

**COLLECTIVE BARGAINING
AGREEMENT**

between the

**STEEL VALLEY EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION
ESPA/PSEA/NEA**

and the

**STEEL VALLEY
SCHOOL DISTRICT**

Effective July 1, 2020 through June 30, 2025

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PREAMBLE

This Agreement entered into this 23rd day of January, 2020 by and between the BOARD OF SCHOOL DIRECTORS OF THE STEEL VALLEY SCHOOL DISTRICT, Allegheny County, Pennsylvania, hereinafter called the "Board," and the STEEL VALLEY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, ESPA/PSEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I

RECOGNITION

A. UNIT

The Steel Valley School District Board of School Directors recognizes the Steel Valley Educational Support Personnel Association, ESPA/PSEA/NEA 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. A copy of said determination is attached hereto and made a part hereof, as surely as though the same were set forth herein in length. Any use hereafter of the term "Employee" in this contract shall include all members of the bargaining unit. The word "Board" shall mean the Steel Valley Board of School Directors. The term "Association" shall mean the Steel Valley Educational Support Personnel Association, ESPA/PSEA/NEA."

B. REGULAR FULL-TIME EMPLOYEE - Cafeteria Employees Only

As used throughout this Agreement, regular full-time employee shall mean an employee, hired by the Board action, whose hours of work and days of work are permanent. Thus, all such employees regularly scheduled and who work five (5) hours or more per day, five (5) days per week are regular full-time employees for purposes of this Agreement.

C. REGULAR PART-TIME EMPLOYEE - Cafeteria Employees Only

Regular part-time employee as used in this Agreement shall mean a permanent employee regularly scheduled to work less than five (5) hours per day. Such employee will be entitled to all contractual benefits except health care, life, vision, dental and income protection insurances. However, such employees shall have the option to buy any or all insurances, at group rates, by payroll deduction if acceptable to the carriers

ARTICLE II

NEGOTIATION OF A SUCCESSOR

A. DEADLINE DATE

The parties agree to begin collective bargaining over a successor agreement no later than January 10, 2025. Any agreement so negotiated shall be reduced in writing after ratification by the parties.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

1. GRIEVANCE

A "grievance" is hereby defined as:

A complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

2. AGGRIEVED PERSON

An "aggrieved person" is the person or persons making the complaint.

3. PARTY IN INTEREST

A "party in interest" is the person or persons making the complaint or against whom action might be taken in order to resolve the complaint.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise from the alleged violation, misinterpretation, or misapplication of this Agreement. Both parties agree that every effort will be made to keep these proceedings as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. No grievance shall be filed later than five (5)

working days after the alleged grievance occurred. Failure to comply with the stated time limit, in this ARTICLE, will result in the termination of said grievance. The decision of the last completed level shall prevail.

2. LEVEL ONE - APPROPRIATE SUPERVISOR

An employee with a grievance shall within five (5) working days of its alleged occurrence first discuss it with his/her appropriate supervisor (e.g., Custodian Supervisor, or Food Service Manager), either directly or through the Association's designated representative, at the grievant's option, with the objective of resolving the matter informally.

3. LEVEL TWO (2) - SUPERINTENDENT OR HIS DESIGNEE

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One (1), or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) working days after the decision at Level One (1) or ten (10) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Association shall refer it to the Superintendent or his designee.

4. LEVEL THREE (3) - BOARD OF SCHOOL DIRECTORS

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two (2), or if no decision has been rendered within five (5) working days after the grievance was delivered to the Superintendent, he/she may, within five (5) working days after a decision by the Superintendent or fifteen (15) working days after the grievance was delivered to the Superintendent, whichever is sooner, request

in writing that the Association submit his/her grievance to the Board of School Directors, within ten (10) working days of the next regularly scheduled monthly Board meeting.

5. LEVEL FOUR (4) - ARBITRATION

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three (3), or if no decision has been rendered within ten (10) working days of the last regularly scheduled monthly Board meeting since the grievance was scheduled for presentation to the Board as outlined in Sub-Section C-4 of this ARTICLE, he/she may request in writing that the Association submit his/her grievance to arbitration. If the Association desires, it may submit the grievance to arbitration within five (5) working days after receipt of a request by the aggrieved person.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period of ten (10) working days, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation in the selection of an arbitrator.
- c. The arbitrator shall be selected in accordance with Section 903 Subsection (1) of Act 195.
- d. All costs for services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party

incurring same.

D. RIGHTS OF THE EMPLOYEE TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure, and to state its views. This provision does not include the informal conference.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing, signed by all the grievants, to the Superintendent directly and the processing of such grievance shall be commenced at Level Two (2), and carried forth from that level in accordance with the procedures heretofore stated.

2. WRITTEN DECISIONS

Decisions rendered at Level One (1) which are unsatisfactory to the aggrieved person shall be in writing at the discretion of the appropriate supervisor in the space provided on the grievance form. All decisions rendered at Levels Two (2), Three (3), and Four (4) of the grievance procedure shall be in writing, shall set forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

3. FORMS

Forms for preparing and disposing of grievances shall be prepared jointly by the

Superintendent or his designee and the Association and given appropriate distribution.

4. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest, witnesses, and their designated or selected representatives, heretofore referred to in this ARTICLE. Such meetings or hearings will be scheduled mutually by the Superintendent or his/her designee and the Association president or his/her designee.

ARTICLE IV

RIGHTS OF THE EMPLOYEES

A. JUST CAUSE PROVISION

No employee shall be disciplined, reduced in rank or compensation, or deprived of any advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the adopted grievance procedure.

B. SUSPENSION PAY

In the event that the charges against him/her are dismissed (or found to be in his/her favor), any accrued or deferred earnings will be paid to an employee who was suspended.

