

AGREEMENT BETWEEN THE  
STEEL VALLEY SECRETARIAL/AIDE  
EDUCATION SUPPORT PROFESSIONALS  
ESP/PSEA/NEA

AND THE

BOARD OF SCHOOL DIRECTORS  
OF THE  
STEEL VALLEY SCHOOL DISTRICT

EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2025

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**PREAMBLE**

This Agreement entered into this 23<sup>rd</sup> 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 Secretarial/Aide Education Support Professionals, ESP/PSEA/NEA hereinafter called the "Association".

**WITNESSETH:**

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

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

## **ARTICLE I - RECOGNITION**

### **UNIT**

The Steel Valley School District Board of School Directors recognizes the Steel Valley Secretarial/Aide Education Support Professionals, ESP/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 Secretarial/Aide Education Support Professionals, ESP/PSEA/NEA.

## **ARTICLE II - NEGOTIATION OF A SUCCESSOR AGREEMENT**

### **A. DEADLINE DATE**

The parties agree to begin collective bargaining over a successor Agreement no later than January 11, 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 PROCEDURES

### 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; 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.

**Year End Grievances** - In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. If during the pendency of a grievance the employee is no longer an employee of the District, the grievance shall be dismissed at

the discretion of the Association.

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, 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 – Superintendent or His/Her Designee**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) working days after the decision at Level One 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/her designee.

4. **Level Three - Board of School Directors**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) working days after the grievance was delivered to the Superintendent or designee, he may, within five (5) working days after a decision by the Superintendent or designee or fifteen (15) working days after the grievance was delivered to the Superintendent or designee, whichever is sooner, request in writing that the Association submit its grievance to the Board of School Directors

5. **Level Four - Arbitration**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, 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 may request in writing that the Association submit its 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) 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**

**Employee and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself, 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 and to state its views at all stages of the grievance procedure.

**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 grievants, to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance even though some of the aggrieved persons do not wish to do so.

**2. Written Decisions**

Decisions rendered at Level One 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, Three, and Four 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. Separate Group Grievance File**

All documents, communications, and records dealing with the processing of a group grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

**4. Forms**

Forms for preparing and disposing of grievances shall be prepared jointly by the Superintendent or his/her designee and the Association and given appropriate distribution.



5. **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 or discharged 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**

Any accrued or deferred earnings will be paid to an employee who is suspended pending charges. Such earnings will be paid within 30 days, provide all liabilities to the District are satisfied at that time.

### **C. SCOPE OF RESPONSIBILITY**

No secretarial/aide employee shall be required to assume or perform the responsibilities of a professional or confidential employee. Excluding the Health Aide(s), no secretary/aide shall be required to provide medication to students.

### **D. REQUIRED MEETINGS OR HEARINGS**

Whenever any Employee is required to appear before the Superintendent, Board Secretary, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he shall be given twenty-four (24) hours prior notice of the reasons for such meeting or interview unless the exigencies of the situation require sooner action and shall be entitled to have a meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him and represent him during such meeting or interview. Nothing herein shall prevent the District from conducting an immediate investigation, including interviewing any employee involved immediately so as to ascertain the facts of the incident.

### **E. 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 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 with pay 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). Should the employee be attacked and/or hurt by an individual(s) while at work, the employee may be compelled to file charges and pursue a criminal complaint against the individual. In the event of such a situation, the District agrees to represent the employee in any and all court actions and to absorb any related costs, including but not limited to court costs, attorney fees and/or lost time.

**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. 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. The involved employee will receive a dated copy of any material added to his/her personnel file regarding job performance. Further, the School District shall not keep alternate personnel files with differing material.

**H. COMPLAINTS**

The employee shall be notified if anything is placed in their personnel file as a result of a complaint.

**I. NOTIFICATION OF ASSIGNMENT**

A tentative assignment for all aides, indicating building assignment, grade level assignment, and subject or subjects assigned shall be sent to all aides one day before the first teacher work day, unless prevented by situations or circumstances that prohibit or prevent the school district from providing said notice. This notice shall also contain salary and benefit information.

## **ARTICLE V - RIGHTS OF THE ASSOCIATION**

### **A. INFORMATION**

The Board agrees to furnish upon request such financial and personnel data as may be required by the Association in developing sound recommendations. Any reasonable information which may be necessary for the Association to process any grievance shall be made available by the Board.

### **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, grievance procedures, conferences, or meetings, he shall suffer no loss in pay. The employer will endeavor to schedule such meetings outside of the normal instructional day for students.

