

BALD EAGLE AREA SCHOOL DISTRICT

AND

**BALD EAGLE AREA FOOD
SERVICE ASSOCIATION**

**EMPLOYMENT
AGREEMENT**

2024-2028

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ARTICLE I

RECOGNITION

The Bald Eagle Area Food Service Association, hereinafter called the bargaining agent, is hereby recognized by the Bald Eagle Area School District, hereinafter called the employer or District, as the bargaining agent for the Bald Eagle Area Food Service Association, hereinafter called the bargaining unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

ARTICLE II

TERM OF AGREEMENT

The term of this agreement shall begin on July 1, 2024 and shall continue in full force and effect until June 30, 2028, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

ARTICLE III

NO LOCK OUT - NO STRIKE PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Law, Act 195.

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

ARTICLE IV

WAGES AND SALARY PROVISIONS

The parties agree that wages to be affected by this agreement are accurately reflected in Appendix A (page 18), made part of this agreement, and that the schedule of wages set forth in Appendix A shall be the schedule which shall remain in force for the period of this agreement.

In the event that the term of this agreement shall be extended as provided in Article II above, and in the event that such mutually agreed upon changes result in a condition of such an extension, then a revised Appendix A shall be executed by the parties and attached to and made part of this agreement.

ARTICLE V

GRIEVANCE PROCEDURE

The parties to this agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this agreement shall provide for a four (4) step process which is described in the following paragraphs and the table attached hereto.

Step I Person, or persons, initiating the alleged grievance shall present the grievance, in writing and on a form provided by the employer reflected in Appendix B (page 19), to the first level supervisor (Food Service Director) within five (5) days after its occurrence.

The first level supervisor shall reply to the grievance within five (5) days after initial presentation of the grievance reflected on (page 20).

Step II If the action in Step I above fails to resolve the grievance, within five (5) days to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent.

Step III If the action in Step II above fails to resolve the grievance, within five (5) days, to the satisfaction of the affected parties, the grievance shall be referred to the Board of Education at the next official School Board meeting.

Step IV If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to binding arbitration as provided in Section 903 of the Act.

If the grievance fails to meet the criteria of Section 903 of the

Act, the decision of the Board of Education in Step III shall be final.

ARTICLE VI

BALD EAGLE SERVICE INCREMENT

A Bald Eagle service increment shall be paid to all full-time and part-time employees for the completion of each five (5) years of continuous satisfactory service with the Bald Eagle Area School District to a maximum of thirty-five (35) years. The service increment, when applicable, will be paid in addition to the employee's regular hourly rate and other forms of compensation. Should there be any reason this increment is to be withheld, that employee shall be notified in writing and she/he will be eligible for favorable consideration after one (1) year of improved service. Please see Appendix A - Wage Schedule (page 18) for the applicable Bald Eagle Service increment for this agreement.

ARTICLE VII

JURY DUTY

Every full-time and part-time food service employee who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from their regular duties during the actual period of such jury duty and shall, upon presentation of proper proof, be paid by the District the difference between their pay for jury duty and their regular wages.

ARTICLE VIII

EXTRA DUTY PAY

Pay for banquets, senior class breakfast, preparation of athletic meals and summer school shall be at the rate of Three Dollars and Twenty-Five Cents (\$3.25) per hour above the regular hourly rate. Extra Duty work for banquets or special events shall be compensated at the Extra Duty Rate; Should the preparation for the Special Event occur within the regular work day, the time invested by an individual food service staff member in work contributing to the special event shall be compensated at the Extra Duty rate at the Food Service Director's approval and discretion. If it is necessary to remain overtime for regular work with the approval of the food service director, pay shall be at the regular hourly rate.

ARTICLE IX

HEAD COOK SUBSTITUTE PAY

A substitute for head cook shall receive additional daily remuneration of Seven dollars and twenty-five Cents (\$7.25) in a cafeteria of one (1) to three (3) employees; Seven Dollars and Fifty Cents (\$7.50) in a cafeteria of four (4) to seven (7) employees; and

Seven Dollars and Seventy-Five Cents (\$7.75) in a cafeteria of eight (8) or more employees. Number of employees shall mean employees supervised.

ARTICLE X

PART-TIME EMPLOYEES AS SUBSTITUTES

Part-time employees shall be given the opportunity to substitute for another employee starting with the first day of the part-time or full-time employees' absence.