C. PERSONNEL FILE

Employees shall have the right to inspect their personnel file and to affix a written statement of disagreement to material in that file. No derogatory material shall be inserted into an employee's file without the employee's knowledge. Further, the School District shall not keep alternate personnel files with differing material.

D. UNSAFE CONDITIONS

The employees will not be required to work under unsafe conditions or to perform tasks which would endanger their health, safety, or well-being. To meet this end, any employee who feels there is an unsafe condition in the School District shall have the right to refuse to perform said tasks and shall report the same promptly in writing to his/her immediate supervisor, the President of the Association, and to the Board Secretary; however, if no other task is available, the employer may send the employee home for the remainder of the day and the employee may grieve. If the grievance is forwarded to arbitration, the arbitrator shall determine whether or not the task the employee refused to perform was, in fact, unsafe rather than awarding the grievance on the

employee's right to refuse to perform the task. The employee cannot take action to prevent other employees from refusing to perform the same task. If, in fact, an unsafe condition does exist, the School District shall take steps to remedy the unsafe condition(s).

E. REQUIRED MEETINGS OR HEARINGS

Whenever an employee is required to appear before the Superintendent, the School Board or any committee thereof where the subject of the appearance shall concern suspension or discharge of the employee or his/her salary or benefits, except where health or safety considerations require immediate action, said employee shall be given prior written notice of the reasons for such meeting and shall be entitled to have representatives of the Association present to advise and represent him/her during such meetings or interviews.

F. CONFIDENTIALITY

If the employer or its agents have cause to reprimand or criticize an employee, it shall be done in a manner so as not to embarrass the employee before other employees or the public. Further, employees shall not embarrass the administration before any other employees or the public.

G. EMPLOYEE OBSERVATION-Custodial Employees Only

All monitoring or observation of the work performance of an employee may be conducted at any time by management. All such monitoring and observation shall be done openly and with full knowledge of the employee. However, nothing herein shall prevent management from conducting "on the spot" evaluations with no prior notice to the employee involved. If an employee is alone in a building, the appropriate representative of the District will attempt to notify the employee that he/she has entered the building.

ARTICLE V

RIGHTS OF THE ASSOCIATION

A. INFORMATION

The Board agrees to make available upon written request of the Association President its public records as may be required by the Association in developing sound recommendations.

B. RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, conferences, or meetings, he/she shall suffer no loss in pay.

C. USE OF SCHOOL BUILDINGS

The Association and its representatives may normally be allowed the use of school buildings for meetings after school hours and on Saturdays and/or Sundays provided there is no interference with school activities. (Arrangements for such meetings shall be made with the Superintendent.)

D. USE OF SCHOOL EQUIPMENT

The Association may have the privilege of use of the School District's designated computers, email, and/or copying machines when such equipment is available and the request for the use has been obtained from the building principal. The Association will pay for the cost of all time, materials and supplies incidental to such use. Equipment and machines shall be operated by appropriate and designated employees.

E. UNIFORMS FOR CAFETERIA WORKERS

The School District shall pay to each cafeteria employee an allowance not to exceed \$150.00 per contract year for the purchase of appropriate uniforms (any color top) and nonslip shoes to be worn during working hours. The School District shall designate the composition of the uniforms, (i.e. type of material, any color and shoes, etc.). Employees may choose either a dress uniform or slack uniform. The School District shall pay within twenty (20) days of receipt of a bill of sale for said uniforms and shoes the actual amount of the receipt or \$150.00 per contract year, whichever is less. No employee will be reimbursed unless the receipt presented describes the uniform items purchased. Cleaning and maintenance of uniforms will be the responsibility of the employee.

F. CLOTHING ALLOWANCE - CUSTODIAL EMPLOYEES

The employer will provide appropriate uniforms which shall be worn while the employee is on duty, beginning with the effective date of this Agreement. Each custodial employee will be provided with at least five (5) sets of uniforms every other year. Each employee responsible for snow removal will be provided a winter coat, hat, gloves, and boots. The employer will designate an official uniform for all personnel. However, employees shall be permitted to request and the employer shall provide uniforms of a non-allergenic material. If such uniform is provided, the employee shall be responsible for the additional cost. Uniforms will be provided on or before November 1 of each school year at no cost to the employee. Cleaning and maintenance of uniforms will be the responsibility of the employee.

ARTICLE VI

HOURS OF WORK

A. WORKDAY

1. Custodial

The normal workday shall be eight (8) or five (5) or more hours of work in a twenty-four (24) hour period. The hours of work shall be consecutive.

2. Cafeteria

The hours of work in the absence of an emergency within a regular workday shall be continuous.

B. WORKWEEK - CUSTODIAL EMPLOYEES ONLY

The normal work pattern shall be five (5) consecutive workdays beginning on the first (1st) day of any seven (7) consecutive day period.

C. WORK YEAR

1. Custodial

The normal work year shall consist of two hundred sixty-one (261) days and shall include thirteen (13) paid holidays.

2. Cafeteria

The work year for cafeteria employees shall be the same for the duration of this contract as was in effect for the preceding work year. Any change or modification from that schedule shall only be done after discussion with the Association and shall not be made for arbitrary or capricious reasons.

D. SCHEDULES - CUSTODIAL EMPLOYEES ONLY

Schedules showing the employees' workdays shall be posted or otherwise made known to the employees in accordance with past practice. Work schedules may be changed at any time in emergency situations in the absence of mutual agreement provided, however, that all such changes shall be subject to consultation with Association's representative. Changes shall not be made for arbitrary or capricious reasons.

E. LUNCH PERIOD - CUSTODIAL EMPLOYEES ONLY

All employees shall have a duty-free paid lunch period of forty-five (45) minutes during the normal workday. Employees may leave the building without requesting permission during their scheduled duty-free paid lunch period; however, on leaving the building, the employees shall punch out on the time clock and punch on the time clock upon returning. If an employee leaves the building, the office should be notified. Where there is more than one (1) custodian on duty, lunch periods shall be staggered to assure building coverage at all times.