### **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 during In-Service days as provided there is no interference with school activities. (Arrangements for such meetings shall be made with the Building Principal.)

### **D. USE OF SCHOOL EQUIPMENT**

The Association may have the privilege of use of the School District's copy machines, bulletin boards, computers and/or technical/office equipment 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 materials and supplies incidental to such use.

### **E. RELEASE TIME**

The Board may permit the President of the Association, or his/her designee, four (4) unpaid working days of his/her choice, per year, to carry out Association business. The School District will pay the President's salary and, in turn, will be reimbursed in total by the SVESP for this amount. In the event monies are owed to the School District by the SVESP at the time of the President's last pay check of the year, the amount owed by the District shall be deducted from his/her last pay check.

### **F. ORIENTATION PROGRAM**

The Association shall be allowed one hour on the agenda of the Orientation Program for new employees to explain services available through the Association. The Association shall also maintain a place on the agenda of the first General Meeting of all employees at the opening of school.

**G. DISCUSSION OF AGREEMENT**

By request of the Association President or the Superintendent, conferences shall be scheduled to review and discuss current school problems and the administration of the Agreement.

**H. BOARD MINUTES**

The President of the Association shall be given access to and shall be permitted to make a copy of the minutes of all Board Meetings, no later than the time said minutes have been approved by members of the Board.

**I. MAIL FACILITIES**

The Association shall be allowed the use of school mail boxes provided it does not interfere with regular school mail.

## ARTICLE VI - VANDALISM

### A. REIMBURSEMENT

The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property of the employee while on duty in the school, on the school premises, or on a school-sponsored activity, provided the item was damaged through no fault of the employee.

### B. REASONABLE FORCE

An employee may use such reasonable force as is necessary to protect the employee from attack or to prevent injury to another employee or student and to maintain discipline while carrying out the employee's duties.

### C. ASSAULT

When absence arises out of or from such assault or injury, upon certification by the school physician, the school employee shall not forfeit any sick leave or personal leave for a period of two (2) years.

### D. REPORTING ASSAULT

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor as soon as possible.

### E. TRAINING

The District will provide all employees with CPR training every two years. The District will provide all employees who have direct interaction with students Crisis Prevention Intervention training. All training will be provided at District expense on a schedule as required by the certifying agencies. New employees will receive Crisis Prevention Intervention training within thirty (30) calendar days of commencement of work, and will receive CPR training within ninety (90) calendar days of commencement of work.

## **ARTICLE VII - EMPLOYEE WORK YEAR**

### **A. WORK YEAR – SECRETARIES**

1. Secretaries will work a twelve (12) month year and follow the school calendar, but will not work when both students and teachers are not present during the school term.
2. If any new positions are added to the bargaining unit which currently exist in the District fewer than twelve (12) months, the individual in such positions shall continue working the same number of months and shall work according to the above paragraph.

### **B. WORK YEAR - AIDES**

1. Paraprofessionals will work a teacher school year.
2. Cafeteria/Copy Aides will work a student school year.
3. Security Aides will work a student school year.
4. Substitute Caller Aide will work a calendar year.
5. Residence Checker Aide will work a calendar year.
6. Health Care Aide will work a student school year.

## **ARTICLE VIII - WORK DAY AND WORK LOAD**

### **A. LENGTH OF DAY - SECRETARIES**

A normal workday for secretaries shall consist of eight (8) hours per day within the normal school day operating hours of the building, as set by the Board of School Directors. The District may employ less than full-time secretaries, with compensation and benefits prorated.

### **B. LENGTH OF DAY - AIDES**

The normal workday for aides shall be as follows within the normal school day operating hours of the building, as set by the Board of School Directors:

1. Paraprofessionals - seven and one-half (7 1/2) hours per day. Any paraprofessional who is required to complete documentation for Access Billing will be provided thirty (30) minutes each week for such work, scheduled during the seven and one-half (7 1/2) hour work day at the discretion of the administration.
2. Cafeteria/Copy Aides - two to four (2-4) hours per day.
3. Security Aides - three and one-half (3 1/2) hours per day.
4. Substitute Caller Aide – five (5) hours per day during the teacher work year and two (2) hours per weekday, excluding holidays, at all other times not subject to operating hours.
5. Residence Checker Aide – eight (8) hours per day during the calendar year not subject to operating hours.
6. Health Care Aide – four (4) hours per day during the student school year.

