
COLLECTIVE BARGAINING AGREEMENT

FOR

PARAPROFESSIONALS

between the

**PITTSBURGH BOARD OF
PUBLIC EDUCATION
PITTSBURGH, PENNSYLVANIA**

and the

**PITTSBURGH FEDERATION
OF TEACHERS**

**LOCAL 400
AMERICAN FEDERATION OF TEACHERS
AFL-CIO**

**July 1, 2010
through
June 30, 2015**



NEGOTIATING COMMITTEES

Pittsburgh Board of Public Education

Mark Roosevelt Superintendent of Schools
and Secretary

Theresa Colaizzi President of the Board

Sharene Shealey Board Member and Chairperson of
Negotiations Committee

Christopher M. Berdnik Chief Financial Officer/
Chief Operations Officer

Jody Buchheit Spolar Chief Performance Officer

Michael A. Palombo Special Labor Counsel

Pittsburgh Federation of Teachers

John Tarka President and Chief Negotiator

Mary VanHorn Vice President for Elementary Schools

Nina Esposito-Visgitis . . Vice President for Middle Schools

Sylvia C. Wilson Secretary and Assistant to President

George J. Gensure . . . Vice President of Secondary Schools

William Hileman, Executive Board Member at Large

Stephen Jordan. PFT Legal Counsel

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PREAMBLE

The Agreement made and entered into as of the 1st day of July, 2010, by and between the Pittsburgh Board of Public Education and the Pittsburgh Federation of Teachers, Local 400 American Federation of Teachers, AFL-CIO.

ARTICLE 1 MUTUAL OBJECTIVES OF THE BOARD AND THE FEDERATION

1. The Pittsburgh Board of Public Education and Pittsburgh Federation of Teachers mutually recognize and declare that they have the common goal of providing a thorough, efficient, and effective system of public education for the children of Pittsburgh, characterized by educational excellence, equal opportunity, and the continuing improvement and utilization of the special skills, talents, and interests of the staff.
2. To meet the needs of a progressive and forward-looking public school system, the Board and the Federation express a mutual obligation to and responsibility for education that extend far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.
3. The parties agree that appropriate paraprofessional dress is a positive example to students and a constructive influence on the general comportment of students and on the overall learning atmosphere in the schools.
4. The parties agree that clean, healthful, and safe conditions in the schools are a positive influence on the ability of paraprofessional employees to perform their duties and on a productive learning atmosphere for students.

ARTICLE 2 UNION RECOGNITION AND DUES DEDUCTION

1. The Pittsburgh Board of Public Education (hereinafter sometimes referred to as the "Board"), pursuant to applicable provisions of the "Pennsylvania Public Employe Relations Act of 1970" (Act 195), the October 28-29, 1971, paraprofessional election conducted thereunder, and the resulting Pennsylvania Labor Relations Board

certification, recognizes the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO (hereinafter sometimes referred to as the "Federation" or the "Union"), as the sole and exclusive bargaining representative for all paraprofessional personnel in those job classifications included in the above-specified election and certifications (all of whom are hereinafter sometimes referred to as "paraprofessional" or "paraprofessionals"). Said unit also to include any successor job classifications which may occur from within the paraprofessional employee unit. The job classifications comprising the total representation unit are set forth in Article 40, Paraprofessional Salary Schedule.

2. The parties to this Agreement acknowledge that during the course of the collective bargaining leading to this Agreement they have had the opportunity to negotiate on all matters presented for negotiations and which constituted proper subjects for collective bargaining, and the parties further agree that during the course of this Agreement that there shall be no further duty to bargain insofar as this Agreement is concerned. Notwithstanding the above, the parties may by mutual agreement at any time during the life of this Agreement amend same pursuant to a written instrument executed by both parties.
3. Upon request by the Federation, the Board will make available such information as is relevant to negotiations and/or the administration of this Collective Bargaining Agreement.
4. A copy of any central office notice, directive, posting, or bulletin relating to paraprofessionals generally, or to any group of paraprofessionals, will be supplied simultaneously to the Federation president. Copies of material of a similar nature issued by the Federation will be provided simultaneously to the Director of Employee Relations.
5. The Board shall inform the Federation of any proposed reductions or increases in paraprofessional staff positions or assignments involving members of the representation unit.
6. The Board shall endeavor to keep the Federation informed of any new programs, experiments, research projects, changes in programs, etc., which directly and significantly affect persons covered by this Agreement.

7. The Board shall provide the Federation with names, addresses, and schools of all unit employees within twenty-five (25) school days after the opening of school each year; the names, addresses, and schools, if known, of newly hired unit employees at least monthly, including during the summer; and an annual list of the names, addresses, and telephone numbers of Federation members.
8. The Board agrees to provide the Federation with bound monthly Board Minutes, a copy of the annual Employee Directory, and subject to the reimbursement of the cost by the Federation, printouts and mailing labels for all unit employees as in the past.
9. The Board will provide a copy of this Agreement to each employee covered by same. The Federation agrees to reimburse the Board for one-half ($\frac{1}{2}$) the cost of the preceding-referred-to Agreement copies and to continue to reimburse the Board in full for any additional Agreement copies which may be requested by the Federation for its use.
10. The principal of a school shall meet at least once a month, if requested, with the Federation Building Committee to discuss related concerns within the scope of their responsibilities, such meetings to be held at mutually agreeable times. These meetings shall include discussions of professional and, where applicable, para-professional concerns.
11. The Board shall permit a designated staff member of the Federation or off-duty teacher-representative of the Federation to visit the schools to investigate working conditions, paraprofessional complaints, or problems relating to the terms and conditions of this Agreement. The Federation representative shall continue first to report to the building office. The Federation agrees that any investigations will be made in such manner as to insure that there will be no disruption or interference in the educational programs of the school. If conferences with paraprofessionals are necessary, they shall be scheduled so as not to interfere with the instructional program.
12. On twenty-four (24) hours notice to the principal of the school the authorized representative of the Federation shall normally be permitted to schedule meetings in the building before or after regular duty hours or during

lunch time of the paraprofessionals involved. Such meetings shall not disrupt normal school operations.

13. The Federation shall have the right to submit material for placement in the mailboxes of paraprofessionals. Placement will be made by an authorized representative of the Federation or his/her designee. A copy of such materials shall be provided to school principals prior to placement in paraprofessional mailboxes.
14. a. The Board will deduct from the pay of each paraprofessional employee from whom it has received or receives an authorization to do so the Federation's annual membership fee in uniform dollar amounts or in a percentage, should the Federation adopt a uniform percentage dues in the future, with a single deduction, itemization, and reporting. A separate deduction each pay and a separate itemization on the pay stub will be available for a Federation dedicated percentage dues, if such a dues is approved by the Federation membership. The parties shall meet to mutually agree upon an implementation date for any dues structure changes.
- b. Under the existing Federation dues structure, deductions will continue to be made annually within a ten (10) month period, excluding the months of July and August. All deductions will be made in equal payments from each regular paycheck. The authorization for dues deductions shall remain in effect throughout the term of this Agreement. A revocation of any membership may only commence immediately following the expiration of this Agreement, provided timely notice of same shall be submitted to both the Board and the Federation by individual certified letter during a thirty (30) day period running between sixty (60) days and thirty (30) days immediately prior to the expiration date of this Agreement. The fees and a list of the paraprofessional employees from whom they have been deducted and the amount deducted from each shall be forwarded to the Federation office no later than thirty (30) days after such deductions are made. The Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of any deductions made pursuant to this Section.

15. Whenever members of the bargaining unit are by mutual agreement of the parties scheduled to participate during working hours in collective bargaining negotiations, they shall be excused without loss of pay or diminution of any fringe benefits. The Federation agrees to reimburse the Board for any substitution costs where the Board provides a day-to-day substitute replacement. Whenever members of the bargaining unit are by mutual agreement of the parties scheduled to participate as witnesses during working hours in arbitration hearings they shall continue to be excused without loss of pay or diminution of any fringe benefits.
16. Effective January 1, 1984, the Board shall provide payroll deduction for voluntary contributions to the PFT Political Action Fund as follows:
 - a. The Federation shall submit to the Division of Employee Relations voluntary, signed PFT Political Action Fund payroll deduction authorization cards. Deductions will commence no later than the next month after the cards are received.
 - b. The voluntary, signed PFT Political Action Fund payroll deduction authorization cards shall specify a whole dollar amount to be deducted from the para-professional's pay each month, that is, every other pay ten (10) times during the school year.
 - c. Any increase, decrease, or revocation of an authorization will not be effective during the school year. Any such increase, decrease, or revocation must be submitted in writing to the Division of Employee Relations and shall be effective with the beginning of the next school year after the written request is received by the Division of Employee Relations.
 - d. Monies voluntarily deducted under the provisions of this Section shall be remitted to the Federation twice annually:
 - (1) The first such payment each year to the Federation shall be made no later than August 31 and shall cover contributions for the months of January through June.
 - (2) The second such payment each year to the Federation shall be made no later than January 31 and shall cover contributions for the months of

September through December.

- (3) Each time contributions are remitted to the Federation, they shall be accompanied by a print-out of the contributing Federation members and the amounts of their individual contributions.
 - e. The Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of any deductions made pursuant to this Section.
17. The Board will deduct from the pay of each Federation nonmember a total fair share fee as determined in accordance with the fair share fee definition and procedures of Act 84 of 1988.
- a. Such deduction will be made annually, within a ten (10) month period, excluding July and August. All deductions will be made in equal payments from each regular paycheck. The fees and a list of the nonmember paraprofessional employees from whom they have been deducted and the amount deducted from each shall be forwarded to the Federation office no later than thirty (30) days after such deductions are made.
 - b. Since the law provides for the negotiation of a “fair share” provision, the terms of this Section shall constitute the completed negotiation of a “fair share” provision by the parties.
 - (1) In the event any legal challenge is raised to the state law, the Federation’s role in indemnifying the Board from any legal costs thereunder shall be consistent with the requirements of said law.
 - (2) If any legal challenge is raised to the implementation of said law here in Pittsburgh, or is raised in such a way on a statewide basis that it has potential cost implications to the Board, the Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of “fair share” deductions made pursuant to this Section.
 - (3) This Federation indemnification of the Board also applies to any legal challenge to the deduction or to the amount of the “fair share” fee that may be raised either initially or at some future time.

18. Checkoff will be provided for the PFT QuEST Scholarship Program. The funds are to be used solely for the PFT/School District teacher recruitment program and scholarship/financial aid for Pittsburgh Public Schools' graduates in the program, and school mini-grants. All of the aid under this payroll deduction program will be directed to financially needy and to minority Pittsburgh Public Schools' graduates.

ARTICLE 3 SAVINGS AND INTEGRATION

This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties, and obligations of the Board, the Federation and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision.

ARTICLE 4 EMPLOYER RIGHTS

The Board reserves all rights and powers conferred upon it by the constitutions and laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement.

ARTICLE 5 DEFINITIONS

Where used in this Agreement:

“School” shall mean any work location or functional division or group.

“Principal” shall mean the administrator of any work location or functional division or group.

“Building Representative” or “Authorized Representative” shall mean the agent of the Federation in any work location or functional division or group.

“Paraprofessional” or “Paraprofessionals” shall mean any

member(s) of the representation unit.

“Board” shall mean the Pittsburgh Board of Public Education and its administrative departments.

The singular shall include the plural.

ARTICLE 6 FAIR PRACTICES

The Board and the Federation agree that they will not discriminate against any paraprofessional on the basis of race, creed, color, national origin, handicap, sex, age, marital status, sexual orientation or participation or lack of participation in the activities of the Federation.

ARTICLE 7 HEADINGS

Any headings preceding the text of the Articles herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of any of the Articles, or of the Agreement.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURES

DEFINITIONS

A grievance is a difference concerning:

1. a deviation from, or an interpretation or an application of, an administration-approved practice, a system-wide established practice, or a Board-adopted policy, relating directly to those working conditions of paraprofessional employees that are proper subjects for bargaining under Act 195; or
2. an arbitrary or capricious change in any of the same; or
3. compliance, interpretation, or application of any existing law, rule, regulation, or policy which relates to or involves the paraprofessional employee(s) in the exercise of his/her or their assigned duties; or
4. a violation, interpretation, application, or meaning of any provision of this Agreement.