F. REPORTING ALLOWANCE

1. Custodial

An employee who is notified to report for work on an unscheduled turn and who does report for work shall be provided with a minimum of four (4) hours of pay, provided the employee works at least four hours. However, if the work to be performed takes two (2) hours or less and there is no other work available, the employee shall be paid a minimum of two (2) hours.

2. Cafeteria

An employee who through no fault of his/her own is not notified at least one (1) hour prior to reporting time that he/she is not to report to work due to the closing of

buildings because of inclement weather and who does report for work shall be provided with a minimum of two (2) hours pay, except that general workers that work the breakfast program shall be provided a minimum of four (4) hours pay. When weather conditions are such that a reasonable man/woman may assume there is a possibility that schools may be closed, it is the duty of the employee to make himself/herself available for notification.

G. ABSENTEEISM

Whenever an employee has just cause for reporting late or absenting himself/herself from work, he/she shall give notice as far in advance as possible to his/her supervisor, or other person designated by the employer to receive such notice.

H. JOB TITLES AND JOB DESCRIPTIONS - CAFETERIA

See Appendix "A."

I. FLEXIBLE INSTRUCTIONAL DAYS

In the event the District implements Flexible Instruction Days for educating students during a school closure, school-year cafeteria employees will be paid in full for the day. The District may require cafeteria employees to complete on-line professional development on these days, not to exceed the regular work hours of the employee.

ARTICLE VII

HOLIDAYS - OVERTIME

A. HOLIDAYS - CUSTODIAL EMPLOYEES ONLY

1. The following days are the thirteen (13) designated paid holidays recognized during the term of this Agreement.

New Year's Day	Independence Day	Christmas Eve Day
Good Friday	Labor Day	Christmas Day
Easter Monday	Thanksgiving Day	Day After Christmas
Picnic Day	Thanksgiving Friday	New Year's Eve Day
Memorial Day	Martin Luther King Day	

2. Holidays - Cafeteria Employees Only - Christmas Day, New Year's Day, Martin Luther King Day, and Thanksgiving Day

B. ELIGIBILITY - CUSTODIAL EMPLOYEES ONLY

1. An eligible employee who does not work on a designated paid holiday shall be paid a straight time workday based on his/her regular daily rate of pay.
2. If an eligible employee works the designated holiday, he/she shall be paid double time and one-half (2-1/2) for all hours worked based on his/her regular rate of pay.
3. If a designated paid holiday falls on a regular day off, the eligible employees shall be given a day off in lieu of the holiday as agreed upon by the District Superintendent and the President of the Association.
4. If an employee who is scheduled to work on a designated holiday fails to report or perform his/her assigned work, he/she shall become ineligible to be paid for the unworked holiday, unless failure to perform his/her work was due to personal illness or because of death in his/her immediate family.

5. An eligible employee is one who is a regular employee hired by Board action covered by the terms of this Agreement and has worked his/her assigned job the day prior to and the day following the designated paid holiday unless he/she failed to work because of personal illness, physical disability, or because of a death in his/her immediate family. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild or near relative who resides in the same household, or any person with whom the employee has made his home.
6. Employees on leave of absence, furloughed employees, and employees on suspension are not eligible to receive the designated holiday pay.
7. If a holiday is scheduled for a student make-up day resulting from a school closure, all eligible employees who are required to work on the holiday shall be provided a floating holiday to be used prior to the start of the following school year.

C. OVERTIME - CUSTODIAL EMPLOYEES ONLY

When an employee is required to work in excess of forty (40) hours in a payroll week as described in the normal work pattern, ARTICLE VI, Section B, the employee shall be compensated for excess hours at the rate of one and one-half (1-1/2) times the regular rate of pay or with mutual consent, provided with compensatory time off at the rate of one and one-half (1-1/2) times the excess hours to be taken within the thirty (30) day period from the date the excess hours are worked. Vacation and holiday time will be counted in the forty (40) hour work week for the purposes of computing overtime.

Overtime assignments: Overtime shall be offered on a seniority basis in the building where overtime is to be worked. The overtime will first be offered to building employees whose

shift immediately precedes the overtime. If no building employee elects or is available for this overtime or if more than one individual is needed, the overtime will be offered to other building employees on a seniority basis. If no one in the building elects to work or is available to work overtime the district shall offer the overtime to other employees on a district wide seniority basis. During the summer months when school is not in session or at any time the work force is working in teams, overtime will be offered on a rotating seniority basis within each work team. If the District determines that the entire work force is one team, the overtime will be offered on a rotating seniority basis district wide.

If the District should err in the offering of overtime as set forth above, the individuals(s) who were not properly offered overtime will be moved to the top of the rotating seniority list for the next available work. If the error is made on a non-rotating seniority basis the individual denied the overtime will be given the opportunity to work such missed time provided overtime is available prior to the end of the contract year.

D. EXISTING PAY FOR EXTRA SERVICE - CAFETERIA EMPLOYEES ONLY

Any employee who works in excess of forty (40) hours per week shall be paid one and one-half (1-1/2) times his/her regular hourly rate for each hour or fraction thereof. This provision shall not apply in those instances where special "District" functions occur in the evening hours after the close of the regular workday. Any employee performing work during these functions shall receive his/her regular hourly rate for each hour or fraction thereof for all work performed, except that employees who do work special functions which occur after school hours shall receive an additional \$.25 per hour premium pay.

ARTICLE VIII

OUTSIDE AGENCY AND CONTRACTING OUT

A. OUTSIDE AGENCY - CAFETERIA EMPLOYEES ONLY

Contracting an outside agency for cafeteria service shall be permitted if such service does not result in a reduction in the number of regular employees or a reduction or modification of working hours of the regular employees. Further, that such agency shall agree to abide by the provisions of this Agreement in regard to all employees.