ARTICLE XI

CREDIT FOR PART-TIME SERVICE

When a part-time employee goes to full-time, credit will be given at the rate of one (1) year for each two (2) years part-time. Credit for a half (1/2) year or more will count as full year. Years of service will be considered from date of original employment in Bald Eagle Area School District as either a part-time or full-time food service employee.

ARTICLE XII

PAYROLL PROCEDURES

Wages will be paid no later than the 15th and the last working day of each month of the school year.

Food services employees shall have the option of having his/her pay for the summer months (June, July and August) in one payment, payable no later than June 15th, or in regular semi-monthly payments. Food service employees shall notify the Business Office in writing by May 1, if lump sum payment is desired; otherwise payment shall be on the regular schedule.

Once the employee notifies the Business Office in writing by May

1 of any year, the notification shall remain in effect until rescinded in writing by the employee.

ARTICLE XIII

WORK DAY

The regular work day shall be at least six (6) hours for full-time employees. Any employee working less than six (6) hours will be considered a part-time employee. Time taken for breakfast or lunch is not included in the hours of the work day.

A work day shall be defined as (a) a school calendar day when students are physically in attendance; (b) a cleaning day, or hours, deemed necessary by management; or (c) any day, or hours, management deems necessary and/or schedules for food service employees to participate in a local, state or federally recommended or mandated training, hereinafter referred to as Professional Development.

All employees are expected to be present for any of the above defined work days, unless their absence is approved by management.

Employees that participate in Professional Development and/or cleaning days will be compensated at their regular hourly rate. For full-time employees, to be compensable, the hours must be in addition to their normal 176-day work schedule.

Any hours scheduled by management which is not defined above shall not be mandatory.

ARTICLE XIV

EARLY SCHOOL CLOSINGS

On occasions when school is closed early, food service employees may clean up and leave with no change to pay or hours as authorized by head cooks.

DELAYS CHANGED TO CLOSING

If employees are already at work before being notified of the closing because it was originally a delay, then that employee will be compensated for one half (1/2) day.

FLEXIBLE INSTRUCTIONAL DAYS (FID)

Should the District make use of Flexible Instructional Days (FID) during the course of the school year, food service employees will have the option of completing professional development hours equal to their daily hours for each day. Food service workers may choose to earn these professional development hours during the summer or during a Holiday break in the school calendar. Food service workers who earn professional development hours during the alternative times (e.g. summer months, Holiday break, etc.) will not be compensated for those hours if the District does not make use of Flexible Instructional Days.

The food service worker must submit a certificate or other proof that professional development hours have been completed.

ARTICLE XV

RETIREMENT BONUS

In recognition for longevity service for food service workers who retire while employed in the School District, the Board agrees to pay, as a retirement bonus to all food service workers who, after ten (10) continuous years of service within the Bald Eagle Area School District, retire while employed in the District, an amount equal to

Forty-five Dollars(\$45.00) times each year of service within the Bald Eagle Area School District.

ARTICLE XVI

SICK LEAVE PROVISIONS

Full-time food service workers are entitled to nine (9) sick leave days per year with no limit on accumulation of days.

Food service workers who work less than full-time are entitled to seven (7) sick leave days with no limit on accumulation of days.

Employees may use accumulated sick leave to care for a sick family member. "Family member" shall be defined as the employee's mother, father, spouse, child, grandparent, sibling, grandchild, in-law or person residing with the employee. Unused sick leave days may accumulate. If the days are not used for family care, they will remain accumulative sick time for the employee's use.

ARTICLE XVII

PERSONAL/EMERGENCY DAYS

- A. Two (2) days per year for full-time, part-time employees, and cashiers to be granted for personal business that cannot be conducted at any other time. Notice of the employee's intent to use a Personal Day must be made to the Food Service Director at least two (2) working days before taking such leave (except in the case of an emergency). Unused personal days shall accumulate from year to year. The personal day (this includes all personal days) shall not exceed 10% of the staff on any given day, providing there is a confirmed substitute.
- B. One (1) day per year, non-cumulative, for all employees may be granted for emergency reasons.

ARTICLE XVIII

BEREAVEMENT LEAVE

A maximum of five (5) days will be permitted for death in the immediate family. This would apply to full-time and part-time food service workers. Immediate family shall be defined as: Father, step-father, mother, step-mother, son, step-son, daughter, step-daughter, or spouse. A maximum of three (3) days will be granted in the event of death for a brother, sister, grandfather, grandmother, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, including "step" for any of the aforementioned relatives, and any other member of the immediate household.