PROCEDURE

1. A sincere attempt should be made to resolve any prospective grievance by discussion between the prospective grievant or the Federation building representative or some other Federation representatives and the principal before differences become formalized grievances.

FIRST LEVEL

2. A grievance shall be presented in writing on a form mutually agreed upon by the Federation and the Board, through or by a Federation representative to the principal, either within ten (10) school days after the circumstances giving rise to the grievance or within ten (10) school days after the date when the grievant could reasonably be expected to be aware of the circumstances giving rise to the grievance.
3. Upon receipt of a grievance in writing, the principal and, if he/she elects, one (1) additional administrative representative who is not a designated employer representative at some later level of this grievance procedure, shall, within five (5) school days, meet and confer with the grievant, if any, and the Federation representative. At this conference the facts shall be brought out and an effort made to adjust the matter to the satisfaction of all concerned.
4. The principal shall make a decision and communicate it in writing to the grievant, if any, and the Federation representative within five (5) school days after completion of the conference.

SECOND LEVEL

5. The decision of the principal may be appealed in writing, within five (5) school days after its receipt, by the Federation representative to the appropriate Administrator.
6. Within ten (10) school days after receipt of the written appeal, the Administrator to whom the appeal has been directed, or his/her designee, shall meet and confer with the grievant, if any, and the Federation representative.
7. The Administrator or his/her designee shall make a decision and communicate it in writing to the grievant, if any, the Federation representative, and the principal within ten (10) school days after the completion of the conference.

THIRD LEVEL

8. The decision of the Administrator or his/her designee may be appealed in writing, within five (5) school days after its receipt, by the Federation representative to the Superintendent or a designee.
9. Within ten (10) school days after receipt of the written appeal, the Superintendent of Schools or the designee, shall meet and confer with the grievant, if any, and the Federation representative and/or the president of the Federation.
10. The Superintendent of Schools or the designee shall make a decision and communicate it in writing to the grievant, if any, the Federation representative, the president of the Federation, the principal and the Administrator or his/her designee, within ten (10) school days after completion of the conference.

FOURTH LEVEL

11. The decision of the Superintendent of Schools or the designee may be appealed by the president of the Federation as follows:
 - a. (1) Grievances as defined in definitions 1. and 3. above may be appealed by the president of the Federation from level three to the Board, such appeals to be initiated within five (5) school days after receipt of the third-level decision.
 - (2) A hearing by the Board or its designated Subcommittee shall be held within twenty (20) days after receipt of an appeal, with five (5) days notice being given to all parties of the time and place of the hearing.
 - (3) The decision of the Board or its designated Subcommittee shall be rendered within fifteen (15) days after the hearing. The decision of the Board or its designated Subcommittee shall be final and binding on the parties.
- b. (1) Grievances as defined in definition 2. above may be appealed by the president of the Federation from level three to the Board, such appeals to be initiated within five (5) school days after receipt of the third-level decision.

- (2) A hearing by the Board or its designated Subcommittee shall be held within twenty (20) days after receipt of an appeal, with five (5) days notice being given to all parties of the time and place of the hearing.
 - (3) The decision of the Board or its designated Subcommittee shall be rendered within fifteen (15) days after the hearing. The decision of the Board or its designated Subcommittee may then be further appealed by the president of the Federation within five (5) school days after its receipt to the American Arbitration Association for arbitration under its rules. The arbitrator shall hold a hearing within thirty (30) days after appointment. Ten (10) days notice shall be given to all parties of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards, of the arbitrator shall be final and binding on the parties. Any decision of the arbitrator requiring legislation by an agency other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.
- c. Grievances as defined in definition 4. above may be appealed by the president of the Federation, such appeals to be initiated within five (5) school days after receipt of the third-level decision. The Board and the Federation shall continue their agreement to utilize a permanent panel of seven (7) arbitrators selected mutually. The arbitrator utilized in any given case shall be selected by alternately striking names from the panel. The arbitrator shall hold a hearing within thirty (30) days after the appointment. Ten (10) days notice shall be given to all parties of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards, of the arbitrator shall be final and binding on the parties. Any decision of the arbitrator requiring legislation by an agency other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.

- d. Either the Board or the Federation shall have the right, at any time and upon proper notice, to void the agreement to utilize a permanent panel of arbitrators. Such action shall not affect any prior selection or processing of a grievance through an arbitrator selected from the permanent panel. In the event the agreement is voided, appeals to arbitration shall be processed through the American Arbitration Association (AAA) under the normal AAA process.
12. No arguments or facts may be introduced at an arbitration proceeding unless they have been presented at some previous level of this grievance procedure, or unless they were not reasonably available to the parties prior to the arbitration.
13. An arbitrator shall not render any decision which conflicts with or alters this Agreement.
14. A grievance based on the action of authority higher than the principal shall be initiated at the lowest level consistent with this grievance procedure. The general procedures relating to that level shall apply to the presentation and adjustment of the grievance, including the right of appeal.
15. The Federation may initiate a grievance, including a group grievance, at any proper level of this procedure.
16. Failure to communicate a decision at any level of this procedure within the specified time limit shall permit the grievance to be advanced to the next higher level.
17. Additional time at a specific level of this procedure may be granted by mutual agreement between the parties.
18. Conferences and hearings held under this grievance procedure, except arbitration hearings, shall be scheduled at times either after school hours or when the involved paraprofessional(s) is not assigned paraprofessional or other functions, and shall be scheduled in a manner and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.
19. The Federation may waive participation by any of its listed representatives at the various levels of this procedure, except for the grievant, if any, or may designate alternates for its listed representatives, but appeals to bring the grievance to the next higher level may only be taken

- by the appropriate Federation representatives specifically listed in this procedure or by the Federation president.
20. Neither of the parties, nor counsel, nor the arbitrator shall employ the use of any visual or sound recording devices at any stage of this procedure without the prior written consent of all other parties.
 21. The School Board shall have the right to file a grievance against the Federation concerning Federation compliance with this Agreement, and process same to arbitration, such a grievance to be initiated at the third level of this grievance procedure.
 22. Grievances which extend beyond the normal school year shall continue to be processed, with “weekdays” (except Saturdays and holidays) being substituted in the procedure for all references to “school days” except as the parties may mutually agree otherwise.
 23. Nothing contained in this grievance procedure is intended to restrict or limit the rights of any individual as provided under Section 606 of Act 195, effective October 21, 1970.

ARTICLE 9

PARAPROFESSIONAL RATINGS

1. A copy of the rating shall be given to a paraprofessional employee each time the paraprofessional employee is rated.
2. If a paraprofessional employee disagrees with a rating, the paraprofessional employee shall be given an opportunity to present his/her reason(s) for disagreement.
3. A paraprofessional employee who wishes to disagree with a rating must indicate dissatisfaction within five (5) workdays after receipt of the rating and request a rating conference with the principal.
4. “Unsatisfactory” ratings for paraprofessional employees must contain an explanatory anecdotal comment.
5. “Below-average” ratings for paraprofessional employees must contain an explanatory anecdotal comment.
6. Paraprofessional employees receiving an “unsatisfactory” or a “below-average” rating may, if they object to a rating and/or to an anecdotal comment, file a rebuttal

which will become part of those paraprofessional employees' permanent personnel files, along with the rating. They may also request a conference with the appropriate Human Resources administrator.

7. "Satisfactory" ratings for paraprofessional employees shall not contain negative anecdotal comments or check marks. Constructive criticism, if any, shall be confined to a rating conference between paraprofessional and administrator.
8. The rating scale for paraprofessional employees shall be on a two-point scale of either "satisfactory" or "unsatisfactory," with the provision that a rating of "below average" may be utilized in situations where a paraprofessional's performance is marginal or bordering on "unsatisfactory."
9. All annual ratings for paraprofessional employees shall be distributed no later than ten (10) calendar days prior to the close of the school year.
10. "Unsatisfactory" ratings may be submitted to paraprofessional employees in extraordinary situations, separate from the time specifications listed above, with a copy submitted to Human Resources which may be included in the paraprofessional employee's file.
11. Only School Board personnel as established by Board policy shall have the authority to rate the employees covered by this Agreement pursuant to this Article.

ARTICLE 10 PERSONNEL FILE PROCEDURES AND CLEARANCES

Permanent personnel files shall be maintained under the following conditions:

1. No material critical of a paraprofessional's conduct, service, character or personality shall be placed in the files unless the paraprofessional has had an opportunity to read the material. The paraprofessional shall acknowledge that the material has been read by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read. Such signature does not necessarily indicate agreement with its content.

2. The paraprofessional shall have the right to answer the material referred to above in writing, and to have the answer attached to the file copy.
3. Upon written request by the paraprofessional to the appropriate staff person, made personally or through the mails, the paraprofessional, on proper identification, will be permitted to examine the material in his/her personnel file, such examination to take place at a mutually agreeable time and in the presence of a personnel officer. The paraprofessional shall not ask to examine any preemployment information contained in the file. The paraprofessional shall indicate in writing that he/she has examined his/her file.
4. Normally no examination of personnel files will be requested during the two (2) weeks immediately preceding the opening of school in September, during the week preceding and the week following the close of the first semester, and during the first two (2) weeks and the last two (2) weeks of the school year.
5. No anonymous communication shall be placed in the personnel file of any paraprofessional covered by this Agreement.
6. Clearances
 - a. Effective with the start of the 2008-09 school year, paraprofessionals who have been employed at least three (3) years, may be required as a condition of continued employment no more than once every three (3) years, to obtain and submit clearances under Acts 34 and 151. These clearances will be maintained in the paraprofessional's personnel file. The cost of obtaining the clearances shall be borne by the District.
 - b. District representatives will meet with the PFT liaison to the Office of Human Resources to discuss implementation issues.

**ARTICLE 11
DUE PROCESS, DISCIPLINARY ACTION,
TRANSFER PROCEDURES, AND
DISCHARGE PROCEDURES**

1. The Board has the right to take disciplinary action against a paraprofessional for just cause.

A paraprofessional employee is entitled to be accompanied by a Federation representative at any meeting with a Board representative which could lead to any type of disciplinary action being taken against the employee. In the event of any such meeting, the paraprofessional employee shall be given a reasonable opportunity to contact a Federation representative if the employee elects not to waive Federation representation. If a paraprofessional employee desires representation by the Federation at such a meeting, the employee must request Federation representation before the meeting begins or representation shall be presumed waived for that meeting. This provision shall not apply to a rating conference with a paraprofessional employee.

2. Where any disciplinary action involving a paraprofessional is undertaken, it shall be handled in a manner designed to avoid embarrassment for the paraprofessional employee before other persons.
3. Any disciplinary action involving a paraprofessional may be processed as a grievance through the regular grievance procedure, except as provided in Section 8. of this Article.
4. No Board-initiated transfer of a paraprofessional shall be made for arbitrary or capricious reasons.
5. The Board shall not discharge any paraprofessional without just cause. If in any case the Board feels there is just cause for an actual discharge, the paraprofessional involved will first be suspended without pay for five (5) school days. A written notice of the nature and grounds for the suspension and intended discharge will be mailed to the paraprofessional employee within twenty-four (24) hours of the suspension. A copy of this written notice will be forwarded simultaneously to the Federation. At the request of the Federation a hearing will be held on the proposed discharge, such hearing to be held within the time period of the five (5) school day suspension. Within three (3) school days after the hearing, the Board will notify the Federation whether the suspension is reversed, modified, sustained, or converted to a discharge.
6. Within five (5) school days after the receipt of the Board's decision, the Federation shall have the right to process a written grievance at the second level of the

grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration if requested by either the Federation or the Board.