B. OUTSIDE AGENCY - CUSTODIAL EMPLOYEES ONLY

Contracting an outside agency for custodial, maintenance service shall be permitted if such service does not result in a reduction in the number of regular employees or a reduction or modification of working hours of the regular employees. It is the School District's intention to use its custodial employees when reasonable and practicable for work on the School District's property(ies); however, maintenance and repair work that is beyond the scope of the School District's custodial personnel may be contracted out. Beyond the scope shall mean the lack of technical knowledge and/or the lack of appropriate tools or equipment.

ARTICLE IX

ANNIVERSARY DATES - SENIORITY-FURLOUGH

A. SENIORITY

1. Seniority shall be defined as the length of continuous service in the Steel Valley School District from the date the employee actually begins the performance of job duties. In the event more than one employee begins on the same date, the order of hire, as recorded in the official School Board minutes shall determine seniority.
2. For the purpose of this Agreement, the term seniority means a preferred position for specific purposes which one employee in the Steel Valley School District may have over another employee because of a greater length of continuous service.
3. Seniority shall be deemed terminated in the following circumstances:
 - a. Resignation
 - b. Retirement
 - c. Separation for Just Cause
 - d. Failure to return to work upon expiration of a leave of absence within seven (7) working days
 - e. Failure to return to work within seven (7) working days of the date of mailing a recall notice by certified mail to his/her last known address
4. Continuous Service

Continuous service shall be calculated from the date the employee begins to perform his/her job duties after first employment or reemployment following a break in continuous service. First employment means original date as hired as an employee according to official Board minutes. All prior services with Homestead, Munhall,

and West Homestead School Districts shall be calculated. For the purpose of calculating continuous service effective as of the signing of this Agreement, a list agreed to by the parties is attached hereto and made a part hereof, as surely as though the same were set forth herein in length.

5. Breaking Continuous Service

The following shall constitute a break in continuous service:

- a. Resignation
- b. Retirement
- c. Separation for Just Cause.

6. Seniority Lists

The Board shall make available to the Association an up-to-date list at the start of each school year and at any time during the year that said list may change.

B. FURLOUGHS

1. Furloughs shall be made on the basis of districtwide seniority, within classification, and within groups (Groups being 1. Cafeteria and 2. Custodial).
2. The Board shall notify an employee of its intention to furlough twenty-one (21) calendar days in advance of such furlough or in lieu of notice shall compensate the furloughed employee for fourteen (14) days at the employee's daily rate of pay.
3. Employees who have been furloughed shall:
 - a. Be entitled to three (3) months of coverage, at the District's expense, and then be entitled to remain a member of the District's group hospitalization program through payment of monthly premiums to the District if acceptable to the carrier.

- b. Be given preferential and priority substitute work in the District.
- c. Be recalled for employment in the inverse order of their furlough (i.e., last furloughed, first recalled).

C. VACANCIES - NEW POSITIONS

1. Whenever a vacancy occurs in any existing job or as the result of the development and/or establishment of a new job, a notice of such vacancy(ies) shall be posted for five (5) working days, in each building when such vacancy is to be filled. A substitute may be used to temporarily fill any vacancy for no more than twelve (12) months. Qualifications for the position shall be included on the posting.
2. During this period employees from the same group as the vacant position who wish to bid for the open position(s) may do so. Groups being 1. Cafeteria and 2. Custodial. The bid shall be in writing and shall be submitted to the District Superintendent or his/her designee.
3. The senior qualified employee in the same group as the vacant position shall be awarded the position and shall be given a thirty (30) calendar day period to demonstrate adequate performance. If during said thirty (30) day trial period, work performance is inadequate, the bidder shall return to his/her original position and the job shall be awarded to the next most senior qualified bidder.
4. The Board or Superintendent or his/her designee shall inform, in writing, the Association and the applicants for the vacancy(ies) of the employees selected and the effective date of the assignment no later than three (3) working days after the next Board meeting from the closing date of the bid.

D. JOB REDUCTION OR ELIMINATION OF A POSITION

In the event that a program, job classification, and/or position is eliminated within a given building, then those employees affected shall have the right to replace another employee(s) in any building, within the same classification or lower classification positions with less seniority. Affected employees shall have the same rights granted under this clause. Employees may only replace employees within the same group (Groups being 1. Cafeteria and 2. Custodial).

ARTICLE X

VACATIONS - CUSTODIAL EMPLOYEES ONLY

A. PAID VACATIONS

All employees employed by the School District after July 1, 1987 will be eligible for vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
1 year but less than 2 years	One (1) week
2 years but less than 5 years	Two (2) weeks
5 years but less than 10 years	Three (3) weeks
10 years but less than 15 years	Four (4) weeks
15 years or more	Five (5) weeks

Eligibility for vacation for all employees regardless of start date will be calculated from the time of the employee's actual start date and not the date of hire.

B. SCHEDULING

1. On or promptly after November 1 of each year, each employee entitled, or expected to become entitled to vacation time in the following year will be requested to specify his/her choice of vacation time (but not later than twenty (20) days after receipt of such request). All vacations must be scheduled for an entire work week, except that employees with more than one (1) week of vacation can schedule one (1) week of leave as individual days throughout the year. However, these individual vacation days cannot be scheduled on both a Friday and a Monday in connection with the same Saturday and Sunday weekend.
2. Vacation schedules will be posted during the first week of the vacation year. Vacations will be granted at the times most desired by employees (more senior employees being given preference as to choice). If the School District determines

that an employee cannot take his/her vacation during a week the employee has selected because too many more senior employees have selected the same week, then the employee shall be given the opportunity to select another week.