### **C. HOURS OF OPERATION**

The Board of School Directors shall set the hours of operation for each building. The hours of operation in each building need not be the same but shall not exceed 7:00 AM through 4:30 PM in the High School and 7:00 AM through 4:00 PM in the Elementary Schools. The District may set different hours for different employees within the same building. The Board may designate postings for new positions and vacancies as “second-shift” with non-standard hours, but no incumbent employees may be involuntarily transferred into such a position.

### **D. EXTRA PAY FOR EXTRA SERVICE**

When an employee is required to work in excess of eight (8) hours per day or forty (40) hours in a payroll week, 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 three hundred sixty-five (365) day period from the date the excess hours are worked. There shall be no pyramiding of



overtime for excess hours when they constitute both an excess of eight (8) hours in one day and forty (40) hours in one week.

**E. LUNCH PERIODS**

1. All secretaries shall have a daily duty-free lunch period of 50 minutes per day during the normal workday as assigned by the Building Administrator.
2. All paraprofessionals who work more than five (5) hours per day shall have a daily duty-free paid lunch period of thirty (30) minutes per day during the normal workday.
3. Employees may leave the building without requesting permission during their scheduled duty-free lunch period. However, on leaving and returning to the building, the employee shall report such to the office. In the event of compelling circumstances, the principal/supervisor may require the employees to remain in the building during their duty-free lunch periods.

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**F. FLEXIBLE INSTRUCTION DAYS**

In the event the District implements Flexible Instruction Days for educating students during a school closure, school-year paraprofessional employees will complete on-line professional development designated by the District and will be paid in full for the day.

## **ARTICLE IX - COMPENSATIONS**

### **A. SALARY SCHEDULE-WAGES-SECRETARIES**

1. All secretarial employees shall receive annual salary increases in the amount of \$3,744 on July 1, 2020, \$1,410 on July 1, 2021, \$1,466 on July 1, 2022, \$1,525 on July 1, 2023, and \$1,586 on July 1, 2024.
2. In the year 2020-2021, salaries for vacant positions or newly created positions shall be no less than \$22,248. In the year 2021-2022, salaries for vacant positions or newly created positions shall be no less than \$23,676. In the year 2022-2023, salaries for vacant positions or newly created positions shall be no less than \$24,924. In the year 2023-2024, salaries for vacant positions or newly created positions shall be no less than \$26,172. In the year 2024-2025, salaries for vacant positions or newly created positions shall be no less than \$27,420.
3. Current employees may bid for all such vacant or newly created positions in accordance with Article X hereof.

### **B. SALARY SCHEDULE-WAGES-AIDES**

All aides shall receive annual hourly rate increases of \$1.50 per hour on July 1, 2020, \$0.68 on July 1, 2021, \$0.71 on July 1, 2022, \$0.73 on July 1, 2023, and \$0.76 on July 1, 2024. Highly qualified aides shall receive an additional \$1.50/hour over and above their current rate.

In the year 2020-2021, wages for vacant positions or newly created positions shall be \$10.70/hour or minimum wage, whichever is greater. In the year 2021-2022, wages for vacant positions or newly created positions shall be \$11.30/hour or minimum wage, whichever is greater. In the year 2022-2023, wages for vacant positions or newly created positions shall be \$11.90/hour or minimum wage, whichever is greater. In the year 2023-2024, wages for vacant positions or newly created positions shall be \$12.50/hour or minimum wage, whichever is greater. In the year 2024-2025, wages for vacant positions or newly created positions shall be \$13.10/hour or minimum wage, whichever is greater.

### **C. ANNIVERSARY DATE OF EMPLOYMENT - SECRETARIES**

Anniversary date as used in this Agreement shall apply only to vacations.

### **D. METHOD OF PAYMENT**

1. Secretaries and calendar year aides shall receive compensation payments in twenty-six (26) bi-weekly payments continuing throughout the school year.

2. School Year Aides shall receive compensation payments in twenty-two (22) or twenty-six (26) bi-weekly payments continuing throughout the school year.
3. 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.

**E. 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.

**F. PAID VACATIONS – SECRETARIES/12-MONTH AIDES**

1. Vacation leave based on service is as follows:
  - a. One year from the anniversary date of employment -one (1) week of vacation.
  - b. Two years from the anniversary of the date of employment - two (2) weeks.
  - c. Four years from the anniversary of the date of employment - three (3) weeks.
  - d. Ten years from the anniversary of the date of employment - four (4) weeks.
  - e. Fifteen years from the anniversary date of employment – five (5) weeks
2. Vacations will, as far as possible, be granted at times most desired by employees (longer service employees being given preference as to choice) but the final right to allot vacation periods, and the right to change such allotments, are exclusively reserved to the Board in order to insure the orderly operation of the School District.
3. **Unused vacation time.** At the end of each year, the employee may accumulate up to one-half of their vacation entitlement for that year. If such accumulated vacation time is not used by the end of the next year, it shall be forfeited. By

mutual consent of the employee and employer, the employee may be paid for such accumulated vacation. All vacation time accumulated prior to the date of the agreement shall be preserved; however, such previously accumulated vacation may be taken or "cashed in" at a rate no more than four weeks in any one year, except when done in conjunction with retirement.

