 salary position will be audited for level placement onto the 2025-2026 Salary Matrix in Appendix E.

- If a member can or must move to a different level due to the restructuring of the Salary Matrix, transcripts shall be required if transcripts in the member's personnel file do not support the new level placement.

It is understood that a professional employee will be placed in the appropriate level for their current certification status. Any previously earned credits are applied to movement to the appropriate level, if the permanent certification is held. If the permanent certification is not held, the credits are reserved and applied to level/column movement on the date which permanent certification is attained.

Any college credits earned will be eligible to be used to advance level movement on the salary schedule with the following exceptions:

1. Any credits previous or currently earned that are counted by an institution towards the completion of a required certification for the professional employee's position are not eligible for level advancement beyond the certification.
2. If multiple certifications are held, the credits earned beyond first certification for additional certifications are eligible towards level movement.
3. If a certification type is only available at a graduate level, the certification credits used toward earning the graduate certification are applicable only toward the certification level. The prerequisite undergraduate credits required for the graduate

certification are eligible for level movement into level G.

Example: School Counselors must earn their certification through a Graduate level Program; to enroll in the certification program the individual must already hold an Undergraduate Degree. Since PDE only recognizes the certification through graduate coursework, the undergraduate degree credits are recognized and applicable toward advancement under the AEUC levels of the matrix.

4. All future credits earned post hire/reseed must follow the Pre-Approval Requirement and Process as outlined in this agreement.

**B. Definition of Academically Earned Credits:**

- “Academically Earned Undergraduate Credits” (AEUC) shall refer to undergraduate post-secondary academic credits.
- “Academically Earned Graduate Credits” (AEGC) shall refer to graduate-level academic credits.

Both; Academically Earned Undergraduate Credits (AEUC) and Academically Earned Graduate Credits (AEGC) must be successfully completed through an institution of higher education recognized by the Pennsylvania Department of Education (PDE), Middle States Commission on Higher Education, or a similarly recognized accrediting agency or association.

These credits must be:

- Earned through formal enrollment in undergraduate or graduate-level courses;
- Completed with a grade of “B” or better (a pass/fail system, is ineligible);
- Documented on an official transcript issued by the institution.

AEUC & AEGC credits are intended to reflect **rigorous, discipline-specific formally assessed learning**, and shall **exclude**:

- Credits awarded through Prior Learning Assessments (PLAs), portfolio evaluations, or life experience.
  - Non-credit certifications or clock-hour equivalencies.
  - Credits purchased or granted without the completion of formal assessment.
- Credits obtained through credit-purchasing models, trade competency credits, experiential learning validation, or honorary designation.

**C. Salary Matrix Step Placement:**

Following level determination, the member will be placed onto the new 2025-2026 Salary Matrix (Appendix E) according to the appropriate step which is closest to the member's (2024-2025) salary plus the equivalent of the 2024-2025 salary increases for on-step and/or step movement. If the closest step on the 2025-2026 Salary Matrix yields a placement which equals less than the member's 2024-2025 salary, plus the equivalent of the 2024-2025 salary increase, a one-time adjustment will be made to equal the defined salary amount.

Determining the 2025-2026 salary increase is determined as follows, if a member's current placement on the 2024-2025 Salary Matrix is on step 20, the member's current salary will be adjusted to reflect an increase of \$1,494, the 2024-2025 Salary Matrix on-step increase amount. If a member's current placement on the 2024-2025 Salary Matrix is on steps 1 through 19, the member's current salary will be adjusted to include the 2024-2025 step movement and on-step increase yielding an increase of \$3,006.

**D. Advancement on the Salary Matrix – Academically Earned Undergraduate/Graduate Credit Courses**

Certified staff members seeking advancement on the Salary Matrix through the completion of AEUC/AEGC courses must follow the established pre-approval process.

**1. Pre-Approval Requirement:**

- a) All AEUC/AEGC credit courses intended for salary advancement must receive prior written approval before the start of the course.
- b) Failure to obtain prior approval may result in the course being ineligible for reimbursement and/or application toward salary matrix advancement.

**2. Pre-Approval Process:**

- a) The employee must complete the official AEUC/AEGC Pre-Approval Form, which includes the course title, institution, number of credits, and a brief explanation of how the course aligns with the employee's current or future professional responsibilities.
- b) The completed form must be submitted to the Human Resources Office for initial review.
- c) Upon review, the form will be forwarded to the Executive Director for final approval.