C. ELIGIBILITY

1. To be eligible for a vacation in any calendar year during the term of this Agreement, the employee(s):
 - a. Must have one (1) year or more of continuous service.
 - b. Must not have been absent from work for six (6) months or more in the preceding calendar year, unless the employee(s) is absent by virtue of using accumulated sick leave.
2. Continuous service, for purposes of vacation eligibility, shall be considered from the actual start date when the employee begins to perform duties as a full-time regular custodial employee, and not the date of hire.
3. An employee, even though otherwise eligible under this Section, forfeits the right to receive vacation benefits if he/she quits or is discharged prior to January 1 of the vacation year.
4. Any employee who is retiring shall receive all accumulated vacation time.
5. In the event of the death of the employee, a lump sum payment equal to all unused vacation time will be paid to his/her beneficiary(ies) so named by the employee and filed in the business office of the School District.

ARTICLE XI

SICK LEAVE - ILLNESS - DISABILITY

A. SICK LEAVE DAYS

On the first day of each school year, each employee shall be credited with ten (10) days sick allowance to be used for absences caused by illness or disability of the employee. The unused portion of such allowance shall accumulate from year to year with no limitation. Absence due to illness and/or disability extending beyond three (3) days shall require a physician's certificate, authenticating such absence.

B. NOTIFICATION OF ACCUMULATED SICK DAYS

Employees shall be given a written account of accumulated sick leave days by October 1 of each contract year.

C. ACCUMULATED SICK LEAVE DAYS

1. CUSTODIANS EMPLOYEES

- a. An employee who is eligible for retirement and notifies the Superintendent of his/her intent thirty (30) days prior to his/her retirement shall receive compensation, equal to the number of unused sick leave days times \$60.00 up to a maximum of 260 days. Part-time custodians receive \$30.00 per day up to a maximum of 260 days.
- b. At the end of each school year, an employee will receive a lump sum payment equal to that year's unused sick leave days times \$35.00. All unused sick leave days shall be cumulative.
- c. In the event of the death of the employee, a lump sum payment equal to all accumulative sick leave days times \$60.00 (\$30.00 for part-time custodians) up to a maximum of 260 days will be paid to his/her beneficiaries so named

by the employee, and filed in the business office of the School District.

2. CAFETERIA EMPLOYEES

- a. At the end of the school year, an employee shall receive a lump sum payment equal to that year's unused sick leave days times the following:
 1. Employees who work four (4) hours or more:
\$35.00 per day up to \$350.00
 2. Employees who work less than four (4) hours:
\$20.00 per day up to \$200.00
- b. The payment for unused sick leave days, not to exceed a maximum of ten (10) sick leave days a year, shall not affect the accumulation of unused sick leave days in Paragraph A.
- c. An employee who is eligible for retirement and notifies the Superintendent of his/her intent thirty (30) days prior to his/her retirement shall receive compensation equal to the number of his/her unused sick leave days times \$60.00 up to a maximum of 260 days for employees who work four (4) or more hours per day and \$30.00 up to a maximum of 260 days for employees who work less than four (4) hours per day. Payment will be in a lump sum.
- d. In the event of the death of the employee, a lump sum payment equal to all accumulated sick leave days \$60.00 up to a maximum of 260 days for employees who work four (4) hours or more per day and \$30.00 up to a maximum of 260 days for employees who work less than four (4) hours per day will be paid to his/her beneficiary(ies) so named by the employee and so filed in the business office of the School District.

D. HOLD HARMLESS CLAUSE FOR PAYMENT OF ACCRUED BENEFITS IN ARTICLE X, PARAGRAPH C (5) AND ARTICLE XI, PARAGRAPH C.1.c AND C.2.d.

The employee for himself/herself and for his/her heir(s), beneficiary(ies), executor(s) or administrator(s) hereby holds the School District harmless from any liability for payment of said accrued sick leave benefits to the said named beneficiary(ies).

ARTICLE XII

TEMPORARY LEAVE OF ABSENCE

A. PERSONAL LEAVE

1. Each regular employee with one (1) or more years of continuous service shall be granted five (5) personal days.
2. The personal days shall be non-cumulative for the term of this Agreement, but any unused personal days at the end of each work year shall be converted to sick days. The employee shall give at least two (2) days' notice prior to the date of such leave, except in cases of emergency. For custodial employees only, no personal leave days shall be authorized for the day before or following a holiday.
3. During the school year, no more than twenty (20%) percent of the custodial employees assigned to each shift shall be granted personal leave on the same day. No more than twenty (20%) percent of cafeteria employees per building shall be granted personal leave on the same day. During the summer vacation, no more than twenty (20%) percent of all regular employees shall be granted personal leave on the same day.

B. SPECIAL LEAVES OF ABSENCE

1. An employee may be granted a leave of absence without pay or fringe benefits for just cause. Such request for said leave, including reason for said leave, must be presented to the Board in writing for approval. This leave is not to exceed two (2) years but with no gain or loss of seniority.
 2. An employee who is a recipient of said leave shall be entitled to remain a member of the School District's group hospitalization program through payment of monthly premiums to the School District by the 15th of the month, if acceptable to the carrier.
-

3. An employee returning from such leave of absence will be granted the appropriate number of sick days and personal days in the amount as pro-rated by the time remaining in the contract year.

C. LEGAL

An employee who is called for jury service or subpoenaed as a witness shall be excused from work for the days on which he/she serves. Such employees shall receive, for each day of service on which he/she otherwise would have worked, the difference between the payment he/she receives for such services and the amount he/she would normally receive had he/she worked. The employee will present proof that he/she did serve or report as a juror or was subpoenaed and reported as a witness and proof of the amount of payment received for such service. This provision shall not apply to labor disputes or cases arising from this Agreement.