For death of a near relative, one (1) day of leave will be permitted for both full-time and part time employees. A near relative shall be defined as first cousins, aunt, uncle, niece, nephew, including "step" for any of the aforementioned relatives.

ARTICLE XIX
HOSPITALIZATION

Full-time employees and dependents, excepting a one and one-half percent (1.5%) premium fee of base salary for single coverage; two percent (2%) premium fee of base salary for husband/wife or employee and child coverage; two and one-half percent (2.5%) premium fee of base salary for employee and children or family coverage, will be covered in the Highmark PPO Blue plan carried by the District.

Part-time employees (3 1/2 hours or more) may elect individual or family coverage, with fifty percent (50%) of the premium fee carried by the District. Coverage shall be for Twelve (12) months. In the event an employee does not return in September, he/she shall reimburse the Board for the premium for the months of July and August.

INSURANCE OPT OUT

The District shall offer a payment in lieu of health benefits for each eligible employee who waives District coverage completely in the amount of \$3,000 for opting out of single coverage; \$3,500 for opting out of two party coverage; \$4,000 for opting out of family coverage. The opt out payments previously listed are for full year opt out and may be prorated for less than a full year opt out. The employee must provide written proof of medical insurance coverage under their spouse's employer or other source, outside of the District's insurance plan to exercise this option.

Current employees wishing to opt out of the District's insurance shall provide written notice to the District prior to the beginning of the plan year (July 1). Newly hired employees may opt out of District provided Medical Insurance upon being hired, however, opt

out payments will be prorated for less than a full year opt out.

Any employee whom elects to opt out shall remain without District medical insurance coverage for the entire, or remaining, plan year, unless there is an occurrence of a qualifying event, in which case the employee's District coverage could be reinstated, effective on the earliest date permitted by the District's Insurance Carrier. The opt out stipend will cease on the same date that coverage is reinstated and the appropriate percentage of base salary contributions for premium co-share fee will begin.

An employee who is married to another District employee will be covered by one Health Insurance Plan that shall cover both employees and their eligible dependents. Neither employee in this instance shall be eligible to receive the opt out payment.

An election to enroll, or opt out, of the District provided Medical Insurance shall be irrevocable for the Plan Year (July 1 - June 30), unless there is an occurrence of certain qualifying events.

SECTION 125 PLAN

The District agrees to establish a Section 125 Plan, at no cost to the District, for the purposes of:

1. Premium sharing (including vision care insurance)
2. Opt-out
3. Medical expenses
4. Dependent care

ARTICLE XX

LIFE INSURANCE

- A. The Bald Eagle Area School District will provide term life insurance coverage, correlated with salaries, for all full-time employees in accordance with the following schedule:

<u>Salary</u>	<u>Insurance Coverage</u>
\$ 0 - 4,999	\$ 5,000
5,000 - 6,999	8,000
7,000 - 8,999	10,000
9,000 - 10,999	12,000
11,000 - over	14,000

Coverage may be converted to individual and continued at employee's expense after retirement.

- B. The Bald Eagle Area School District will provide a Long Term Disability Program for all full-time and part-time employees. Benefits to begin upon the expiration of all accumulated sick leave or on the 31st calendar day of disability and would be payable for as long as 12 months for any one period of disability, whichever is later. The monthly benefit would be \$300 for those employees earning \$5,000 and over annually, and \$250 for those employees earning less than \$5,000 annually. Coverage shall not exceed sixty percent (60%) of the employee's salary.

ARTICLE XXI

COMPENSATION FOR EMERGENCIES

Any employee not scheduled to work who is ordered out to work for any emergency, shall be guaranteed regular rate compensation of four (4) hours per day.

ARTICLE XXII

DENTAL INSURANCE

Full-time employees shall be provided basic dental insurance coverage for the individual employee. The individual coverage shall be equivalent to a Delta Dental plan as follows:

<u>BENEFIT</u>	<u>PAID BY PROVIDER</u>
Diagnostic	100% UCR
Preventive	100% UCR
Basic Restorative	100% UCR
Major Restorative	75% UCR
Oral Surgery	100% UCR
Endodontic	100% UCR
Periodontic	100% UCR
Prothodontic	75% UCR
Denture Repair	100% UCR

Maximum benefit \$2,000 per person based on a calendar year.