7. Any paraprofessional found to be suspended or discharged unjustly shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. In determining full compensation, the Board shall be given credit for all monies earned or received by the paraprofessional during his/her suspension which he/she would not otherwise have accrued.
8. The provisions of this Article shall not apply to any paraprofessional during the first ninety (90) days of employment. During this ninety (90) day period, the Board may discipline or discharge an employee, but such discipline or discharge shall not constitute a grievance under this Agreement.

ARTICLE 12
SENIORITY, DISPLACEMENT,
REASSIGNMENT, AND RECALL
PROVISIONS

1. Definition of seniority:
 - a. Total system-wide seniority (system seniority) is defined as the length of continuous full-time service as a paraprofessional with the Board since the most recent date of hire, including time spent on Board approved leaves of absence.
 - b. Individual employment-category seniority is defined as consecutive time spent as a regular full-time paraprofessional employee within a particular employment category. Examples of such employment categories are Educational Assistant I, Educational Assistant II, Educational Assistant III, Classroom Assistant, etc.
 - c. Individual job classification seniority is defined as consecutive time spent as a regular full-time paraprofessional employee within a particular job classification. Examples of such job classification are In-House Suspension Aide; School Support Aide; etc.
2. If the total system-wide seniority of two (2) or more

paraprofessionals is the same, the following tiebreakers shall be applied in the order listed:

- a. Previous regular service as a paraprofessional employee with the School District.
 - b. Prior day-to-day substitute paraprofessional service with the School District.
 - c. Prior service with the School District in any capacity.
3. Provisions regarding the displacement of regularly appointed and properly qualified paraprofessionals (whose most recently completed rating is “satisfactory”) due to program reductions or job (position) eliminations shall be conducted according to the following criteria:
- a. The application of seniority as outlined in Section 1., Subsection c., of this Article shall only be made within a particular school when it becomes necessary to determine which employee(s) is affected, i.e., displaced due to a loss of a position(s) within a particular job classification within a particular school based upon comparative job classification seniority as defined in Section 1., Subsection c., of this Article.
 - b. The application of seniority as outlined in Section 1., Subsection b., of this Article shall be made when due to program reductions or job (positions) eliminations, as referred to in Section 3. of this Article, it becomes necessary to determine which employee or group of employees must be displaced from a particular individual employment category based upon comparative employment seniority as defined in Section 1., Subsection b., of this Article.
 - c. System seniority as described in Section 1., Subsection a., of this Article shall be applicable as follows:
 - (1) As a procedure for tie breaking should two (2) or more paraprofessionals in the same building have both the same job classification and employment category seniority.
 - (2) To implement the provisions for bumping, i.e., to replace a paraprofessional with the least system-wide seniority.
 - (3) As the basis for furloughing, i.e., laying off the least senior paraprofessional employee(s).

- d. The provisions of Section 3. of this Article are subject to any restrictions of applicable federal, state, or local governmental program requisites, including but not necessarily limited to residence requirements, income levels, etc., and the School Board shall use the employee's most recently completed annual rating or, where applicable, may use a later rating to be completed prior to the time of implementation of a program reduction or elimination of jobs. No rating shall be developed in an arbitrary or capricious manner and all rating shall be done in accordance with the provisions of Article 9, Paraprofessional Ratings, of this Agreement.
4. In all instances, paraprofessional employee displacements shall be done according to the seniority provisions as described under Section 3., Subsections a. b., or c., utilizing the appropriate definitions of seniority as outlined in Section 1., Subsections a., b., or c. Subsequent placements or reassignments (including recall) shall be done in the inverse order of seniority.
5. Provisions regarding the subsequent reassignment of paraprofessional employees resulting from displacements or layoffs due to program or job reductions and/or eliminations shall be as follows:
 - a. A paraprofessional who is displaced under the provisions of Section 1., Subsection c., of this Article shall have the following options: the affected employee may elect to transfer to any available vacant position within that employee's own school for which he/she is qualified and providing that said vacancy is within the employee's employment category, or the displaced employee may elect to exercise his/her comparative employment category seniority in order to displace the least senior employee within the displaced employee's school. If the displaced employee elects not to fill a vacant position within his/her own school and does not elect to exercise his/her comparative employment category seniority in order to displace the least senior employee within his/her own school, then said employee may opt to transfer to any available vacant position at another school providing that the employee meets the proper qualification and employment category requirements. In any event, the

provisions of Article 15, Special Provisions Related to Transfers and Reassignments, shall apply only in those cases wherein the paraprofessional employee must transfer involuntarily from his/her own school.

b. A paraprofessional employee or group of employees displaced due to a program or job reduction within an individual employment category or displaced as a result of such conditions as are described in Section 5., Subsection a., of this Article shall be covered by the following provisions:

(1) Each such paraprofessional who may be so displaced shall be transferred, in order of system-wide seniority, to any available vacant position for which the paraprofessional is qualified according to the following sequence: to any equally paid vacant paraprofessional position (other than the displaced employee's former employment category), or to any lower-paid vacant paraprofessional position. In these cases the paraprofessional's eligibility shall be determined on the basis of comparative seniority and qualifications in relation to all other qualified and interested paraprofessional employees.

(2) Paraprofessionals reduced to lower-paid positions because of program reductions or job eliminations shall retain the position to which they were reduced for a period of time not to exceed one (1) school semester, i.e., to the midsemester break or to the end of the second semester, whichever is the applicable time period. Such reduced employees shall be offered vacancies in positions similar to those from which they were reduced as such positions become available. Any such vacancies which occur during the school semester, shall be filled on a temporary basis only until the end of the semester. Once the employee who had been assigned to a lower position, has fulfilled the time requirement as mentioned above in this Subsection, then he/she shall be offered the aforementioned temporarily filled position. In addition, said employee shall be entitled to the difference in salary between the lower paid position and the applicable rate of pay for

the new position retroactive to when he/she normally would have been placed into the new position had not the one (1) semester requirement, as defined previously, been in effect.

- (3) If there are no vacancies for which the displaced paraprofessional is qualified and eligible on the basis of comparative seniority, then he/she shall be permitted to bump the paraprofessional employee in the unit with the least system-wide seniority in any position for which the laid-off employee is qualified, except that the displaced paraprofessional may not bump into a higher salaried position (i.e., promotional position) than that which said employee held at the time of lay-off. A laid-off employee shall bump into his/her employment category first.
 - (4) Paraprofessionals who are reduced into positions different from those that they previously held through application of any of the above procedures resulting from program reductions or job eliminations shall be offered the opportunity to fill any vacancy, whether temporary or “bona fide,” which occurs in said employee’s former employment category or job classification, providing that said position is the same as that previously held by the employee. Such offers shall be made on the basis of said employee’s comparative seniority applicable to their former position.
6. The following is a checklist of various matters that laid-off paraprofessionals should be concerned about at the time of their layoff: unemployment compensation entitlement and filing procedures; continued Retirement System membership; continued interest on the individual’s prelayoff retirement contributions; health care coverages and dental coverage status; life insurance coverage; severance entitlement; system seniority; system seniority accumulation while on layoff; procedures for recall; future employment opportunities; implications of substitute work; payroll deduction auto insurance status; credit union rights; leaves information, particularly maternity leave matters; and any other pertinent information and advice relevant to layoff and recall.

7. In the event that there are no existing vacancies at the time that the paraprofessional is displaced and the employee's total system wide seniority does not permit bumping, then the paraprofessional shall be placed on a preferential hiring list for a period of two (2) years. During this period vacancies in such positions shall be filled from this list, in order of seniority, until all paraprofessionals on said list shall have the opportunity to be offered renewed employment. A paraprofessional placed on the preferential hiring list shall be offered a position, either similar to that which was earlier held or a lower-paid position according to the following provisions:
 - a. A paraprofessional placed on the preferential hiring list who thereafter is first offered a lower-paid position may exercise his/her right to decline that first offer without penalty, pending a later opportunity to apply for an equally paid position. This right of refusal by the paraprofessional employee applies only to the first offer of a position which is lower paid than that which was formerly held by said employee.
 - b. If a paraprofessional who is on the preferential hiring list elects to accept the first offer of a position which is lower paid than that which the employee formerly held, then said employee must remain in that lower-paid position for a period of time not to exceed one (1) school semester, i.e., to the midsemester break or to the end of the second semester; whichever is the applicable time period, before he/she shall be offered a position either equal or similar to that which the employee previously held when such positions are available. Any such vacancies which might occur during the one (1) school semester period, as defined above, shall be filled on a temporary basis only and the employee who accepted the first offer of a lower-paid position shall be eligible to apply for the temporarily filled position and be offered said position upon completion of the aforementioned one (1) school semester time period.
 - c. Additional postings of vacancies, new positions, and promotional opportunities shall be made as such become available, and as long as there are paraprofessionals in lower-paid positions and/or on the preferential hiring list. These postings shall be made in addition to those dates as covered by Section 3. of Article

13, Posting Vacancies, New Positions, and Promotional Opportunities. Any vacancies created by the application of the provisions in Article 13, Posting Vacancies, New Positions, and Promotional Opportunities, or Article 14, Transfer Application Procedures, shall be filled by those paraprofessionals who have been displaced into lower-paid positions or who are on the preferential hiring list.

- d. A paraprofessional placed on the preferential hiring list who declines an offer of a position, except as provided by Section 7., Subsection a., of this Article, shall be removed from the preferential hiring list.
8. Notification by the School Board to any paraprofessional employee who is on the preferential hiring list of an offer for reemployment shall be made by certified letter sent to the most recent address that the paraprofessional employee has given to the School Board. If no response is received by the School Board within fourteen (14) calendar days from the date of mailing, or if the certified letter is returned to the School Board because the addressee cannot be located, then the paraprofessional employee's name shall be removed from the preferential hiring list.
9. A school-system-wide paraprofessional seniority list shall continue to be compiled and maintained as per the terms of the previous Agreement. These seniority lists shall be updated annually and posted, such updating and posting to be completed no later than February 15 of each school year.
10. Seniority shall continue to be accumulated during layoff or physical disability as though the involved paraprofessional is in regular service. Such accumulation shall be for a maximum of two (2) years for layoff and one (1) year for nonwork related physical disability.
11. A laid-off paraprofessional may elect:
 - a. To go on layoff and continue his/her life insurance, hospitalization, and dental coverage for the first twelve (12) months of laid-off status by paying the full costs of same to the School District each month.
 - b. To go on layoff and drop all benefits, except severance pay entitlement, for the duration of the layoff.
 - c. To resign at any time following the layoff and receive his/her severance pay benefits.

12. The Board will cooperate with the Federation in seeking to assure that laid-off paraprofessionals may continue their membership in the Pennsylvania Public School Employees' Retirement System by electing to keep their prelayoff retirement contributions in the Retirement Fund and in having interest continue to accrue to their accounts during any period of layoff in the same manner as it would during their active employment.
13. A paraprofessional who is notified at any time during the course of the summer, including at the conclusion of the summer, that he/she will be laid off effective with the start of the new school year shall be entitled to unemployment compensation payments retroactive to the first week immediately following either the final week of school in June or the final week of work for that paraprofessional, whichever is the later week. This provision shall not apply to Primary Classroom Aides.

**ARTICLE 13
POSTING VACANCIES,
NEW POSITIONS, AND
PROMOTIONAL OPPORTUNITIES**

1. Posting of paraprofessional vacancy lists shall be made so that all paraprofessionals will be informed of available vacancies. Except as otherwise provided in this procedure, positions shall not be permanently filled or promised for permanent filling until appropriate posting procedures have been followed.
2. All postings will be on the District website. Postings will be made on the District Website July 1 and July 15. Vacancies occurring after the final posting need not be posted prior to being filled for the start of the new school year, but either shall be filled consistent with all procedures applying to the filling of posted vacancies or else shall be filled on the same basis as are those vacancies covered under the provisions of Section 4, of this Article.
3. Postings for special education paraprofessionals shall clearly delineate specific and/or unusual outlined in the Job Description (Article 21) involving, but not limited to, toileting, lifting, responsibilities, transportation of students, community based instruction.