4. Eligibility for the vacation leave specified above shall be based upon each employee's number of years of service with the School District. Any employee who does not work full days or the entire work year prior to the vacation year in question, shall have the vacation to which he or she would otherwise be entitled prorated. The absence shall not affect future years of vacation, however. Vacation shall not be prorated, however, if the employee is absent due to use of accumulated sick leave.

## **ARTICLE X - SENIORITY RIGHTS**

### **A. BIDDING**

All employees shall enjoy seniority rights in filling job assignments, filling vacancies and filling newly created positions. All new jobs or vacancies shall be filled from within the existing staff. Bids shall be accepted within the same category first, then from other categories, prior to hiring outside the unit. However, the District may begin public advertisement at any time. An employee must have at least two (2) years of employment with the District to have a right to an open position; however, an employee with less than two (2) years of employment may express an interest in a position and the employer may move such an employee to that position before hiring from outside the unit. Additionally, an employee with two (2) years of employment may move to a vacant position only once every two (2) years without employer agreement.

1. All vacancies shall be put up for bid and the Association President or designee shall be so informed prior to the filling of the job. The salary to be paid for said position shall be included in the posting.
2. Newly created jobs shall be put up for bid and the Association President shall be so informed five (5) working days prior to the filling of the job. Such postings shall be accompanied with a job description and qualifications. The salary to be paid for said position shall be included in the posting.
3. During periods when school is not in session, Association President shall be notified by electronic mail of any bargaining unit vacancies which are to be filled.
4. Seniority for the purpose of job bidding shall be defined as in Article IX, Subsection C.
5. The successful candidate shall be notified in writing and be placed in the new position within sixty (60) days of Board approval.
6. All employees awarded such bids shall have thirty (30) days to prove their ability in their new position. If they are found to be unsatisfactory they shall return to their former position and the job shall be given to the next employee bidding by virtue of seniority.
7. All employees may bid on any job assignment, vacancy or newly created position within the Bargaining Unit for which they are qualified. However, the successful bidder may not bid on any other job assignment, vacancy, or newly created position for a period of two years.
8. The Steel Valley School District specifically reserves the right to establish minimum qualifications for all vacant or newly created positions and to administer tests to all applicants for those positions.

**B. INFORMATIONAL POSTING**

Vacancies occurring in a confidential position shall be posted solely for informational purposes. None of the provisions enumerated in Paragraph A and the subsections thereto of this Article are applicable to filling confidential positions. The filling of confidential positions whether existing or newly created, rests in the sole discretion of the Board whose judgment shall be final. If the Board does fill a confidential position with a member of the bargaining unit, then that member must resign from the bargaining unit as a condition precedent to accepting the confidential position.

**C. SENIORITY**

For the purpose of this agreement, the term seniority means a preferred position for the specific purposes which one employee in the Steel Valley School District may have over another employee because of a greater length of continuous service in the bargaining unit. Current bargaining unit employees holding positions that existed prior to recognition in the Bargaining Unit are grandfathered under this article. Seniority shall reset when an employee bids across categories. When bidding across categories, seniority in the previous category shall be frozen.

**Continuous Service**

Continuous service shall be calculated from the date of first employment in a position in the Bargaining Unit. First employment means the date of hiring by the Board according to the official minutes. Seniority shall be broken by resignation, retirement, discharge for cause, layoff in excess of two (2) years, or accepting a position outside of the Bargaining Unit. Seniority shall continue to accrue during a layoff for a period up to two (2) years or any approved leave of absence. No employee outside the bargaining unit shall be permitted to bump any bargaining unit employee. Ties in seniority will be broken by lottery at the time of hire. Any existing ties will be broken by lottery upon ratification of this Agreement.

**D. CONSOLIDATION OR ELIMINATION OF JOBS**

If the School District consolidates or eliminated jobs that result in the reduction of the staff covered by this agreement, such reduction shall be made starting with the person having the least seniority within their respective classification with the School District. Employees who have been furloughed shall be entitled to three (3) months of health and welfare 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.