The Employer shall provide dependent dental insurance which is equivalent to a Delta Dental plan as follows:

<u>BENEFIT</u>	<u>PAID BY PROVIDER</u>
Diagnostic	50% UCR
Preventive	50% UCR
Basic Restorative	50% UCR
Oral Surgery	50% UCR
Endodontic	50% UCR
Periodontic	50% UCR

Maximum benefit \$1,000 per person based on a calendar year.

Part-time employees may elect individual employee or family coverage with fifty percent (50%) of the premium fee carried by the District.

ARTICLE XXIII

VISION CARE INSURANCE

The Bald Eagle Area School District will provide a basic individual Vision Care Insurance for full-time employees. Part-time

(3

1/2 hr.) employees may elect individual Vision Care Insurance with 50% of the premium fee carried by the District. Full-time and Part-time (3 1/2 hr.) employees will be given the option, on a voluntary basis and at a cost paid by the employee, to add eligible dependents to their vision care insurance. For example, if the basic employee monthly premium is \$2.50 per month, and the monthly premium for employee plus dependent(s) is \$5.00 per month, the employee would have \$2.50 per month withheld from their paycheck, on a pre-tax basis, to have the benefits extended to their eligible dependents if they elect to exercise this option.

ARTICLE XXIV

POSTING OF JOBS

All District vacancies shall be posted in each cafeteria at least one (1) week prior to permanently filling the position so that all personnel will have the right to make application for said position.

ARTICLE XXV

WAIVERS

The parties agree that all negotiable items have been discussed during the 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.

ARTICLE XXVI

REDUCTION OF STAFF

Should a lay-off or furlough be necessary, the Employer agrees that releases and recalls of Employees shall be made at the building level by classification and in accordance with length of service.

ARTICLE XXVII

EFFECTIVE DATE AND SIGNATURE

This agreement is made and entered into this 1st day of July, 2024, and by and between the Bald Eagle Area School District and the Bald Eagle Area Food Service Association.

BALD EAGLE AREA SCHOOL DISTRICT

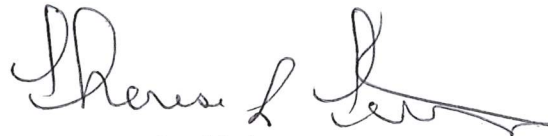


President

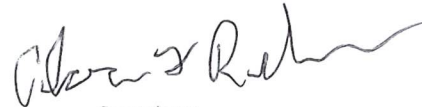


Secretary

BALD EAGLE AREA FOOD SERVICE
ASSOCIATION



President



Secretary

APPENDIX A

Wage Schedule

2024-25 Employees hired at \$15 an hour during the 2023-24 school year will receive an increase of \$.35 (thirty-five cents) per hour. (Article IV)

Employees who received the October 2023 increase to \$15 per hour will receive an increase of \$.60 (sixty cents) per hour. (Article IV)

Employees who did not receive an increase in October 2023 will receive an increase to \$1.00 dollar per hour. (Article IV)

2025-28 \$.60 (sixty cents) increase per hour (Article IV)

BALD EAGLE SERVICE INCREMENT (ARTICLE VI)

2024-28 \$.45 (forty-five cents) per hour Bald Eagle Service Increment (Article VI)

HEAD COOK STIPEND

2024-28 Head Cook Stipend
1. School enrollment greater than 700 students
 \$.55 (fifty-five cents) per hour
2. School enrollment fewer than 700 students: \$.45
 (forty-five cents) per hour

APPENDIX B
Grievance Report Form

Date

Date

Grievance Initiated By:

Bargaining Unit:

Grievant Work Place:

Date and Nature of Alleged Grievance:

Grievance Relates to Contract Article:

Action Desired:

Signature_

Date

STEP I

- A. Date Received by Food Service Director
- B. Disposition by Food Service Director

Signature

Date

- C. Position of Grievant and/or Association

Signature

Date

STEP II

- A. Date Received by Superintendent
- B. Disposition by Superintendent

Signature

Date

- C. Position of Grievant and/or Association

Signature

Date

STEP III

- A. Date Received by Board of Education or Designee
- B. Disposition of Board_

Signature

Date

- C. Position of Grievant and/or Association

STEP IV

- A. Date Submitted to Arbitration
- B. Disposition and of Arbitrator

C. Date of Decision_