4. Any vacancy or new position occurring during the school year will be filled temporarily for the duration of the semester or school year, with the possibility that the person filling said position may or may not retain that position at the end of such temporary period. Such positions shall be posted at the next appropriate posting date subsequent to their temporary filling, in order to permit application by other interested and qualified paraprofessional employees.
5. New positions shall be posted at all appropriate schools and on the District website for the information of all paraprofessionals, including occasions when opportunities and openings occur during the school year.
6. In filling vacant paraprofessional positions or new paraprofessional positions, the Board shall consider upgrading qualified applicants from among the various eligible classifications of paraprofessional employees.
7. The posting of promotional opportunities will be at all schools, at the Administration Building and on the District Website. Employees who apply for promotional opportunities shall receive electronically printed confirmation from Human Resources of the receipt of their applications.
8. The posting of vacancies, new positions, new classifications, and promotional opportunities is for the purpose of informing paraprofessionals of available opportunities and does not constitute any offer or guarantee of selection.

ARTICLE 14 TRANSFER APPLICATION PROCEDURES

1. To be eligible for transfer, a paraprofessional must have completed one (1) year of regular service, be rated as “satisfactory,” and be qualified to fill the applied-for position. Where applicable, qualifications for the position shall continue to include requisites of federally-funded or other specially-funded programs.
2. Requests for transfer must be submitted in accordance with current District procedure.

3. Paraprofessionals who desire to transfer to another building may make this request by listing not more than two (2) choices of schools in order of preference. Preferences for types of positions may be indicated.
4. All transfers shall be made by Human Resources. Applying for transfer does not constitute any offer or guarantee of transfer since it is necessary for Human Resources to consider several additional factors in making its final decision concerning filling of vacancies and granting of transfer requests.

**ARTICLE 15
SPECIAL PROVISIONS
RELATED TO TRANSFERS
AND REASSIGNMENTS**

The agreement between the Board and Federation concerning paraprofessional transfers and subsequent reassignments due to reductions or eliminations of programs or employee positions which existed during the term of the previous Agreement shall continue to be maintained over the terms of this Agreement as follows:

1. Only those paraprofessional employees who were transferred from work locations within their own community and reassigned to work locations outside of their community or home area due to the elimination of their positions are covered by the provisions of this Article.
2. The reassignment referred to in this Article must be such that it imposes a transportation hardship upon the employee so affected.
3. Each employee who is covered by the provisions of this Article shall be granted one (1) transfer request to return to a position similar to that which he/she previously held at a work location either in or close to the employee's home community and previous work location.

**ARTICLE 16
ANNUAL SUMMARY STATEMENTS
TO PARAPROFESSIONALS**

1. Paraprofessionals shall receive annual summary statements containing at least the following information:
 - a. Sick leave accrual.

- b. Value of group life insurance.
 - c. Salary step level, increment date, and longevity increment.
 - d. Such additional information as may be appropriate to add to this list from time to time.
2. Such annual summary statements shall be received by paraprofessionals no later than February 1 of each school year.
 3. These annual summary statements shall reflect the paraprofessional's status as of the second payroll in January, except that the amount shown for group life insurance is the coverage which became effective October 1 of that year, based upon the salary status as of September 1.

ARTICLE 17

LEAVES OF ABSENCE

1. Paraprofessionals may be granted Board-approved ordinary leaves of absence without Board pay for study or for other Board-approved reasons. Leaves of absence will not be granted to any paraprofessional seeking or obtaining gainful employment elsewhere. In order to be eligible for a Board-approved leave of absence, a paraprofessional shall ordinarily be required to have a minimum of two (2) years full-time service with the Board immediately prior to the leave period. This requirement does not apply to military leaves. No paraprofessional shall be granted ordinary leave without Board pay unless the employee agrees to return to Board employment for at least one (1) year immediately following the termination of such leave.
2. Paraprofessionals on Board-approved leaves of absence without Board pay for study or other purposes shall continue to receive advancement on the salary schedule while on such leaves, provided the purpose(s) for which said leave was taken are fulfilled by the paraprofessionals.
3. Maternity leave and maternity-related provisions:
 - a. Paraprofessionals who are employed in regular full-time positions shall be entitled to maternity leave in accordance with the provisions of this Agreement and with Board policy in effect at the time of the execution of this Agreement (except as the latter is amend-

- ed by the terms of this Agreement).
- b. All female paraprofessionals shall be entitled to maternity leave, regardless of length of service.
 - c. The right of female paraprofessionals to use sick leave instead of the maternity leave provisions of Subsection 3.b. shall continue to apply to the actual time of the disability due to childbirth and the period of recovery immediately thereafter. If this provision for the use of accumulated sick leave at the time of childbirth and any period of disability immediately preceding or following that time (or unpaid leave if the employee has exhausted all of her sick leave days) is used, then maternity leave entitlement continues not to be applicable to the involved female employee. However, leaves without Board pay for personal reasons relating to childbearing or childrearing, if they commence immediately following such sick leave absence (either paid or unpaid) due to childbirth and the period of recovery immediately thereafter, shall be available to female paraprofessionals. (For childrearing leave applying to male paraprofessionals, see Section 4.b. of this Article.) Such leaves shall not exceed two (2) years in length from the date of their inception, but may be of shorter duration as requested by the female applicant. This sick leave provision is applicable to all female personnel. No medical examination may be required by the School Board for at least six (6) weeks after the birth of the child; however, the period of absence under sick leave provisions may only be for any period of disability.
 - d. Persons on maternity leave are covered under Sections 5., 6., and 7. of this Article. Maternity leave is limited to a maximum of two (2) years, but may be of shorter duration.
 - e. Premature termination of pregnancy shall continue to be covered under sick leave provisions.
4. a. Leaves shall be available to paraprofessional employees, if requested, in the event of the placement for adoption and subsequent adoption of a child.
 - b. Childrearing leaves shall be available to male paraprofessional personnel at the time of birth or immediately thereafter for the same duration and under the

same provisions as apply to female personnel.

5. Upon termination of a paraprofessional's approved leave of absence, the paraprofessional shall be returned to the same position and/or assignment, in the same school or schools, from which the paraprofessional was granted leave of absence. Placement of the paraprofessional in a position and/or assignment other than that held at the inception of the leave shall not be for arbitrary or capricious reasons. Paraprofessionals returning from leaves near the close of the school year or school semester may not be returned to their former positions until the start of the following school year or school semester, in accordance with practices followed by the Board during previous Agreements.
 - a. When extending a leave to one (1) year or less, the School Board shall continue to assume the costs of fringe benefits for the period of the extension.
 - b. When extending a leave to beyond one (1) year, the paraprofessional shall continue to assume the costs of any fringe benefits which the paraprofessional wishes continued for the period of the extension.
6. Paraprofessionals on approved leaves may continue to participate in applicable fringe benefit programs provided by the Board under the same conditions that would be in effect during regular employment, except as provided in Section 7. of this Article.
7. Leaves of absence are not ordinarily extended into a second year except for maternity leaves and leaves relating to childbearing and childrearing.
 - a. If a leave exceeds one (1) year, including maternity leaves and leaves relating to childbearing and childrearing, the returning employee need not be placed as provided in Section 5. of this Article.
 - b. The paraprofessional granted such extension will pay his/her own and the Board's share of the cost of any fringe benefits which the paraprofessional wishes continued in the extended leave period. This provision shall also apply to the second year of maternity leaves and leaves relating to childbearing and childrearing.
 - c. Maternity leaves and leaves relating to childbearing and childrearing may be continued for the balance of

a school year, beyond either the normal one (1) year or two (2) year time period, in accordance with practices followed by the Board during previous Agreements.

8. Paraprofessionals shall be entitled to military service benefits, including advancement on the salary schedule, in accordance with the Board policy applicable to teachers and other professional personnel.
9. Paraprofessionals on ordinary leave without Board pay for study or other paraprofessional purposes shall be considered to be in regular full-time daily work attendance and have the right to continue membership in and make contributions to the Pennsylvania Public School Employees' Retirement System, subject to applicable requirements of said Retirement System.
10. Leaves without Board pay for reasons of health and other serious personal reasons may also be granted, subject to Board approval. Such leaves, if granted, shall not include provisions for salary schedule advancement.
11. Leaves of absence due to disability, except for work related disability for which the employee is receiving Workers Compensation are limited to a maximum of one (1) year.
12. Short-term leaves of absence with loss of pay lasting three (3) or more consecutive workdays may only occur following approval by the Board of Public Education upon recommendation of the Superintendent. In order for such leave requests to be processed, a letter requesting leave with loss of pay for three (3) or more consecutive workdays and bearing the signature of the appropriate principal or administrator must be in Human Resources at least three (3) weeks prior to the date of the intended absence. Notification will be made to the applicant as to the disposition of the request. In case of an emergency unpaid absence of three (3) or more consecutive workdays, the employee shall submit an explanation to Human Resources as soon as possible, either during or immediately following the period of emergency unpaid absence. Such an emergency unpaid absence shall also require the approval of the Board of Public Education though such approval, if granted, would of necessity occur after the fact of the involved absence. Unpaid absences of one (1) or two (2) workdays shall continue to

be administered by the appropriate principal or administrator in accordance with Human Resources directives.

13. This Article shall not be interpreted to diminish the prerogatives of the School District or the rights of any paraprofessional under the federal Family and Medical Leave Act of 1993.

ARTICLE 18 PARAPROFESSIONAL LEAVE POLICY

The Board shall continue to give appropriate consideration to the granting of paraprofessional leave day(s) to employees who apply, including paraprofessionals who apply to attend Federation or Federation-supported educational conferences and workshops. The Federation agrees that the determination of whether a paraprofessional conference or workshop warrants the granting of the paraprofessional leave under the provisions of this Article continues to rest with the Board. Such paraprofessional leave day(s) may be with or without loss of pay which will be determined by the Board on a case by case basis.

ARTICLE 19 MEDICAL CLEARANCES FOR RETURN TO ACTIVE SERVICE

1. Except in circumstances beyond the control of the Board, qualified medical personnel shall be available at the Board Administration Building, or at a Board established alternative location, for one (1) hour each school day for the purpose of approving paraprofessionals for return to work after illness of thirty (30) or more cumulative workdays within a period of one (1) school year, disabling injury, hospitalization, or extended leave for any reason. A paraprofessional who receives a medical clearance shall normally be returned to work the next workday.
2. The completed, Board-required, medical clearance form must be delivered or mailed to School Health Services prior to the day the paraprofessional is to return to work. In certain circumstances, it may be possible to return the employee to work on the same day as the form is delivered to the Board, provided that the paraprofessional has notified the principal the previous day so that no substitute (if provided) will be called for the day that the employee is to return to work.

ARTICLE 20
MAJOR DISCIPLINE AREAS

1. The parties recognize that an essential element in promoting student achievement is the existence of a safe, secure, and orderly learning environment in every school. The parties commit to the following:
 - a. Ongoing efforts to strengthen and to improve the learning environment in every school.
 - b. Regular meetings between Federation and District leadership to identify and address both weaknesses and strengths related to learning environment throughout the District.
 - c. Communication to schools and the community that learning environment and academic achievement are the parties' highest educational priorities and must exist simultaneously.
2. The Board and administration shall continue to support paraprofessionals covered under this Agreement in the appropriate and proper exercise of disciplinary authority relating to students in accordance with applicable provisions of the "School Discipline Code and Procedures" or of any other established and published Board policies and procedures for dealing with student misconduct. This Board and administration support shall include situations wherein the exercise of appropriate and reasonable physical restraint in relation to students may be necessary on the part of paraprofessionals covered under the term of this Agreement during unusual or emergency circumstances affecting order either within the school and its immediate environs as a whole or within individual classrooms.
 - a. The Board's Law Department shall continue to provide payment for legal assistance, acquired in cooperation with the Federation, to the paraprofessional employees covered under the terms of this Agreement, where such assistance is appropriate and necessary in matters arising out of the proper exercise of disciplinary authority relating to students in accordance with the "School Discipline Code and Procedures." In providing this legal assistance, the Law Department's primary obligation shall be to protect the Board's best interests and where, in the opin-

ion of the Board Solicitor, such protection in a specific case conflicts with protection of the paraprofessional, the paraprofessional and the Federation shall be so advised, and any Law Department assistance in that specific case shall be confined thereafter to those areas, if any, wherein such conflict does not exist. The Board shall continue to allocate an amount of \$5,000 annually, i.e., each calendar/budget year, to provide the preceding-referred-to legal assistance.