**Recall**

When there is an opening the last person furloughed shall be the first to be recalled or hired.

**E. SENIORITY LISTS**

The Board shall make available to the Association an up-to-date list for each classification no later than September 1 of each school year and at any time during the year that said list may change.

**F. INVOLUNTARY TRANSFERS**

If after following the bidding process in this Article the District determines that an involuntary transfer is necessary to fill a vacant position, any involuntary transfers shall be made by the inverse order of seniority. While completing the bidding and involuntary transfer process, the District may fill a vacant position with a substitute for up to thirty (30) calendar days.

## **ARTICLE XI - ILLNESS OR DISABILITY**

### **A. SICK LEAVE DAYS**

One (1) day of sick leave will be earned for each month worked each contract year (12 days maximum) to be used for absences caused by illness or physical disability of the employee. Days can be used in advance, but unearned days would have to be paid back if an employee leaves employment. Part-time employees will earn and use sick days on a pro-rata basis; that is, length of time off is equivalent to the work day. The unused portion of such allowance shall accumulate from year to year without limitation. Absence by reason of illness for more than three (3) days shall require a physician's certificate. Absence due to injury incurred in the course of the employee's employment and upon certification by the school physician shall not be charged against the employee's sick leave or personal days for a period of two (2) years.

### **B. LEAVE OF ABSENCE**

1. An employee who is unable to work because of personal illness or disability, or illness within the immediate family, and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability not to exceed 365 days, commencing with the first day of leave. Return to work shall be upon the certification of the school physician. If an employee is granted a leave of absence due to the employee's personal illness or disability, the School District shall carry only individual hospitalization once the FMLA eligibility period has expired, for said employee.
2. If a leave of absence, not to exceed 365 days, is granted to the employee due to illness within the employee's immediate family, the School District shall not pay for the employee's hospitalization, retirement or any other benefits once the FMLA eligibility period has expired, but the employee may continue at her own expense in the School District's Hospitalization and Insurance Group Plans if acceptable to the carriers.
3. Other leave of absence, without pay or fringe benefits, may be granted by the Board for good reason. If such a leave of absence is granted, the employee may continue, at his/her own expense, in the School District's Hospitalization and Insurance Group Plans if acceptable to the carrier. Employees who opt to buy said hospitalization and group insurance shall be required to remit to the School District the premium due on a quarterly basis with payments due no later than the last work day of the previous quarter.
4. During a leave of absence under this Article, the employee shall suffer no loss or gain in seniority for such period of absence.



**C. NOTIFICATION OF ACCUMULATION OF SICK LEAVE**

Employees shall be given a written account of accumulated sick leave days no later than October 1 of each year.

**D. ACCUMULATED SICK LEAVE**

1. An employee who is eligible for retirement must notify the Superintendent of his/her intent to retire as soon as possible, but not later than sixty (60) days, prior to his/her retirement in order to collect an increase in his/her salary equal to the number of his/her unused sick days times sixty (\$60.00) dollars, up to a maximum of two hundred sixty (260) days.
2. 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 the following:  
Thirty-five (\$35.00) dollars to a maximum of four hundred twenty (\$420) dollars per school year.
3. In the event of the death of an employee, a lump sum payment equal to all accumulated sick leave days times sixty (\$60.00) dollars, up to a maximum of two hundred sixty (260) days will be paid to his/her beneficiary(ies) so named by the employee and so filed in the business office of the School District.

## ARTICLE XII - TEMPORARY LEAVES OF ABSENCE

### A. TYPES OF LEAVE

Employees shall be entitled to the following temporary non-accumulative leaves of absence. Employees shall call the District call-off service when using such leave, barring extenuating circumstances.

1. **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 serves. Such employee shall receive, for each day of service on which he otherwise would have worked, the difference between the payment he receives for such services and the amount he would normally receive had he worked. The employee will present proof that he did serve or report as juror or was subpoenaed and reported as a witness and proof of the amount of payment received for such service.

2. **Bereavement**

Leave shall conform to Section 1154 of the Public School Code, as amended, which is as follows: Whenever an employee shall be absent from duty because of the death in the immediate family of said employee, there shall be no reduction of salary of said employee for an absence not in excess of four (4) school days. The Board may extend the period of absence with pay in its discretion as the circumstances of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Whenever an employee is absent because of death of a near relative, there shall be no reduction in salary of said employee for the absence not in excess of two (2) school days. The Board may extend the period of absence with pay in its discretion as the circumstances of the case may warrant. 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.