- d) Employees will receive a formal written response confirming whether the course is approved.
- e) Approval is contingent upon the relevance of the coursework to the employee's current role *or* future employment opportunities at BCTC that require additional certifications or degrees (e.g., Work-Based Education, School Counseling, Administration, etc.).

**3. Reimbursement & Salary Advancement:**

- a) Only pre-approved college credit courses will be considered for tuition reimbursement and advancement on the Salary Matrix.
- b) Upon successful completion of the course, the employee must submit a grade report and proof of payment to the Business Office to receive course reimbursement.
- c) In order to apply for salary advancement, an official transcript must be provided to Human Resources.
- d) Salary advancement will take effect in accordance with the timeline and procedures outlined in the Collective Bargaining Agreement.

**E. Peer Mentor Teachers, CTSO Coordinators and Chaperones**

1. Compensation for Peer Mentor Teachers will be:
  - Mentoring with a first-year teacher: \$500.00 per year and \$250.00 for each additional teacher from the start of the new teacher(s) first day of employment through the end of the school year. The Peer Mentor Teacher will mentor a teacher who begins employment after the start of the school year through the anniversary date of the new teacher.
  - Mentoring with a second-year teacher: \$250.00 per year and \$125.00 for each additional teacher. The Peer Mentor Teacher will mentor the second-year teacher through the second-year anniversary date of the teacher.
2. Compensation for CTSO Coordinators will be \$1,750 per year.
3. Employees who chaperone (other than CTSO Coordinators) overnight on weekends or during the summer shall receive a stipend of \$75 per night subject to administrative guidelines.

## **APPENDIX B OTHER EMPLOYEE BENEFITS**

### **A. INSURANCE**

1. The Committee shall provide a major medical and hospitalization Plan with benefits equivalent to the Berks County School Districts Health Trust (BCSDHT) plan of medical benefits for full-time Employees and qualifying dependents. The Committee reserves the right to secure such a Plan through BCSDHT or any other provider capable of providing an equivalent plan.

2. Health Insurance Co-Premium Payments - Employees shall pay premium share payments to be divided over Employees' twenty-four (24) pays at the annual average dollar amount of premium paid by professional employees in the sending school districts using the following procedure:

a) The premium share percentages of total premium for the professional staff of each sending district shall be compiled. The figures for the sending district with the lowest and the district with the highest percentage of premium share will be dropped from the calculation. The average of the figures for the remaining sending districts will then be calculated. These average figures will serve as the premium share percentage for eligible Association members.

b) Employer shall provide an IRS Section 125 Plan for Employee premium contributions.

3. The Committee shall provide a Vision Plan equal to the Davis Vision (Designer II Plan) for each professional Employee and his or her dependents paying 100% of the premium.

4. The Committee shall provide a Dental Care Plan equal to the Capital Blue Cross Improved Plan 10103 for each professional Employee and dependents paying 100% of the premium

for each Employee and his/her dependents. No riders to the Basic Program will be made available for the employee plan.

5. The Committee shall provide Term Life Insurance in the amount of \$30,000.00 for each professional employee.

6. The Committee shall provide a plan of income protection against accident and sickness providing for up to 66-2/3% of the professional Employee's salary with a maximum benefit of \$3,000.00 per month until age 65 with a 90-day waiting period. The Committee shall pay 100% of the premium.

7. The parties agree that the health insurance benefit waiver policy to be provided under this agreement is accurately reflected in Appendix - D attached to and made a part of this agreement.

**B. TUITION REIMBURSEMENT**

1. Tuition reimbursement for college-level courses will only be provided for credits toward required permanent certification in the following manner:

- a) **Level I PDE Certification:** \$10,000.00 per year
- b) **Level II PDE Certification:** \$7,500.00 per year

Those bargaining unit members who have completed their required Level II certification coursework for their position will be eligible for course reimbursement at the following amounts as long as no permanent certification course reimbursement payment has taken place during the current fiscal year:

- a) 2025 – 2026: \$3,000 per year
- b) 2026 - 2027: \$3,000 per year
- c) 2027 – 2028: \$3,500 per year
- d) 2028 - 2029: \$3,500 per year

All reimbursements will be provided if the following conditions are met:

It is required that these courses receive prior approval by the Executive Director and certified by them that the course is of the type required for more effective teaching or to meet certification requirements. Evidence of said completion of the professional course, with a grade of a B or better is required for reimbursement.