- b. The Board shall continue to allocate another amount of \$5,000 annually, i.e., each calendar/budget year, to provide payment for legal representation, acquired in cooperation with the Federation, for paraprofessional School Board personnel in equity or criminal legal actions initiated by those personnel against students, nonstudents, or adults. These legal actions must have arisen from student offenses and discipline in the schools and related incidents, including where a paraprofessional is pressing charges against a student, nonstudent, or adult arising from an assault upon the paraprofessional. The Law Department shall utilize these funds to provide this legal representation in those cases which the Law Department determines, after consultation with the Federation, meet the following criteria:
 - (1) A conflict of interest does not exist concerning the interests of the School Board.
 - (2) The litigation has not arisen solely from a personal antagonism.
 - (3) The case if prosecuted could benefit the School Board and paraprofessional personnel in maintaining fair and effective discipline in the school system.
- c. The two (2) \$5,000 annual amounts indicated in Subsections a. and b. above may be used interchangeably, i.e., a total of \$10,000 is available annually to cover an aggregate set of matters which may occur each year under either Subsection a. or Subsection b. The Board's total annual liability for the cost of legal representation under the combination of Subsections a. and b. above shall continue to be limited to \$10,000 per calendar/budget year.

3. All incidents of school-connected assaults upon students or Board personnel, including paraprofessionals, shall be reported to the Superintendent of Schools through the Office of Student Services or the organizational equivalent. The reports shall be available to School Safety. Appropriate procedures shall continue to be established and maintained by the Superintendent of Schools to insure the completeness of the assault reports. If requested, individual cases will be reviewed with the president of the Federation to the extent permitted by law.
4. The “Code of Student Conduct: Policies Governing Student Discipline, Student Rights and Responsibilities,” (Code) formerly “School Discipline Code and Procedures” including “Attendance Standards” and “Attendance-Related Procedures,” shall continue as in effect at the time of the execution of this Agreement, or as may be amended by the Board in the future. The Federation shall be consulted during the development of any amendments or additions to the Code including “Attendance Standards” and “Attendance-Related Procedures,” and of regulations relating thereto, such consultation to take place prior to the adoption by the Board of any such amendments, additions, or regulations.
5.
 - a. Agreement on this Article and its inclusion in the Agreement were reached pursuant to the provisions of Section 702 of Act 195.
 - b. Any proceedings initiated under Article 8, Grievance and Arbitration Procedures, of this Agreement in relation to this Article shall be presented at the appropriate level. If a third-level decision is appealed, such an appeal shall be undertaken in accordance with Section 11.b. of Article 8.
 - c. With respect to this Article and notwithstanding any other provision of Article 8, any arbitrator selected by the parties shall have authority only to find that the Board has not implemented, or has incorrectly applied, this Article, and shall have no authority to alter, amend, or change this Article in any manner whatsoever. Upon any finding that the Board has not implemented, or has incorrectly applied, this Article, the Board shall reexamine its action and shall institute appropriate remedial action.

6. The Board shall distribute to each new paraprofessional employee a complete copy of the "School Discipline Code and Procedures." This copy shall also include the full set of attendance standards for students. All paraprofessional employees shall receive a copy of any amendments to this Board publication.

ARTICLE 21

JOB DESCRIPTIONS

Except in unusual or emergency circumstances, paraprofessionals shall perform only those duties that are part of their regular job descriptions or normal work assignments.

1. Job descriptions shall be maintained for each paraprofessional classification, in accordance with provisions developed under prior paraprofessional Agreements. These job descriptions shall indicate specific work duties and, as needed, may also indicate more generalized areas of appropriate responsibility.
2. Job descriptions of all District special education paraprofessionals regardless of classification shall include clear, specific duties and responsibilities including, but not limited to, toileting, lifting, requirements and responsibilities related to the transportation of students, requirements and responsibilities related to community-based instruction, and the performance of all other duties and responsibilities assigned to the paraprofessional by the classroom or program teacher related to the full implementation of the student's IEP.
3. Any new or changed job descriptions shall be submitted to the Federation for review and comment prior to their completion and publication.
4. Duties of a substantially different skill level or area of responsibility shall not be developed for, or assigned to, paraprofessionals without prior consultation with the Federation. In any event, duties assigned to paraprofessionals shall continue to be appropriate to the types of duties that are associated with the general responsibilities of school paraprofessional employees and to the paraprofessional representation unit.
5. The provisions covering a basic competency test as part of the qualifications for certain paraprofessional job descriptions shall continue to apply as follows:

- a. A basic competency test for new hires as part of their qualifications shall continue to be required for a list of jobs agreed upon by the Board and the Federation.
 - b. Current employees shall continue not to be required to take the above-mentioned examination. They are “grandfathered” in, except that employees whose duties were primarily nonacademic in nature transferred into other job classifications whose duties are primarily academic in nature shall be subject to the competency test requirement provisions.
 - c. Subsection b. of this Article shall continue not to apply to those employees who have work-related experience, appropriate college credits from accredited institutions or other post-secondary credits from accredited institutions to meet the requirements of the particular paraprofessional position.
6. The right of the Federation to grieve on any change in a paraprofessional job description is to grieve on the rate assigned to the new job description and not on the change in the job description itself.
 7. Updated job descriptions shall be sent to and be made available at all work locations where paraprofessionals are employed. Job descriptions shall be sent to the appropriate work locations no later than February 15th of each school year with updated information, i.e., new job descriptions, changes in existing descriptions, etc., being supplied to each appropriate work location as such changes occur.

ARTICLE 22

HOURS OF WORK

1. The following shall be the workday for paraprofessional employees during the term of this Agreement:
 - a. The workday for security aide personnel shall be eight (8) hours, including a one-half ($\frac{1}{2}$) hour lunch period, from 8:00 a.m. to 4:00 p.m., or the equivalent
 - b. The workday for paraprofessional employees who are paid at an hourly rate of pay shall be eight (8) hours not including a one-half ($\frac{1}{2}$) hour unpaid lunch period, from 8:00 a.m. to 4:30 p.m., or the equivalent.
 - c. The workday for attendance assistants shall be seven

- (7) hours and forty-five (45) minutes, including a one (1) hour lunch period, 8:15 a.m. to 4:00 p.m., or the equivalent.
- d. Except as provided in Subsections a. through c. above, the hours of work for paraprofessionals in elementary schools shall be seven (7) hours and fifteen (15) minutes, including a one-half ($\frac{1}{2}$) hour lunch period, from 8:15 a.m. to 3:30 p.m., or the equivalent.
 - e. Except as provided in Subsections a. through c. above, the hours of work for paraprofessional employees in senior high schools and middle schools shall be seven (7) hours and thirty (30) minutes, including a one-half ($\frac{1}{2}$) hour lunch period, 8:15 a.m. to 3:45 p.m., or the equivalent.
 - f. The hours of work for paraprofessional employees in early childhood education programs shall be seven (7) hours and fifteen (15) minutes including a thirty (30) minute lunch period, from 8:00 a.m. – 3:15 p.m. or the equivalent.
2. All paraprofessional employees shall be provided with at least a one-half ($\frac{1}{2}$) hour, duty-free lunch period, except in some serious emergency situations.
 3. See Article 79, Accelerated Learning Academies, for hours of work provisions for paraprofessionals working at these schools.

ARTICLE 23 DISTRIBUTION OF WORK AMONG PARAPROFESSIONALS

Within individual schools, the assignment and distribution of paraprofessional duties, workloads and work schedules shall not be done arbitrarily or capriciously. A paraprofessional who questions his/her duties, workload, or work schedule may meet with the principal for discussion and possible adjustment of the matter.

ARTICLE 24 PARAPROFESSIONAL DUTIES

1. Except in unusual or emergency circumstances, paraprofessionals shall perform only those duties that are part of their regular job descriptions or normal work assignments.

2. Assistant Teachers, EAIIs and Classroom Assistants shall not be assigned lunch duty if there are special education classes or inclusion classes in session where paraprofessionals would normally be providing academic support or instruction during that lunch period. Paraprofessionals, however, may be assigned to a lunch duty to monitor special education students if no classes as referred to above are in session. If such lunch duty is added to the paraprofessional schedule, it shall not exceed more than one (1) period per school day.

ARTICLE 25 CHANGE IN CHILD CARE WORK ASSIGNMENTS

The provisions regarding substitute coverage in District child care programs shall continue as provided under the terms of the previous Agreement.

ARTICLE 26 DUTY ROSTERS

Work schedules for those paraprofessionals whose duties or assignments may vary throughout the day or week shall be posted in each school or work location on either a daily or a weekly basis, whichever is more applicable.

ARTICLE 27 NOTIFICATION OF FOLLOWING YEAR'S PROPOSED ASSIGNMENT

Each paraprofessional shall be given notice of the intended continuation of the paraprofessional's then current assignment for the following school year of any projected new assignment or reassignment. This shall be done where feasible prior to the close of the then current school year; otherwise, it shall be done by mail during the summer. Paraprofessionals shall not be reassigned or be given new assignments for arbitrary or capricious reasons.

ARTICLE 28
EMPLOYMENT OF
SPARE CLASSROOM ASSISTANTS

The procedures for hiring spare classroom assistants to replace classroom assistants who are absent shall be as follows:

1. A minimum of three (3) spare classroom assistant positions shall continue to be authorized, subject to the availability of State funding.
2. These positions shall be maintained by the Board throughout the life of this Agreement subject to Section 1. of this Article.
3. These additional positions shall be assigned as follows:
 - a. Conroy Education Center — two (2) spare classroom assistants.
 - b. Pioneer Education Center — one (1) spare classroom assistant.
4. Spare classroom assistants shall be full-time regular paraprofessional employees.
5. Spare classroom assistants shall be considered when filling vacancies for which they may qualify at their assigned schools or at other schools.
6. Spare paraprofessionals whose ratings are satisfactory shall be considered for regular positions within their classifications before any newly hired paraprofessional employees are assigned to such positions.

ARTICLE 29
PARAPROFESSIONAL ABSENCE
WITHOUT SUBSTITUTE AS REPLACEMENT

In the event a paraprofessional is absent and no substitute is provided, the workload(s) of other paraprofessional(s) shall only be altered or increased if such action is reasonably necessary in order to maintain the continued satisfactory operation of the regular school program.

**ARTICLE 30
ANNUAL NUMBER
OF PARAPROFESSIONAL
WORKDAYS**

1. The number of workdays in the regular work year for ten-month paraprofessional employees shall continue to be 189 (including teacher clerical days, which may be regular work-days for paraprofessionals). Where additional days are assigned, additional compensation shall be provided in accordance with Board practice in effect during the term of the previous Agreement. (See Article 35, Snow and Other Emergency Days, Section 4., for special situation wherein a school day off is provided in late May during any school year wherein no snow day or other school system-wide emergency day occurs.)
2. See Article 79, Accelerated Learning Academies, for workyear provisions for paraprofessionals working at these schools.

**ARTICLE 31
NONSCHOOL MEETINGS
FOR PARAPROFESSIONALS**

Paraprofessionals shall continue not to be required to attend meetings away from their regularly-assigned schools or work locations that extend beyond their normal workdays, unless compensation or compensatory time off is provided.

**ARTICLE 32
CLASSROOM COVERAGES AND
SUBSTITUTION FOR TEACHERS**

Paraprofessionals shall not be utilized as substitutes for teachers but shall be expected to monitor classes because of the unavailability of teachers when there are unusual or emergency circumstances.

**ARTICLE 33
USE OF STAFF FACILITIES
BY PARAPROFESSIONALS**

All staff facilities at schools and other work locations that are available for use by professional employees shall also be available for use by paraprofessional employees.