D. BEREAVEMENT

Whenever a regular employee shall be absent from work because of death in the immediate family of said employee, there shall be no deduction in the salary of said employee for an absence not in excess of four (4) working days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, or a near relative who resides in the same household, or any person with whom the employee has made his/her home. Whenever a regular employee shall be absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence not in excess of two (2) working days. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

E. TEMPORARY MILITARY LEAVE

The School District agrees to abide by all state and federal regulations dealing with military leave, including National Guard and Reserve units, in regard to payment of salaries and leaves to cover such service.

F. LEAVE OF ABSENCE - PERSONAL ILLNESS OR DISABILITY

1. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available and who has presented a physician's certificate attesting to this illness or disability, shall be granted a leave of absence by the Board without pay for the duration of such illness or disability not to exceed two (2) years, commencing with the first day of leave. Said employee will be required to provide the School District with a physician's certification verifying a continuance of the illness or disability every four (4) months during this leave. Return to work shall be upon certification of the School District's cooperating team of physicians or designated member of this team. The employee shall suffer no loss or gain of seniority for such period of absence.
2. An employee returning from said leave before January 1 of the work year shall receive full benefit of sick and personal days' leave. An employee returning after January 1 of a work year shall be entitled to one-half (1/2) of personal and sick days.

G. FAMILY AND MEDICAL LEAVE ACT

The Association will agree to abide by Board Policy 828 dealing with the Family and Medical Leave Act and any subsequent amendments or revisions of the policy, however reference to school term shall not apply to employees within this bargaining unit and shall be replaced with calendar year.

ARTICLE XIII

INSURANCE PROTECTION INCLUDING RETIREMENT INCENTIVE

A. HEALTH CARE

1. Employees may:

a. Enroll in the applicable classifications (individual, family, etc.) in the Point-of-Service or equivalent program currently offered by the Allegheny County Schools Health Insurance Consortium. During the term of this agreement, should the Allegheny County Schools Health Insurance Consortium replace or supplement the current PPO Program, the Board will provide the new plan if the new plan provides health insurance coverage as good as or better than the plan in effect at a cost savings. Any employee enrolling in the PPO shall, for the life of this collective bargaining agreement, have premiums paid in full by the District. Such coverage shall continue on a twelve (12) month basis from year to year.

2. In the event of two (2) employees of the District are spouses, the District will provide individual coverage to each employee, however, they can elect husband and wife or family coverage as long as one (1) employee is designated as primary and the other employee as dependent.

3. The obligation of the District is to make the required premium payments. Any dispute concerning coverage, eligibility, etc., is governed by the terms of the insurance contract and is to be settled by the employee and the carrier. The District will not be a party to such disputes and will not be liable for any resolution thereof.

4. All custodial employees enrolled in Health and Welfare Benefits (Medical, Dental, and Vision) protection under this collective bargaining agreement shall pay a monthly premium contribution of 5.5% of the premium, not to exceed \$1,000 annually.

5. All cafeteria employees enrolled in Health and Welfare Benefits (Medical, Dental,

and Vision) protection under this collective bargaining agreement shall pay a monthly premium contribution 3.5% of the premium, not to exceed \$650 annually.

6. An employee eligible for and electing not to receive health care insurance coverage benefits in any school year of the Agreement shall be paid 43% of the annual premium for the level of benefits to which the Employee was eligible for each year of such election in lieu of such health care insurance. If both spouses are employees of the school district, then neither employee (spouse) shall be eligible for the health insurance opt-out payment but shall be entitled to one family health plan coverage. Any current spouses that received the opt-out payment provision before the signing of this agreement shall continue to be eligible for the opt-out provision. Only employees eligible for coverage other than single are eligible for this payment. The payment will be made on or about August 1 of the following school year. Employees who opt back into the plan during the year will not be eligible for this payment.

B. DESCRIPTION OF COVERAGE

The Board shall provide to each employee a brochure containing the description of the insurance coverage provided under this ARTICLE, which shall include a clear description of conditions and limits of coverage. This will be done on a one-time basis when an employee is newly hired or when additional coverage or changes in coverage are put into force.

C. LIFE INSURANCE

Cafeteria Employees: The Board shall pay the full cost of:

\$50,000.00 life insurance with an AD&D rider for each employee who works four (4) or more hours per day during the work year.

\$50,000.00 life insurance with an AD&D rider for each employee who works less than four (4) hours per day during the work week.

Custodial Employees: The Board shall pay the full cost of life insurance with an AD&D rider for each employee in the following amount: \$50,000.00.

D. INCOME PROTECTION

The Board shall pay sixty percent (60%) of monthly earnings. The coverage will be for a maximum of two (2) years.

E. DENTAL CARE

Cafeteria Employees: The Board shall provide individual dental insurance as provided with Allegheny County Schools Health Insurance Consortium basic, or their equivalent, subject to the premium share provision in Article XIII Section A5.

Custodial Employees: The Board shall provide the Allegheny County Schools Health Insurance Consortium Dental Insurance Plan or their equivalent, subject to the premium share provision in Article XIII Section A4.

F. VISION CARE

The Board shall provide vision care insurance, subject to the premium share provision in Article XIII Section A4 or A5.

G. HEALTH SERVICES

The Board shall, at the request of any employec, provide without cost to the employee, an annual medical examination by the school physician. Any medical examination and/or test required by the School District shall be paid for by the School District. In addition, any immunization shots requested by the school physician shall be made available free of charge through the school physician.

H. Upon retirement from the Pennsylvania Public School Employees Retirement

System, a member of this unit may choose to purchase the Allegheny County Schools Health Insurance Consortium basic plan or the equivalent, Dental insurance, Vision insurance, and Life insurance, at no cost to the School District, if permitted by the insurance carrier.

I. RETIREMENT BONUS -Custodial and Cafeteria Employees

Upon retirement custodial/cafeteria bargaining unit employees shall be entitled to paid individual hospitalization, dental and vision for a period of three (3) years from date of retirement with an additional one-time incentive payment as stated below, provided years of service have been continuous, excepting that a period of layoff (i.e. furlough) shall not be counted as a break in service, and have been provided to Steel Valley School District. District shall pay for said hospitalization for the PPO plan or any plan replacing PPO, provided employee is not eligible for Medicare.