Tuition reimbursement will be made for the purchase of trade competency credits up to a maximum of the yearly maximums set forth above. Any portion of this reimbursement may be obtained in the year when purchased, i.e., when 90 credits have been obtained, or for one year following the year when the credits have been purchased. It being the intention of the parties hereto that the reimbursement for purchased credits be made out of maximums set forth above.

For courses not directly related to the area of employment, reimbursement will be provided if the following conditions are met:

- (1) The courses are part of an approved program leading to one of the following:
  - (a) B.S. Degree in Education
  - (b) Master of Education
  - (c) Certification for a supervisory or administrative position within the Career Center program.

If an employee that has received tuition reimbursement resigns/retires from the employ of the Career Center within one (1) year of receiving said tuition reimbursement, the employee will refund all (100%) of the tuition reimbursement during that time.

If an employee that has received tuition reimbursement resigns/retires from the employ of the Career Center within two (2) years of receiving said tuition reimbursement, the employee will refund half (50%) of the tuition reimbursement during that time.

The start of the tuition reimbursement payback period will be determined by the date the reimbursement was issued by BCTC. The employee will be provided the opportunity to have full repayment, or a portion of the repayment withheld from their remaining paychecks. The employee agrees to submit a reasonable written repayment plan prior to leaving BCTC. This clause only takes effect for tuition monies received following the execution of this contract. Tuition monies that have been received prior to execution of this contract would be governed by the prior contract tuition reimbursement clause.

Tuition reimbursement will occur in the school year in which the course begins. Courses that continue in the summer or cross fiscal school years will be paid from the school year of origin.

**C. LEAVE**

Leave of absence will be granted to teachers who are unable to teach because of personal illness or disability and who have exhausted all sick leave allowance. Such leave of absence is to be without pay for the remainder of the current school year.

During the term of any leaves granted, the Committee shall continue to provide said employee with any fringe benefits available to active employee as surely as though said employee was on active duty.

**D. RETIREMENT-PAY**

Upon retirement into PSERS after ten (10) continuous years of satisfactory service as a professional employee of the Joint Operating Committee, the Employee may elect a retirement pay equivalent to \$100.00 per year for each year of service with a maximum payment of \$2,500.00 or \$30.00 per day for each day of unused sick leave with no maximum payment. It is understood that the Employee is not eligible to receive both retirement pay options.

Upon retirement into PSERS after (20) continuous years of satisfactory service as a professional employee of the Joint Operating Committee, the Employee may elect a retirement pay equivalent to \$100.00 per year for each year of service with a maximum payment of \$2,500.00 or \$40.00 per day for each day of unused sick leave with no maximum payment. It is understood that the Employee is not eligible to receive both retirement pay options.

**E. MILEAGE REIMBURSEMENT**

Mileage reimbursement at the existing IRS allowance shall be provided for professional Employees traveling for school purposes. In the event that the Committee increases the mileage reimbursement for any other group of employees of the Career Center, the Committee agrees to increase the mileage reimbursement provided for under this section to an equal amount.

**F. SAFETY GLASSES**

All safety glasses must be purchased from the BCTC authorized vendor. The vendor will be agreed upon by the administration and the Association. The Committee will pay for the cost of the frames and required prescription lenses for one (1) pair of safety glasses up to a maximum cost of \$200 no more than once every two years.

**G. PERSONAL LEAVE**

Each Employee shall be entitled to two (2) days per year with pay for personal purposes. Those Employees with over three (3) continuous years of service with Committee shall be entitled

to a third personal day. The following conditions shall apply:

(a) No personal days shall be taken on in-service days, during the first five (5) student days, or the last five (5) student days of the school year.

(b) No more than ten percent (10%) of the professional staff in any building shall be off on any day.

(c) Requests for personal leave shall be submitted to the Director or his designated representative within five (5) days in advance of the requested leave day. The requests shall be accepted on a first-come, first-served basis.

(d) Employees may accumulate up to four (4) personal days annually.

(e) Personal days shall be credited at the beginning of each school year.

#### **H. SICK LEAVE**

Follow the School Code. Permit the use of three (3) sick days per year for immediate family illness, non-cumulative. "Immediate family" as defined in the School Code under Sick Leave - Title 24-24PS11-1154.

#### **I. BEREAVEMENT LEAVE**

Follow the School Code. Refer to BCTC Policy for use of additional bereavement days.