3. **Personal**

a) Each secretary with one or more years of continuous service shall be granted five (5) personal days. Each paraprofessional with one or more years of continuous service shall be granted four (4) personal days. Any employee in the first year of employment will be granted one personal day after working 60 working days.

- b) Any unused personal days at the end of each work year shall be converted to sick days for the terms of the Agreement. The employee shall give at least two (2) days notice prior to the date of such leave, except in cases of emergency. No personal leave day shall be authorized for the day before or following a holiday, except that such requests may be approved by the Superintendent under extenuating circumstances.
- c) No more than 20% of the regular employees shall be granted personal leave on the same day. In offices where there are two employees, only one such employee may be on a personal leave day at a time.

4. **In Addition to Sick Leave**

Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the employee is entitled.

5. **Retirement Bonus**

Upon retirement 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 ACSHIC standard, Preferred Provider Organization, or any plan replacing ACSHIC standard, Preferred Provider Organization, provided employee is not eligible for any government-sponsored insurance plan.

10 - 15 Years of Service	\$6,000
16 - 19 Years of Service	\$8,000
20 or more Years of Service	\$10,000

6. **Educational Reimbursement**

The District shall reimburse employees to a maximum of \$568 per District fiscal year for courses taken to improve their job skills or toward a major degree, provided employee receives a passing grade of "C" or a "P" for passing when no letter grade is given.

## ARTICLE XIII - DISABILITY LEAVE OF ABSENCE

An employee who is unable to perform his/her duties because of personal illness or disability shall be granted an unpaid leave of absence for the duration of said illness or disability, subject to the following limitations:

1. The employee must submit a written request to the Employer prior to the effective date of said leave.
2. The request shall state the date the leave is to begin, which must be supported by a statement from the employee's personal physician.
3. The employee may elect to use any portion of his/her accumulated sick leave prior to the effective date of said leave of absence.
4. The length of said leave of absence shall not exceed one year, unless the employee applies for an extension, which may be granted by the Employer, in its sole discretion.
5. The employee shall be returned to her original job or to a position of like status and pay, without loss of previously earned pension rates or other service credits and benefits.
6. Upon request, an employee will be required to submit proof to the Employer of the continuing nature of the disability.
7. The employer may require a doctor's certificate of the employee's physical fitness to return to work prior to reinstatement.
8. The Board will maintain the standard ACSHIC PPO plan, or its equivalent, and life insurance benefits for the employee on maternity leave up to twelve (12) months, if acceptable to the insurance carriers.
9. If decisions of courts of jurisdiction over the parties to this Agreement render any section or sections of the maternity leave provision to be inconsistent with laws or regulations, the parties agree to immediately reopen those affected sections of this Agreement for the purpose of amending them to comply with applicable decisions.

### **Other Unpaid Leaves**

Individual application for unpaid leaves of absence not covered by this Agreement with terms of such leaves may, at the sole and exclusive discretion of the Employer, be considered for approval based on the individual merit of each specific application.

## ARTICLE XIV - INSURANCE PROTECTION

### A. HEALTH CARE FOR SECRETARIES/FULLTIME PARAPROFESSIONALS/ RESIDENCE CHECKER

1. Secretarial and full-time aide employees shall be enrolled in the applicable classifications in the Preferred Provider Organization Program 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 Preferred Provider Organization 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 Preferred Provider Organization 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. 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.

#### **Dependents**

1. Husband or wife - if spouse is included in other health care insurance program outside the School District, application will not be made for health coverage under the School District plan.
2. Dependents - if dependents are included in other health care insurance programs outside the School District, application will not be made for health coverage under the School District plan.
3. If both spouses work for the School District, only one spouse shall apply for health coverage under the School District plan.
4. The limitations of 1 through 3 shall not apply if the other health care insurance premiums are paid by the employee or if the insurance coverage through the School

District is a better plan than the dependent(s) would be eligible for through a spouse's insurance.

5. Each employee shall make a monthly health and welfare benefits (healthcare, dental, and vision) contribution equal to 5.0% of the premium, not to exceed \$1,000 annually.

**B. DESCRIPTION OF COVERAGE**

The Board shall provide to each employee a brochure containing the description of the health care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage.

**C. LIFE INSURANCE**

The Board shall provide the full cost of \$50,000 Life and AD&D.

**D. INCOME PROTECTION**

The Board shall provide the full cost of Income Protection for coverage of up to \$800 per week, per employee. Payment shall begin thirty (30) calendar days after the beginning of the absence for a period of two and a half (2½) years.