10-15 years of service	\$6,000
16-19 years of service	\$8,000
20 or more years of service	\$10,000

ARTICLE XIV

COMPENSATION

A. WAGE INCREASES

The starting hourly rate for any new employee will be \$13.00 beginning July 1, 2020, \$13.50 beginning July 1, 2022, and \$14.00 beginning July 1, 2023. No employee shall be paid less than the starting hourly rate.

On July 1 of each year, employees shall receive hourly wage increases as indicated in the table below:

Year	Custodial	Cafeteria
2020-2021	\$1.65	\$1.65
2021-2022	\$0.73	\$0.73
2022-2023	\$0.76	\$0.76
2023-2024	\$0.79	\$0.79
2024-2025	\$0.82	\$0.82

The School District shall be permitted to have a maximum of three (3) four hour cleaners in its employ at one time.

Probationary employees shall receive during the period of probation 90% of the base hourly rate for employees hired after the effective date of this agreement, or 100% of the substitute rate, whichever is higher.

SHIFT DIFFERENTIAL

Cafeteria

If shifts other than shifts in work schedules presently in force are put into force, shift differential will be instituted. The hourly salary differential would be no less than \$.20 per hour for shift differential.

Custodial

Those employees required to work the second shift will receive \$.15 more per hour and

those employees required to work the third shift will receive \$.20 more per hour.

C. METHOD OF PAYMENT

Cafeteria: The method of payment of wages shall be the same as has been the past practice of the School District.

Custodial:

Twenty-six (26) bi-weekly payments continuing throughout the calendar year. The method of payment of wages shall be by automatic deposit (or direct deposit as it may be referred to from time to time) into the checking or savings account designated by the employee, in writing, and filed with the District business office.

D. CAFETERIA EMPLOYEES ONLY

Permanent employees who are asked to perform work of a higher pay classification shall be paid the higher rate of pay for all hours so worked.

When a cafeteria employee is absent for the day and the District does not provide a substitute, the remaining employees in that cafeteria shall be paid for any additional time resulting from the lack of a substitute.

E. PROBATIONARY PERIOD

All newly hired employees shall be subject to a probationary period of ninety (90) calendar days. Probationary employees shall be eligible for fringe benefits on the ninety-first (91st) calendar day at the expiration of the probationary period. On the ninety-first (91st) calendar day, if retained by the School District, said employee shall become a regular employee and shall be entitled to seniority credit to the date the employee actually begins the performance of the job; provided, however, that should a probationary employee miss any scheduled working days during said probationary period due to illness or disability, said probationary period shall be extended to an

amount equal to the number of days lost due to said illness or disability. The Board reserves the exclusive right to terminate the employment of a probationary employee during the probationary period for whatever cause the Board deems justified. The grievance procedure as hereto set forth is not applicable to probationary employees during the probationary period. Probationary employees' rate of compensation shall be ninety (90%) percent of the existing rate schedule, or 100% of the substitute rate, whichever is higher.

F. MILEAGE REIMBURSEMENT

Any employee who must use and is directed by the School District to use private means of transportation to accomplish his/her scheduled work will be reimbursed for such necessary travel at the approved IRS mileage reimbursement rate. (Any such travel must be pre-approved by the Superintendent or his/her designee.)

G. LONGEVITY INCREMENT

In addition to the salary as provided in this Article, Employees shall receive a longevity payment as an increase to base salary. Any Employee who has continuously served at least ten (10) years but not more than twenty (20) years with the School District shall receive an additional one-time payment of \$500 that will remain part of base salary until a higher longevity payment is achieved. Any Employee who has continuously served at least twenty (20) years but not more than twenty-five (25) years with the School District shall receive an additional one-time payment of \$1,500 that will remain part of base salary until a higher longevity payment is achieved. Any Employee who has continuously served at least twenty-five (25) years with the School District shall receive an additional payment of \$2,500 that will remain part of base salary. For eligible employees whose applicable years of service completion date falls between June 1 and November 30, the longevity payment will be included in the first paycheck in December.

For eligible employees whose applicable years of service completion date falls between December 1 and May 31, the longevity payment will be included in the first paycheck in June.

ARTICLE XV

MAINTENANCE OF MEMBERSHIP

A. MAINTENANCE OF MEMBERSHIP PROVISION

The Board agrees that all employees who are presently members of the Steel Valley Educational Support Personnel Association, ESPA/PSEA/NEA in the future shall be subject to the "Maintenance of Membership" provision as defined in Article III, Sub-Section 18 of the Public Employee Relations Act, Act 195.

ARTICLE XVI

MEMBERSHIP DUES DEDUCTIONS

A. DEDUCTION FROM SALARY

The Board agrees to deduct dues from the salaries of members of the Steel Valley Educational Support Personnel Association, ESPA/PSEA/NEA as said members authorize the Board to deduct and transmit the monies by check promptly to the Steel Valley Educational Support Personnel Association, ESPA/PSEA/NEA.

- I. Successive equal monthly installment deductions referred to in Paragraph A above will be made in twenty (20) successive equal installments as practicable during the school year for cafeteria employees and twenty-six 26 successive equal installments for custodial employees during the school year.

B. LIST SUPPLIED TO BOARD

No later than September 30th of each school year, the Steel Valley Educational Support Personnel Association, ESPA/PSEA/NEA will provide the Board with a list of those employees who have authorized the Board to deduct dues for the Association in Paragraph A as above.

C. AUTHORIZATION CARDS

The Board will honor such authorization cards pursuant to the Maintenance of Membership Agreement.