#### **J. CERTIFICATIONS**

The OAC will recommend to the Administration those industry certifications that are consistent with regional industry needs and CTE approved program regulations. Once the recommendations are made by OAC and the industry certifications verified by the Administration, employees shall earn and/or maintain those validated industry certifications/credentials. The employee shall be reimbursed for any costs associated with the certification(s), such as course registration and testing fees, travel expenses, etc. With administrative pre- approval, CTE teachers

will be compensated \$50.00 per day to a maximum of five (5) days for completing training necessary for earning and maintaining industry certifications or credentials occurring during the summer break. For purposes of this clause, a day shall be defined as any amount of training during a 24 hour period. Paid employment during the summer as a means of meeting industry certification requirements is excluded from this clause.

## **APPENDIX C**

### **GRIEVANCE PROCEDURE**

The parties to this agreement agree that an orderly and expeditious resolution of grievance arising out of the interpretation of the terms of this agreement shall provide for a five (5) step process which is described in the following paragraphs and the table attached hereto.

**STEP I.** Person, or persons, initiating the alleged grievance shall present the grievance, in writing and on a form provided by the committee, to the applicable Building Administrator within ten (10) working days after its occurrence.

The applicable Building Administrator shall reply to the grievance within five (5) working days after the initial presentation of the grievance.

**STEP II.** If the Action in Step I above fails to resolve this grievance within five (5) working days, to the satisfaction of the affected parties, the grievance shall be referred to the Director, or other designated person.

**STEP III.** If the action in Step II above fails to resolve the grievance, within five (5) working days, to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent and Personnel Committee of the Joint Operating Committee for a conference.

**STEP IV.** If the action in Step III above fails to resolve the grievance within five (5) working days, to the satisfaction of the affected parties, the grievance shall be referred to the Committee at the next regularly scheduled Committee meeting provided it is received 10 days prior to the Committee meeting.

**STEP V.** If the action in Step IV above fails to resolve the grievance to the satisfaction of the affected parties, the Association will have the sole discretion on whether to refer the grievance to binding arbitration as provided in Section 903 of Act 195.

If the grievance fails to meet the criteria of Section 903 of Act 195, the decision of the Committee in Step IV shall be final.

## GRIEVANCE PROCEDURE

### Claims Related to Interpretation of Terms of Agreement

ADMINISTRATION OR COMMITTEE REPRESENTATION	GRIEVANTOR EMPLOYEE ORGANIZATION REPRESENTATION	TIME LIMITS
<b>STEPS</b>		
I. Building Administrator	Grievant, with or without building representative of employee organization	10 working days
II. Director or other designated person (with Assistant Director or others desired)	Grievant and a representative of employee organization	5 working days
III. Superintendent and Personnel Committee of the Joint Operating Committee (with Director or others desired)	Grievant and a representative of employee organization	5 working days
IV. Final decision by the Committee except when the parties to such an agreement are required by Section 903 of Act 195 to go to binding arbitration for resolution of such grievance		At next regularly scheduled Committee meeting or within 15 working days after regularly scheduled meeting in the event that meeting is postponed.
V.	If the action in Step IV above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to binding arbitration within fifteen (15) working days of receipt of a Step IV decision as provided in Section 903 of Act 195.	
	Notice of filing of the grievance and the results of findings of each step shall be given to the employee organization.	

## **APPENDIX D**

### **BENEFIT WAIVER POLICY**

- A.** All eligible full-time employees waiving or reducing medical coverage shall receive annually the following reimbursement:
1. If eligible for family coverage and elect no coverage - 40% of family premium.
  2. If eligible for family coverage and elect two-party - 40% of the difference between family and two-party premium.
  3. If eligible for family coverage and elect single coverage - 40% of the difference between family and single premium.
  4. If eligible for two party coverage and elect no coverage - 40% of two-party premium.
  5. If eligible for two party coverage and elect single coverage - 40% of the difference between two-party and single premium.
  6. If eligible for single coverage and elect no coverage - 40% of single premium.
- B.** To exercise waiver of benefits, an employee must submit a completed Request for Employees Benefit Waiver to the Business Office for review and approval. The waiver must be submitted no later than May 15 for implementation in the following school year. Annually, employees must show proof of insurance through another employer or private means.
- C.** The benefit waiver period begins July 1 of each school year and terminates June 30 of the following year.
- D.** Payment to the employee for waiver or reduction of health benefits will be prorated over the employee's annual pay periods.
- E.** The request to waive health benefits will be ongoing unless discontinued by the employee. Such discontinuance must be done at the end of each benefit period June 30 unless discontinued earlier for emergency situations.
- F.** Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the Business Office. Reinstatement of the affected benefits will occur on the first day of the month following the

date of approval by the insurance carrier. The District shall not be responsible nor liable in any way for treatments or any Employee expenses for health care related items at this time. Reinstatement shall occur only after approval by the District's insurance carrier in accordance with their rules and regulations then in effect.