**E. DENTAL CARE**

The Board shall provide the standard ACSHIC current plan, or its equivalent, Dental Insurance Plan.

**F. VISION CARE**

The Board shall provide the standard ACSHIC vision care insurance as follows.

**G. HEALTH SERVICES**

The Board shall, at the request of any employee, provide without cost to the employee, an annual medical examination by the school physician.

**H.** The employer will be liable for payment of premiums for E and F above only if the benefits provided by the then current carrier of the Employer are superior to those provided elsewhere which the employee is eligible to receive.

**I.** Upon retirement from the Pennsylvania Public School Employees Retirement System, a member of this unit may choose to purchase the standard ACSHIC PPO plan, Dental insurance, Vision insurance, and Life insurance, or their equivalents, at no cost to the School District, if permitted by

the insurance carrier.

**J.** The employer will pay 100% of all insurance premiums only for those employees scheduled to work thirty-five (35) hours per week. Otherwise, the employer will pay the percentage of the benefits cost that represents the percentage of time worked (full time equivalent).

**K. 125 ACCOUNT**

1. The District agrees to establish a Section 125 plan of the Internal Revenue Code which allows participants the option of deferring salary on a pre-tax basis to pay for medical premiums, medical co-pays and deductibles, prescription drugs, dental care, eye care, dependent care, and other qualifying expenses of such plans. The employer shall establish this benefit in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code, as amended, including the development of a separate plan document to be approved by the Association, and the filing of all initial and subsequent documentation required to maintain such a plan.
2. The Flexible Spending Account program shall be implemented and administered by the currently endorsed PSEA provider and their designated administrator and insurance carrier (currently Security Benefit Group).
3. The District will establish a payroll deduction slot for the current vendor or their designated administrator and insurance carrier. The District will allow a 30 minute yearly information meeting in each building and an individual 15 minute personal counseling session with the 125 counselors to insure proper communication and sign up opportunities for all eligible employees. An employee may elect to withdraw or enroll from the plan on a yearly basis at times approved by the District, the Association, the plan administrator and the Internal Revenue Code.
4. Employees, at their option, may choose to participate in said plan in accordance with the following provisions:
  - a. Employees must provide written notification, prior to the start of the plan year, of the amount they choose to contribute to a flexible spending account. Changes during the plan year will be allowed only when there is a change in employee or employee family status as defined by the IRS.
  - b. The maximum contribution for each employee shall be the maximum dollar amount allowable under law for the flexible spending accounts and dependent care accounts. The designated amount shall be deducted from the employee's salary through payroll deduction in equal installments over the period of the plan year.

- c. Employees must use the money designated for allowable expenses within the plan year or forfeit unused amounts. Employees shall have ninety (90) days following the conclusion of the plan year to submit any expenses within the plan year for reimbursement. Any forfeited balances shall be used by the employer to offset administrative costs of operating the plan.
  - d. The period of coverage shall be twelve (12) months or the entire length of any shortened plan year agreed upon by the parties. The plan will commence on September 1 of each year.
  - e. The participant must provide written substantiation of any claim prior to being reimbursed. Reimbursement shall be made once \$25 of claims have been submitted to the administrator and will only be made for claims incurred during the period of coverage. All aspects of reimbursement will be handled directly by the plan administrator.
5. The Association and employer will support all educational programs involving this product and will encourage employees to participate in the plan.
6. The Association agrees that once the plan is established the District's only obligation thereafter will be to make the appropriate contributions. The Association agrees to save and hold harmless the District for any and all other claims that arise.



## **ARTICLE XV - MAINTENANCE OF MEMBERSHIP**

### **A. PROVISION**

The Board agrees that all employees who are presently members, and those who become 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.

### **B. FAIR SHARE**

1. Fair Share fees shall not be collected until such time that the restriction on the collection of Fair Share fees announced in the Supreme Court decision in *Janus v. AFSCME*, Council 31, 138 S.Ct. 2448, 2456, 201 L.Ed.2d 924 (2018) is reversed or the collection of Fair Share fees is made legal in some other manner. In the event that Fair Share again is deemed legal, each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for in the law.
2. The Association agrees to extend to all non-members the opportunity to join the Association.
3. The School District and the Association agree to comply with all provisions of said law.
4. If any legal action is brought against the School District as a result of any action it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District by the Association's expense and through counsel selected by the Association with concurrence of the School District. The School District agrees to give the Association prompt notice of any such legal action brought against it and agrees to provide reasonable cooperation with the Association in the defense of the case.
5. The Association agrees in any action so defended to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with the Article, except it is expressly understood that this save harmless provision will not apply to any legal action which may arise as the result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligation under this Article.
6. Said fee will be determined by the Association and will be communicated to the Business Office of the School District.