ARTICLE 34
UNIFORMS AND OTHER
SPECIAL WEARING APPAREL

Should uniforms or other special items of clothing be required by the School Board for wearing by any paraprofessional(s) they shall be provided and paid for by the School Board. In addition, the Board shall pay for any cost of dry cleaning and repair of said uniforms.

ARTICLE 35
SNOW AND OTHER EMERGENCY DAYS

1. Makeup of snow days and other emergency days shall be handled in accordance with the practices established in previous school years. Such days shall be made up only where the number of student days falls below one hundred eighty (180) days.
2. There shall be no loss of pay, sick leave, or personal leave on a school day which turns out to be a snow or other emergency day, whether the day is rescheduled or not. This provision shall not apply to paraprofessionals who are on an unpaid leave or on a paid sick leave, either of which extends beyond the workweek in which the snow or other emergency day occurs. In addition, this provision shall in no case be interpreted to increase any paraprofessional's salary for a given pay period or for an entire semester beyond what he/she would regularly receive for that pay period or entire semester.
3. Sick leave use and personal leave use shall not be charged to paraprofessionals on snow days or other emergency days that are subsequently to be rescheduled under the provisions of Section 1. of this Article.
4. In any school year where there have been no snow days or other School District-wide emergency days, the Friday preceding the Memorial Day weekend shall be rescheduled as a nonschool day for students and a nonworkday for paraprofessional employees at all school levels.

ARTICLE 36
COURT ATTENDANCE AND JURY DUTY

1. A paraprofessional who is called for service as a witness in court or for jury duty shall continue to be excused

without loss of pay. Any compensation received for such service or duty shall be remitted to the Board or an equivalent amount shall be deducted from the paraprofessional's salary or wages. This requirement shall not be applicable when such service or duty occurs on a snow day or other emergency day that is subsequently to be rescheduled under the provisions of Article 35, Snow and Other Emergency Days, Section 1.

2. Paraprofessionals involved in Juvenile Court proceedings, including where the paraprofessional has personally filed a charge involving a student and must appear in Juvenile Court, shall be excused without loss of pay.

ARTICLE 37 METHOD OF SALARY PAYMENT

1. Paraprofessionals shall be paid on a twice monthly basis during the regular school year. The first pay shall be scheduled for approximately the middle of September and the final pay shall be scheduled for the last day of the regular school year.
2. Paydates for paraprofessionals, except for the final pay in June, shall be on the same two (2) days per month as the semimonthly 12-month paydates, as agreed to by the parties for the start of the 2001-02 school year.
3. The option of having direct deposit of paychecks shall be offered to all paraprofessionals.
4. All paychecks and other compensation paid to individual paraprofessionals shall be sent, delivered, or presented in sealed individual envelopes.

ARTICLE 38 CHILD CARE SUMMER PAY SCHEDULE

1. The work year for paraprofessionals in the Child Care Program shall continue to be 209 days. The provisions regarding the schedule of pay dates and all related provisions shall continue to be in accordance with Board practice in effect during the previous Agreement.
2. Provisions regarding summer staffing policies and procedures developed and implemented during the previous Agreement shall continue to remain in effect throughout the term of this Agreement.

ARTICLE 39
MAINTENANCE OF SPECIAL EDUCATION
AND SPECIAL-EDUCATION RELATED
PARAPROFESSIONAL POSITIONS

The Board shall continue to endeavor to maintain at least the same number of those paraprofessional employment positions involved in or which contain duties associated with the various programs and/or services offered by the Board of Education's Program for Students with Exceptionalities.

ARTICLE 40 PARAPROFESSIONAL SALARY SCHEDULE

The following monthly salaries are for a ten (10) month work year, except for those classifications which require additional months service at the monthly rate listed:

	<u>7/1/2009</u>	<u>7/1/2010</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
Educational Assistant I						
School Support Aide;	\$ 2,201	2,245	2,290	2,336	2,383	2,431
Primary Classroom Aide;	2,653	2,706	2,760	2,815	2,871	2,928
Preschool Assistant Level 1; In-House Suspension Aide; Health Services Aide	2,733	2,788	2,844	2,901	2,959	3,018
Educational Assistant II						
Level A: Preschool Assistant; Level II (Head Start)	\$ 2,286 2,742 2,824	2,332 2,797 2,880	2,379 2,853 2,938	2,427 2,910 2,997	2,476 2,968 3,057	2,526 3,027 3,118
Level B: Preschool Assistant; Level II (Child Care - Career Dev.)	\$ 2,367 2,830 2,915	2,414 2,887 2,973	2,462 2,945 3,032	2,511 3,004 3,093	2,561 3,064 3,155	2,612 3,125 3,218
Educational Assistant III						
Level A						
Learning Support Aide; Emotional Support Aide; Vision Support Aide	\$ 2,697 3,216 3,312	2,751 3,280 3,378	2,806 3,346 3,446	2,862 3,413 3,515	2,919 3,481 3,585	2,977 3,551 3,657

PARAPROFESSIONAL SALARY SCHEDULE (continued)

Level B									
Attendance Assistant;	Step 1	\$ 3,243	3,308	3,374	3,441	3,510	3,580		
Classroom Communication Aide	Step 2	3,339	3,406	3,474	3,543	3,614	3,686		
Level C									
Assistive Technology Aide;	Step 1	\$ 3,350	3,417	3,485	3,555	3,626	3,699		
Teen Advocate	Step 2	3,451	3,520	3,590	3,662	3,735	3,810		
Classroom Assistant									
Life Skills, Physical, Autistic	Step 1	\$ 2,262	2,307	2,353	2,400	2,448	2,497		
Multi-Handicapped Support;	Step 2	2,320	2,366	2,413	2,461	2,510	2,560		
Monitoring Aide	Step 3	2,688	2,742	2,797	2,853	2,910	2,968		
	Step 4	3,025	3,086	3,148	3,211	3,275	3,341		
Assistant Teacher									
TMR Vocational Training Program;	Level I	\$ 3,018	3,078	3,140	3,203	3,267	3,332		
Project Liaison; Preschool Group	Level II	3,135	3,198	3,262	3,327	3,394	3,462		
Leader (Child Care - Career Dev.);	Level III	3,242	3,307	3,373	3,440	3,509	3,579		
School To Work	Level IV	3,350	3,417	3,485	3,555	3,626	3,699		
Student Services Assistant¹									
		\$ 3,474	3,543	3,614	3,686	3,760	3,835		
JROTC Noncommissioned Instructional Assistant²									
		\$ 3,867	3,944	4,023	4,103	4,185	4,269		

PARAPROFESSIONAL SALARY SCHEDULE (continued)

	<u>7/1/2009</u>	<u>7/1/2010</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
Security Aide ²						
Step 1	\$ 2,967	3,026	3,087	3,149	3,212	3,276
Step 2	3,056	3,117	3,179	3,243	3,308	3,374
Step 3	3,148	3,211	3,275	3,341	3,408	3,476
School District Police Officer ^{***}	\$ 3,541	3,612	3,684	3,758	3,833	3,910
Senior School District Police Officer ^{***}	3,754	3,829	3,906	3,984	4,064	4,145
Resident Security Specialist ³	3,980	4,060	4,141	4,224	4,308	4,394
Step 4	4,099	4,181	4,265	4,350	4,437	4,526
Senior Security Aide	\$ 3,108	3,170	3,233	3,298	3,364	3,431
Step 2	3,201	3,265	3,330	3,397	3,465	3,534
Step 3	3,297	3,363	3,430	3,499	3,569	3,640

*The Annual salary rate shall be either as shown or at the rate as appropriated by the Federal Government for military pay increases, whichever is the greater amount.

***Applies only to those security employees who have completed an Act 77 certification, or the equivalent.

¹This salary rate is applicable to individuals employed as Student Services Assistants on or after July 1, 2006. The salary schedule applicable to Student Service Assistants hired into that position prior to July 1, 2006, is set forth in Addendum "A" of this Agreement

PARAPROFESSIONAL SALARY SCHEDULE (continued)

²Incumbent Senior Security Aides, added to the unit as of February 1998, are grandfathered for the purposes of salary and longevity entitlements, as well as all other provisions specified in the April 1998 Agreement reached between the District and the PFT

³Incumbent Resident Security Specialists, added to the unit as of February 1997, are grandfathered for the purpose of salary and longevity entitlements, as well as all other provisions specified in the April 1998 Agreement reached between the District and the PFT

	<u>HOURLY RATES</u>					
	<u>7/1/2009</u>	<u>7/1/2010</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
Vocational/Technical Instructional Assistant	\$ 21.27	21.70	22.13	22.57	23.02	23.48
Vocational Assistant	\$ 22.47	22.92	23.38	23.85	24.33	24.82
Aide for Students with Disabilities	\$ 11.81	12.05	12.29	12.54	12.79	13.05

NOTE: Where applicable and authorized, the extended workday differential for paraprofessional employees shall be \$1,000 per year.

PARAPROFESSIONAL SALARY SCHEDULE (continued)

Student Services Assistants

Pursuant to a unit clarification to the Paraprofessional Collective Bargaining Agreement of the job category Student Services Assistant, individuals serving as Student Service Assistants at that time were grandfathered on the former Support Salary Schedule. It was agreed that they would continue to receive the step movements they would have received as Support employees. New Student Services Assistants employed subsequent to July 1, 2006 will receive the flat monthly rate set forth in Article 40, Paraprofessional Salary Schedule. The schedule for grandfathered Student Services Assistant is as follows:

	<u>7/1/2009</u>	<u>7/1/2010</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
Step 1	\$ 3,474	3,543	3,614	3,686	3,760	3,835
Step 2	3,523	3,593	3,665	3,738	3,813	3,889
Step 3	3,620	3,692	3,766	3,841	3,918	3,996
Step 4	3,726	3,801	3,877	3,955	4,034	4,115
Step 5	3,829	3,906	3,984	4,064	4,145	4,228
Step 6	3,936	4,015	4,095	4,177	4,261	4,346
Step 7	4,038	4,119	4,201	4,285	4,371	4,458
Step 8	4,146	4,229	4,314	4,400	4,488	4,578
Step 9	4,242	4,327	4,414	4,502	4,592	4,684
Step 10	4,352	4,439	4,528	4,619	4,711	4,805

ARTICLE 41

SALARY CORRECTIONS

This Article defines the amount of retroactivity due in the event of an improper calculation and payment of a paraprofessional's compensation, whether the paraprofessional employee is underpaid or overpaid.

1. Any paraprofessional who has been underpaid in salary and/or who is currently being underpaid in salary shall receive retroactive pay from the Board for a period not to exceed six (6) work months, with said six (6) months being backdated from the time when the union or the employee has originally initiated an inquiry with the Board into whether or not some salary underpayment has been made or is being made by the Board to the employee. The length of time from the date of original inquiry until the time when an adjustment of the matter, if any, is reached shall be additional to this six (6) month maximum limitation that otherwise would apply to the collection of back pay.
2. If a paraprofessional employee has been overpaid at any time during his/her employ with the Board, or is found to be receiving currently an incorrect salary that is higher than the employee should actually be receiving, the employee shall not be required to make any back payment to the Board for said salary overpayment. The Board shall have the right to correct the employee's salary effective with the initial month when the Board originally discovers the salary overpayment and so informs the employee and the union, provided that the Board is correct in its assessment that a salary overpayment is occurring. In the event that any delay should occur in such a correction, the Board shall be entitled to make the correction in salary payment retroactive to that initial month, again provided that the Board is correct in its determination that a salary overpayment is occurring.
3. The provisions of Section 2. shall not apply:
 - a. In any circumstance where the paraprofessional has furnished false or incorrect information; or
 - b. In any case where an overpayment is the result of a mechanical malfunction, an incorrectly issued paycheck, or any error not related to the calculation of an employee's monthly or annual salary.

4. Each paraprofessional who is newly hired or who is rehired following an interruption in service shall be informed in writing of the employee's continuing responsibility to determine that he/she is at all times receiving the proper salary, increments, and raises to which he/she is entitled and shall be informed of the limitation on retroactive pay for salary underpayments that is prescribed by the provisions of Section 1. of this Article.