- G. An emergency is defined as an unforeseen change in an individual's circumstances, such as a death, termination of other coverage, divorce or as defined by the Berks County Schools Health Insurance Consortium plan.
- H. In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health insurance benefits as provided in the Collective Bargaining Agreement.
- I. In no event will the waiver policy be used to circumvent any rights an employee or their dependent may have under any state and/or federal rules, regulations, or law.

**APPENDIX E  
SALARY MATRIX**

**2025-2026 School Year**

Cert/ED Status	Emergency/ Intern	VOC/CTE/ INST/SPEC I	VOC/CTE/ INST/SPEC I + 24 AEGC/+12 AEGC	VOC/CTE/ INST/SPEC II	VOC/CTE/ INST/SPEC II +20 AEGC	VOC/CTE/ INST/SPEC II +40 AEGC	VOC/CTE/ INST/SPEC II +60 AEGC	VOC/CTE/ INST/SPEC II +20 AEGC	VOC/CTE/ INST/SPEC II +40 AEGC
Steps	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	G (7)	H (8)	I (9)
1	\$53,854	\$55,899	\$57,944	\$59,989	\$62,034	\$64,079	\$66,124	\$68,169	\$70,214
2	\$55,776	\$57,821	\$59,866	\$61,911	\$63,956	\$66,001	\$68,046	\$70,091	\$72,136
3	\$57,698	\$59,743	\$61,788	\$63,833	\$65,878	\$67,923	\$69,968	\$72,013	\$74,058
4	\$59,621	\$61,666	\$63,711	\$65,756	\$67,801	\$69,846	\$71,891	\$73,936	\$75,981
5	\$61,543	\$63,588	\$65,633	\$67,678	\$69,723	\$71,768	\$73,813	\$75,858	\$77,903
6	\$63,465	\$65,510	\$67,555	\$69,600	\$71,645	\$73,690	\$75,735	\$77,780	\$79,825
7	\$65,387	\$67,432	\$69,477	\$71,522	\$73,567	\$75,612	\$77,657	\$79,702	\$81,747
8	\$67,309	\$69,354	\$71,399	\$73,444	\$75,489	\$77,534	\$79,579	\$81,624	\$83,669
9	\$69,232	\$71,277	\$73,322	\$75,367	\$77,412	\$79,457	\$81,502	\$83,547	\$85,592
10	\$71,154	\$73,199	\$75,244	\$77,289	\$79,334	\$81,379	\$83,424	\$85,469	\$87,514
11	\$73,076	\$75,121	\$77,166	\$79,211	\$81,256	\$83,301	\$85,346	\$87,391	\$89,436
12	\$74,998	\$77,043	\$79,088	\$81,133	\$83,178	\$85,223	\$87,268	\$89,313	\$91,358
13	\$76,920	\$78,965	\$81,010	\$83,055	\$85,100	\$87,145	\$89,190	\$91,235	\$93,280
14	\$78,842	\$80,887	\$82,932	\$84,977	\$87,022	\$89,067	\$91,112	\$93,157	\$95,202
15	\$80,765	\$82,810	\$84,855	\$86,900	\$88,945	\$90,990	\$93,035	\$95,080	\$97,125
16	\$82,687	\$84,732	\$86,777	\$88,822	\$90,867	\$92,912	\$94,957	\$97,002	\$99,047
17	\$84,609	\$86,654	\$88,699	\$90,744	\$92,789	\$94,834	\$96,879	\$98,924	\$100,969

# Salary Matrix Template

Cert/ED Status	Emergency/ Intern	VOC/CTE/ INST/SPEC I	VOC/CTE/ INST/SPEC I + 24 AEGC/+12 AEGC	VOC/CTE/ INST/SPEC II	VOC/CTE/ INST/SPEC II +20 AEGC	VOC/CTE/ INST/SPEC II +40 AEGC	VOC/CTE/ INST/SPEC II +60 AEGC	VOC/CTE/ INST/SPEC II +20 AEGC	VOC/CTE/ INST/SPEC II +40 AEGC
Steps	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	G (7)	H (8)	I (9)
1		INDICATOR							
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17				INDICATOR					INDICATOR