## ARTICLE XVI - MEMBERSHIP DUES DEDUCTIONS

### A. DEDUCTION

1. The Board agrees to deduct dues from the salaries of members of the local Association, the Pennsylvania State Education Association, and the Steel Valley Secretarial/Aide Education Support Professionals, ESP/PSEA/NEA, as said members authorize the Board to deduct and transmit the monies by check promptly to the Steel Valley Secretarial/Aide Education Support Professionals, ESP/PSEA/NEA.
2. Successive equal monthly installments  
Deductions referred to in Paragraph A above will be made in twenty-six (26) or twenty-two (22) equal installments as practicable during the school year, with an adjustment, if necessary, in the last payment of the school year.

### B. LIST SUPPLIED TO BOARD

No later than September 30th of each school year, the Steel Valley Secretarial/Aide Education Support Professionals, ESP/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:

(sample)

STEEL VALLEY SECRETARIAL/AIDE  
EDUCATION SUPPORT PROFESSIONALS  
ESP/PSEA/NEA

PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize twenty-six (26) or twenty-two (22) equal deductions from my pay for dues for the

STEEL VALLEY SECRETARIAL/AIDE  
EDUCATION SUPPORT PROFESSIONALS  
ESP/PSEA/NEA

This authorization will remain in effect unless canceled in writing fifteen (15) days prior to 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.

### **B. PRINTING AGREEMENT**

1. Copies of this Agreement shall be prepared by the parties within thirty (30) days after the Agreement is signed. The expense for the duplication of the Agreement will be shared equally by the Board and the Association.
2. The Agreement shall be presented to all employees now employed and hereafter employed by the Employer.
3. The Association President will have access to all Board meeting minutes to ascertain the names of new employees.

### **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. MANAGEMENT CLAUSE**

The operation of the system of public education in the School District and the direction of the employees remain vested in the Board of School Directors and in the Superintendent except as certain terms and conditions of employment are expressly provided for in this Agreement. Rights reserved to management include those barred from collective bargaining by Act 195 of 1970, those which traditionally inhere in the governing body of the School District and those which have not been detailed in this Agreement. The subjects so reserved to management are the explicit right to manage the business and facilities of the School District and to select and direct the personnel, to hire, determine the size and distribution of the employees' staff, work content, facility and equipment development,

and qualitative and quantitative standards, establishing, changing and requiring adherence to rules and regulations.

**F. ZIPPER CLAUSE**

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and that no additional negotiations of this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement. An exception to the foregoing shall be negotiations of contractual provisions for any positions added to the bargaining unit.

**G. COMMUNICATIONS**

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 registered or hand-delivered letter at the following addresses:

**ASSOCIATION TO THE BOARD:**

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

**BOARD TO THE ASSOCIATION:**

Steel Valley Secretarial/Aide Education Support Professionals  
ESP/PSEA/NEA  
10 South 19th Street  
Pittsburgh, PA 15203-1878

**H. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND MASTER AGREEMENT**

An individual contract between the Board and an individual employee heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

**I. STATUTORY SAVINGS**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the Public School Code of 1949 as amended, or the Public Employee Relations

Act, Act 195, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

**ARTICLE XVIII - DURATION OF AGREEMENT**

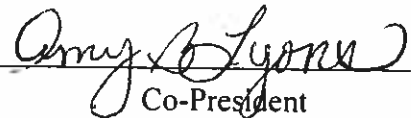
**EFFECTIVE DATE**

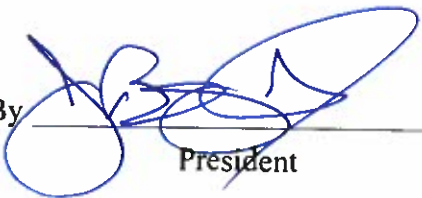
This agreement shall be effective as of July 1, 2020, and shall continue in effect until June 30, 2025, subject to the Association's right to negotiation over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

In witness whereof 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 by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

STEEL VALLEY SECRETARIAL/AIDE  
EDUCATION SUPPORT PROFESSIONALS,  
ESP/PSEA/NEA

STEEL VALLEY  
BOARD OF SCHOOL DIRECTORS

By   
Co-President

By   
President

By   
Co-President

By   
Secretary

(Seal)