ARTICLE 42 SALARY SCHEDULE PLACEMENT

1. Placement on proper salary step:
 - a. In the case of ten (10) month paraprofessional employees, one (1) year's service shall mean ten (10) work months.
 - b. Years of service shall mean service with the Board in any full-time paraprofessional capacity.
2. Placement on Step 2 shall continue to occur immediately following the completion of one (1) year's satisfactory service.
3. Only those paraprofessional employees who have completed two (2) or more years of service as a classroom assistant shall be placed on Step 3 of the salary schedule for classroom assistants.
4. A paraprofessional employee(s) whose paraprofessional position(s) is reclassified to either a higher-salaried or hourly rated pay level shall be placed on the salary step or level commensurate with the affected employee's years of service and educational qualifications.

ARTICLE 43 PARAPROFESSIONAL PROFESSIONAL DEVELOPMENT WORKSHOP RATES AND EVENING RATES

1. a. Commencing with the 2007-2008 school year, all paraprofessionals paid through the Program for Students with Exceptionalities (EAIII – Levels A & B; Classroom Assistants, Assistant Teachers and Aides for Students with Disabilities) will have the opportunity to complete up to 15 hours of professional development training paid at the effective paraprofessional

workshop rate. These trainings can occur between July 1 – June 30 and must be completed outside of the workday in order to be eligible for payment.

- b. These hours may be completed at approved programs provided by the District and/or Pittsburgh Federation of Teachers, local resource centers such as PaTTAN.
 - c. Prior approval must be secured verbally or in writing from the Special Education Instructional Liaison assigned to that paraprofessional's school
 - d. Documentation forms will be available on the PSE website, must be signed by the school's Special Education Instructional Liaison and must be submitted annually no later than June 30th.
2. The rate of pay for paraprofessionals participating in workshops shall be \$12.00 per hour.

ARTICLE 44
SPECIAL PROVISIONS REGARDING
CONROY, PIONEER AND McNAUGHER
EDUCATION CENTERS' INTRAMURAL
PROGRAM

1. Conroy Education Center, Pioneer Education Center and McNaugher Education Center shall be allocated ten (10) hours per school year, with these hours to be applicable to those paraprofessional employees who are involved in the preparation for and participation in intramurals and athletics, including the "Special Olympics."
2. The hourly rate of pay for those paraprofessional employees covered by the provision as outlined in Section 1. of this Article shall be \$11.22.

ARTICLE 45
SPECIAL PROVISIONS REGARDING THE
VAN TRANSPORTATION PROGRAM
AT CONROY EDUCATION CENTER

1. Paraprofessional employees at the Conroy Education center whose pupil van transportation duties involve a lengthened workday for said employees, including employees who work in the summer program, shall be paid for one (1) additional hour. Payment shall only apply to those hours actually worked by the involved

paraprofessional employee.

2. The hourly rate of pay for those paraprofessional employees covered by the provisions as outlined in Section 1. of this Article shall be \$10.23.

ARTICLE 46
SCHEDULE OF PAY DATES FOR THE
VAN TRANSPORTATION PROGRAM
AT CONROY EDUCATION CENTER

Paraprofessional employees at the Conroy Education Center who are assigned to van transportation duties shall be paid for the performance of those duties on the regularly scheduled semimonthly paydays during the regular school year.

ARTICLE 47
OVERTIME

The overtime provisions contained in this Article shall apply in the event paraprofessionals are eligible for overtime pay.

1. Overtime pay at the rate of time-and-one-half shall be paid for all hours worked in excess of forty (40) hours worked in any workweek.
2. Security Aides and Preschool Assistants, Level II, shall be paid at the rate of double time for all hour worked on the seventh consecutive workday in a workweek and double time shall always apply to work performed on Sunday.
3. Compensatory time off at the applicable overtime rate may be granted in lieu of overtime pay by mutual agreement between the Board and the employee involved.
4. Overtime work for security aides shall only be assigned by the Chief of School Safety in conjunction with the school principal. In addition, School District Police Officers and Senior School District Police Officers shall continue to be entitled to a minimum of two (2) hours call time at their straight time hourly rate of pay.
5. Except in emergency circumstances, security aides shall be informed of any overtime assignments at least on the workday immediately preceding that on which their overtime services are required.
6. The workweek for the purpose of overtime calculations only shall be seven (7) consecutive days beginning at

12:01 a.m. on Monday. This workweek definition shall not be used in interpreting or applying any other Article(s) of this Agreement or in applying or defining any other wage, hour, or working condition matters that are mandatory subjects for collective bargaining under Act 195 of 1970.

7. Unworked hours shall not be counted towards overtime calculation, provided however, an unworked holiday which would have been worked but for the holiday shall be counted as hours worked in computing overtime under this Article.
8. Overtime pay shall not be duplicated for any hour or set of hours worked in a complete workweek. Hours which are compensated at the overtime rate of pay shall not be counted further for any purpose in determining overtime pay under this or any other provision(s) of this Agreement.
9. Employees working on any paid holiday shall be paid one and one-half (1½) times their regular rate for all hours worked plus unworked holiday pay on such holiday.

ARTICLE 48 LONGEVITY INCREMENT

1. The longevity increment shall continue to be provided to paraprofessionals who have completed twenty-two (22) years or more of service with the Pittsburgh Public Schools and who have a rating of "satisfactory." It shall continue to become available to eligible paraprofessionals either in September or in February, whichever month is applicable, immediately following their completion of twenty-two (22) years of service with the Pittsburgh Public Schools.
2. The longevity increment shall be as follows:

10 month employees	\$600
11 month employees	\$660
12 month employees	\$720

ARTICLE 49
SEVERANCE PAY AND
SEVERING EMPLOYMENT

1. Employees with one (1) or more years of continuous service who separate from employment with the Pittsburgh School District through resignation or retirement, but not through discharge for cause, shall be eligible to participate in the severance pay plan.
 - a. Employees with one (1) or more than one (1) year of continuous service, but less than two (2) years, shall be regarded as having one (1) year of such service for purposes of any severance pay computation.
 - b. Employees with two (2) or more than two (2) years of continuous service, but less than three (3) years, shall be regarded as having two (2) years of such service for purposes of severance pay computation.
 - c. Employees with three (3) or more than three (3) years of continuous service shall continue to receive full credit for purposes of severance pay computation for all such service and/or accumulation of sick leave and personal leave, subject to the maximum accumulations of sick leave and personal leave for severance pay purposes that are provided under the applicable Sections of this Article.
2. Definition of “retirement,” “retiree,” and “resignation”:
 - a. The term “retirement” shall mean retirement under the provisions of the “Public School Employees’ Retirement Act” and the “Recodification of 1975,” including “early retirement” after twenty-five (25) years of service, any disability retirement, and any retirement falling under the “retiree” definition contained in Subsection b. of this Section.
 - b. The term “retiree” shall mean any paraprofessional who retires and begins collecting his/her annuity following:
 - (1) At least twenty (20) years of credited service to the Pennsylvania Public School Employees’ Retirement System and having reached at least age fifty (50); or
 - (2) At least ten (10) years of credited service to the PPSERS and having reached at least age fifty-five (55); or

- (3) Having reached at least age sixty-two (62), regardless of number of years of credited service to the PPSERS; or
 - (4) At least five (5) years of credited service to the PPSERS and having been placed on disability retirement following certification by a physician to be either physically or mentally incapacitated for the continued performance of duty.
 - c. The term “resignation” shall mean normal resignations from the School District and shall not include voluntary or forced resignations submitted for the specific purpose of terminating dismissal proceedings involving conduct other than job performance.
3. Should an employee die while in active service, the employee will be considered a retiree or a resignee for severance pay purposes, whichever is applicable. Proper severance pay payment will be made to the employee’s estate. Consideration as a retiree will be applicable if the employee is eligible for superannuation retirement, withdrawal allowance, or disability retirement.
4. For retirees, payment for unused accumulated sick leave and personal leave days shall be as follows:
 - a. Accumulation of sick leave days is without limit for purposes of severance pay computation.
 - b. Retirees shall be entitled to payment of one-half ($\frac{1}{2}$) of their unused accumulated sick leave days.
 - c. Payment shall be made at the rate of \$52 per accumulated day, effective September 1, 2006.
5. For resignees, payment for unused accumulated sick leave and personal leave days shall be as follows:
 - a. Accumulation of sick leave days is without limit for purposes of severance pay computation.
 - b. Resignees shall be entitled to payment for one-third ($\frac{1}{3}$) of their unused accumulated sick leave days.
 - c. Payment shall continue to be made at the rate of \$50 per accumulated day.
6. Unused personal leave days that were accumulated in a paraprofessional employee’s severance pay account (i.e., prior to implementation of the provision which converts unused personal leave days to sick leave days) shall be

maintained in the paraprofessional employee's severance pay account and shall be counted towards the total accumulated days available for severance pay as set forth in Sections 4. and 5. above. (A maximum of six (6) such unused personal leave days was able to be so accumulated.)

7. Severance pay may be withdrawn by retiring paraprofessional employees over a three-year period if they so elect.
8. Any rehiree who received a severance pay payment as his/her earlier resignation shall have any subsequent severance pay payment affected as follows:
 - a. If the rehiree's second severance pay payment at either retirement or resignation is based on accumulated sick leave and personal leave, then the total of the rehiree's two severance pay payments combined shall not exceed the maximum severance pay payment allowable for either resignation or retirement, whichever is applicable, under the terms of the Agreement in effect at the time of his/her eligibility for a second severance pay payment.
9. Paraprofessional employees approved for a disability retirement must sever their employment with the District within two (2) years of the effective date of the disability retirement.

ARTICLE 50 UNEMPLOYMENT COMPENSATION, STATE AND FEDERAL

1. All paraprofessionals shall be provided the Unemployment Compensation coverage applying to all Pittsburgh Public Schools' employees, in accordance with State and Federal law and with the further provisions of this Article.
2. Throughout all budget years falling wholly or partially within the term of this Agreement the Board agrees to continue its participation in the Pennsylvania Unemployment Compensation Fund under the same self-insured option that was adopted by the Board for use during the term of the previous Agreement, unless the laws or rules and regulations for participation under said self-insured option are changed so as to make the economics of continued participation under said self-insured option disadvantageous to the Board.

3. In the event the present Unemployment Compensation coverage provided pursuant to State and Federal law becomes unavailable during the term of this Agreement because the existing law or laws are found illegal or unconstitutional in such a way as to preclude the School Board from providing this coverage, then the provisions of Article 51, Special Unemployment Compensation Program, shall be in effect for the duration of the term of this Agreement, without any interruption in the assurance of Unemployment Compensation coverage for all those paraprofessionals and other Federation-represented personnel entitled to that coverage.

ARTICLE 51 SPECIAL UNEMPLOYMENT COMPENSATION PROGRAM

1. The provisions of this Article shall only be applicable in the event the Unemployment Compensation coverage provided for in Article 50, Unemployment Compensation, State and Federal, should no longer be available to paraprofessionals and other Federation-represented personnel, which contingency is dealt with under Section 3. of Article 50, Unemployment Compensation, State and Federal.
2. The Unemployment Compensation coverage to be provided paraprofessionals pursuant to this Article shall be the same as the coverage provided pursuant to Article 40 of the 1976-1978 Agreement between the parties. The regulations and procedures for administering this coverage, in the event it should become applicable, shall be the same as those promulgated by the Division of Employee Relations during the term of the 1976-1978 Agreement.

ARTICLE 52 GROUP LIFE INSURANCE

1. The Board shall continue to pay the premium in full for all life insurance coverage for all participating employees covered by this Agreement.
2. The full amount of life insurance to which an employee is entitled shall continue to be one and one-half (1½) time the employee's regular annual salary, except that the maximum value of group life insurance available to any

employee covered by this Agreement shall not exceed \$25,000.