(Sample)

PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize _____ successive equal deductions from my pay for dues for (Name). This authorization will remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the Collective Bargaining Agreement in effect on this date.

DATE: _____ SIGNATURE: _____

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unconstitutional, such invalidity, illegality, or unconstitutionality shall not affect the remaining provisions of this Agreement. The Association and the School District shall meet and discuss within thirty (30) days of said declaration of invalidity or illegality to determine if rewriting, revision, or procedural change can make said provision legal.

B. PRINTING AGREEMENT

1. Copies of this Agreement shall be prepared within thirty (30) days after the Agreement is signed. The expenses for the duplication of the Agreement will be shared equally by the Board and the Association.
2. The Agreement shall be presented, by the Association, to all employees now employed and hereafter employed.
3. A list of new employees employed by the School District will be furnished to the Association by August 15 of each year, with an up-date by September 1 as time may warrant.

C. FAIR EMPLOYMENT

The Board and the Association agree that the provisions of this Agreement shall be applied to all employees without regard to race, creed, color, religion, national origin, sex, age, handicap, or political activities.

D. NO STRIKE. NO LOCKOUT

As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit who are also members of the Association will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

E. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement, other than as modified by Paragraph A of this ARTICLE.

F. MANAGEMENT CLAUSE

The Board reserves the exclusive right to manage the business and plants of the School District and to select and direct the personnel. The Board in the exercise of these rights shall observe the provisions of this Agreement.

G. NOTICE

When notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter at the following addresses:

ASSOCIATION TO THE BOARD:

Steel Valley School District
Administration Building
East Oliver Road
Munhall, Pennsylvania 15120

ARTICLE XVIII

DURATION OF AGREEMENT

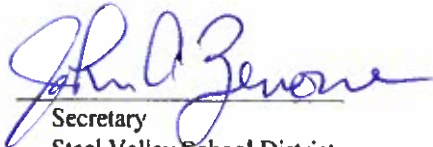
A. EFFECTIVE DATE

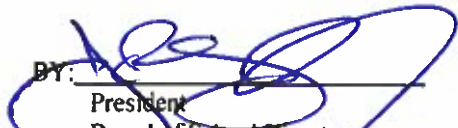
This Agreement shall be effective as of July 1, 2020, and shall continue in effect until June 30, 2025.

IN WITNESS WHEREOF, this day of, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested to by its Interim Secretary and its corporate seal to be placed hereon.

ATTEST:

STEEL VALLEY SCHOOL DISTRICT¹

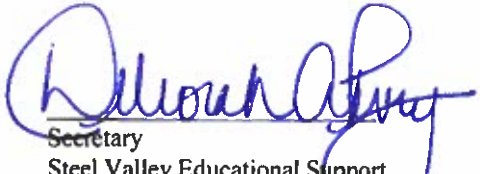

Secretary
Steel Valley School District

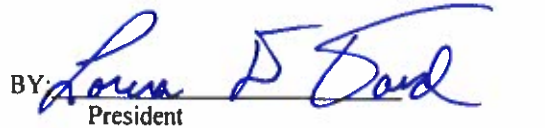
BY: 
President
Board of School Directors
Steel Valley School District

(SEAL)

ATTEST:

STEEL VALLEY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, ESPA/PSEA/NEA


Secretary
Steel Valley Educational Support
Personnel Association, ESPA/PSEA/NEA

BY: 
President
Steel Valley Educational Support
Personnel Association, ESPA/PSEA/NEA

BOARD TO THE ASSOCIATION:
STEEL VALLEY EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION, ESPA/PSEA/NEA
10 S. 19th St.
Pittsburgh, PA 15203

- H. Cafeteria workers will not mop floors.**

APPENDIX A

JOB TITLES AND JOB DESCRIPTIONS

A. CAFETERIA WORKERS

1. General Qualifications

- a. Every worker shall be clean, well-groomed, pleasant, cheerful, direct, alert, and interested in students' well-being.
- b. Every worker shall be in good physical condition who will feel a responsibility for the cafeteria.
- c. All cafeteria workers shall be under the direct supervision of the Cafeteria Manager or the Head Cook in the building to which they are assigned.
- d. Work hours shall be arranged by the Manager-Food Service and shall be subject to the daily responsibilities of all cafeteria help.

B. COOK

1. General Duties

- a. Have full responsibility of the Cooking Department including preparation and packing of quality foods for Satellite lunches when required.
- b. Prepare the main meal.
- c. Plan work duties.
- d. Be responsible for care and cleaning of equipment and reporting needed maintenance.
- e. Assign duties to General Workers.
- f. Complete food records.
- g. Set up clean-up procedure.
- h. Dispose of leftovers in proper manner.
- i. Prepare for the following day.
- j. Make food preparation for banquets and special events.

-
- k. Familiarize self with U.S.D.A. Buying Guide so as to meet the Type A requirements by the State Department.
 - l. Carry out other duties assigned by Cafeteria Manager and/or Food Service Manager.

D. GENERAL CAFETERIA WORKERS

1. General Duties

- a. Assist in lunch line preparation.
 - (1) Prepare and dish desserts and salads.
 - (2) Serve on counter.
 - (3) Clean vegetables.
 - (4) Cut butter.
- b. Assist in the dish room.
 - (1) Clean and wash dishes and silver.
 - (2) Replace utensils on counter.
 - (3) Clean up in dish room.
- c. Perform general cleaning in kitchen.
- d. Cashier as directed by Cafeteria Manager and/or Food Service Manager.
- e. Carry out other duties assigned by Cafeteria Manager and/or Food Service Manager.

E. CLASSIFICATION OF CAFETERIA EMPLOYEES

1. Cook

2. General Worker

This classification includes employees performing the duties of cashier, salad, sandwich, dishwasher, cook's helper; regardless of the school cafeteria to which they are assigned. These duties are included under the classification of General Cafeteria Workers.