3. All employees who retire during the term of this Agreement whose participation in the group life insurance plan meets any one (1), or more, of the following three (3) entitlement criteria shall receive upon retirement fully paid-up life insurance coverage in the amount of \$2,500, with all costs to be paid by the Board:
 - a. Enrollment in the group life plan for a period of not less than ten (10) consecutive years prior to retirement; or
 - b. Continuous enrollment in the group life plan from his/her most recent date of hire by the Board until retirement; or
 - c. Continuous enrollment in the group life plan from January 1, 1977, until retirement.
4. A retiree under this Article is any member of the group life plan who retires and begins collecting his/her annuity following:
 - a. At least twenty-five (25) years of credited service to the Pennsylvania Public School Employes' Retirement System and having reached at least age fifty (50); or
 - b. At least ten (10) years of credited service to the PPSERS and having reached at least age fifty-five (55); or
 - c. At least five (5) years of credited service to the PPSERS and having reached at least age sixty-two (62); or
 - d. At least five (5) years of credited service to the PPSERS and having been placed on a disability retirement following certification by a physician to be either physically or mentally incapacitated for the continued performance of duty.

ARTICLE 53
GROUP INSURANCE PLAN
PAYROLL DEDUCTION PRIVILEGE
(AUTO AND DISABILITY INSURANCE)

1. The Board will continue to permit utilization of payroll deduction for the maintenance of a Federation sponsored voluntary group auto insurance plan. Payroll deduction for homeowner's insurance will also be permitted to be added to the auto insurance deduction, so long as the deduction is a single amount to one (1) Federation designated insurer.
2. The Board will continue to permit payroll deduction for such a purpose provided that participation in the plan is made available at least to all paraprofessional employees. The Board will continue to provide any payroll services necessary for instituting and/or maintaining this payroll deduction plan.
3. Payroll deduction availability for this purpose shall continue throughout the term of this Agreement.
4. It is further agreed that in permitting such a payroll deduction plan the Board assumes no responsibility for, and in no manner whatsoever endorses, the carrier of the plan.
5. The Federation agrees to defend, indemnify, and hold harmless the Board for any and all claims whatsoever, including reasonable attorney's fees, arising out of operation of this payroll deduction provision.
6. All appropriate payroll deduction provisions of Section 1. through Section 5. of this Article shall continue to apply to a group disability income insurance program made available by the Federation for voluntary participation by paraprofessionals and other nonprofessional and professional personnel it represents. The Federation agrees that all premium costs for participation in such a disability income plan shall be borne by the individual enrollee. There shall be no premium costs of any type to the School Board.

ARTICLE 54 LIABILITY INSURANCE

The Board shall continue to provide group liability insurance protection for paraprofessionals covering any actions or occurrences which were covered by the comprehensive general liability insurance policies in effect during the term of the previous Agreement. Coverage shall be at least \$500,000 per individual, with additional protection up to \$5,000,000 if the aggregate annual \$5,000,000 liability limit is not reached during an applicable September 1 to August 31 annual period. The Board reserves the right to provide this coverage through a group policy or policies, self-insurance or a combination thereof.

ARTICLE 55 TUITION WAIVER PROGRAM

1. The Board agrees to permit paraprofessionals and other Board professionals and nonprofessional employees who reside outside of the Pittsburgh School District to make application to enroll their children in the Pittsburgh Public Schools if they so choose. Any such children who are admitted by the School District to enrollment in the Pittsburgh Public Schools shall be permitted to attend school without any tuition payment by their parents to the Pittsburgh School District, as long as at least one (1) parent continues as an employee of the Pittsburgh Public Schools. This “employee-requirement” provision shall be considered to continue to be satisfactorily met in the event the employee parent should retire (except if the retiree takes other employment), interrupt or discontinue employment due to a disabling illness or injury, die, be laid off, or be on an approved leave of absence.
 - a. The assignment of all new tuition waiver students will be to the feeder pattern established by the address of the work location in which the parent or guardian works.
 - (1) In the event that the work location of the employed parent changes at the initiation of the employee, the feeder pattern of the child or legal dependent will not change.
 - (2) In the event of an involuntary transfer of an employee, the parent may exercise the option to

maintain the child's feeder pattern or to reestablish it based on the employee's new work location.

- (3) If both of the parents of a tuition waiver student are nonresident employees, the original application must identify which parent's work location will establish the student feeder pattern.
 - b. Tuition waiver students will continue not to be assigned to a specific magnet program until all resident applicants on the appropriate waiting lists have been placed in that specific magnet. The sibling preference rule for magnet schools continues not to apply to tuition waiver students.
 - c. The Board policy which excluded residents of the Woodland Hills School District from the tuition waiver program may be rescinded.
2. Transportation of such children to and from school shall be the responsibility of the parents, except where normally provided School Board transportation is available. The provisions of this Section are to assure that no additional transportation costs are incurred by the Board in maintaining this benefit for paraprofessionals and other Board employees.
 3. The procedures for conducting and administering this tuition waiver program shall continue, unless altered by mutual agreement between the parties in the future.

ARTICLE 56 VANDALISM FUND

1. The provisions for administration of the Vandalism Fund shall continue as previously agreed upon between the Board and the Federation.
2. An annual Vandalism Fund of \$30,000 shall be allocated for each school year and summer during the term of this Agreement for all paraprofessionals and other School Board employees. The purpose of the Vandalism Fund shall continue to be to reimburse paraprofessionals and other Board employees for damage to, or loss or destruction of, personal property, excluding money, incurred in the performance of their duties.
3. The Fund shall be administered under the following conditions:

- a. That appropriate administrative rules for submission and substantiation of claims, including the use of the employee's vandalism claim form, be maintained;
 - b. That payment be limited to a maximum of \$100 per incident to the extent not paid by insurance;
 - c. That appropriate depreciation allowance, except as provided under Section 4. be applied to claims, where applicable, by the Human Resources;
 - d. That personal property of paraprofessionals, whether in the school building or in the paraprofessional's car, that has not been brought to school for work or other school-related purposes and would not normally or routinely be brought to school may be disallowed for Vandalism Fund payment by Human Resources;
 - e. That claims be submitted no later than thirty (30) days after the occurrence of the incident giving rise to the claim. Claim forms shall include written notice that claim must be filed within thirty (30) days after the vandalism incident;
 - f. That payments, subject to the provisions of Section 5., be made within a reasonable time after submission and substantiation of claims;
 - g. And that damage of automobiles resulting from routine parking operations be excluded.
4. The Vandalism Fund shall not depreciate payments for eyeglasses belonging to paraprofessionals which are damaged or broken due to an assault upon the employee by a student, parent, or outsider, or when the glasses are damaged or broken due to breaking up a fight or assisting in settling other school disturbances.
 5. Payments for all valid claims each school year and summer will be all made initially at 70% of the full appropriate amounts. The remaining 30%, or a proportional adjustment of that 30%, shall be paid to claimants no later than September 15 of the following year, once a determination has been made as to the sufficiency of Vandalism Fund monies to meet valid claims either in full or pro rata.

ARTICLE 57
GROUP HEALTH CARE PLANS AND
HEALTH CARE PROVIDER

1. The following provisions for group health care plans and provider shall be effective July 1, 2007.
 - a. All group health care plans shall be maintained with Highmark as the provider with the Highmark Indemnity plan converted to the Highmark Preferred Provider Organization (PPO) and the Highmark Point of Service (POS) plan converted to Highmark Choice Blue Preferred Provider Organization (PPO). The Highmark plans shall be:
 - (1) Highmark Preferred Provider Organization (PPO) plan – Preferred Blue PPO plan (successor to Indemnity/Traditional plan).
 - (2) Highmark Choice Blue Preferred Provider Organization (PPO) plan – Choice Blue PPO plan (successor to Point of Service (POS) plan).
 - (3) Highmark Health Maintenance Organization (HMO) plan – Keystone Blue Health Plan (HMO) with a vision care plan.
 - (4) Highmark Preferred Provider Organization (PPO) plan with in/out of network deductible – Standard Blue PPO plan. This plan will be available to Paraprofessional employees effective January 1, 2010.
 - b. Annual open enrollment periods shall occur in November each year for coverage beginning each immediately following January 1. Movement among the Highmark plans during any annual open enrollment period shall not be subject to any preexisting conditions, limitations, or exceptions.
 - c. No employee may elect to change to the Preferred Blue PPO plan or the Choice Blue PPO plan. Employees already in the Preferred Blue PPO plan or Choice Blue PPO plan at the time of ratification of the contract may stay in the plan. Employees who elect to remain in the Preferred Blue PPO plan or Choice Blue PPO plan will continue to pay the premium cost difference between the applicable PPO plan and HMO premium, in addition contributing either 1% or $\frac{3}{4}$ % of

their base wages.

2. Specific provisions applying to the Highmark group health care plans:

- a. Prescription drug retail and mail order copayments under the Preferred Blue PPO, Choice Blue PPO and Keystone Blue HMO are: \$10 generic, \$20 brand formulary* and \$40 brand non-formulary*, with Mandatory Generic**. The ability to purchase the greater of a 34 day supply or 100 units at a participating retail pharmacy shall continue in effect with the appropriate copayment applied per prescription. The ability to purchase up to a 90 day supply with unlimited dosage units by mail order at a participating mail order pharmacy shall continue in effect with the appropriate copayment applied per prescription. NO benefits are available if drugs are purchased at a non-participating pharmacy.
- b. Prescription drug retail copayments under the Standard Blue PPO are: \$10 generic, \$30 brand formulary* and \$50 brand non-formulary, with Mandatory Generic**. The ability to purchase a 31 day supply at a participating retail pharmacy shall continue in effect with the appropriate copayment applied per prescription. Prescription drug mail order copayments are: \$20 generic, \$60 brand formulary* and \$100 brand non-formulary*, with Mandatory Generic**. The ability to purchase up to a 90 day supply with unlimited dosage units at a participating mail order pharmacy shall continue in effect with the appropriate copayment applied per prescription. NO benefits are available if drugs are purchased at a non-participating pharmacy.

*The Highmark formulary is an extensive list of Food & Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the Highmark Pharmacy and Therapeutic Committee made up of clinical pharmacists and physicians and may, from time to time, be revised by the committee. Your program includes coverage for both formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above.

**You are responsible for the payment differential when a generic drug is available and the doctor or patient specifies a

brand name drug. Your payment is the price of the difference between the brand drug and generic drug in addition to the brand drug copayment or coinsurance amounts which may apply.

- c. Deductibles, when applicable, shall be as follows:
 - (1) Preferred Blue PPO and Choice Blue PPO plans: \$250 – Individual and \$500 - Family.
 - (2) Standard Blue PPO: in network \$250 – Individual and \$500 – Family; out of network \$500 – Individual and \$1,000 – Family.
 - d. Vision care coverage shall continue to be provided only with the Keystone Blue Health Plan HMO. Effective January 1, 2007 the vision care coverage is provided through Davis Vision Plan.
 - e. Preferred Blue PPO and Choice Blue PPO plans out of pocket expenses for employee shall be capped annually at individual deductible + \$1,000 or family deductible +\$2,000. Standard Blue PPO plan out of pocket expenses for employee shall be \$2,500 for an individual or \$5,000 for family.
 - f. Out-of-network lifetime maximum, under all PPO plans shall be \$1,000,000.
 - g. Changes by paraprofessional employees from one Highmark plan to another during any annual open enrollment period shall continue to be able to be made without any limitations or exceptions for preexisting conditions. (As per Section 1.b., of this Article.)
 - h. Highmark’s “Blue Card National PPO” plan shall be provided for those retirees who live out of the Pittsburgh/Western PA area.
 - i. Annual adjustments in employee payroll-deduction premium contributions, where any employee premium contribution is involved and if any such adjustments apply, shall continue to be determined in accordance with Article 59, Payments of Premiums for Group Health Care Insurances.
4. Currently-employed paraprofessional employees not already enrolled in the Preferred Blue PPO plan or Choice Blue PPO plan, may not switch to these plans during any subsequent annual open enrollment period.

5. In the event of the enactment of any national or state health care legislation or plan, the parties shall meet to assess the impact of any such legislation or plan on the existing health care coverage program and, if necessary, to negotiate a provision(s) addressing any needs or changes that may arise from any such legislation or plan.

ARTICLE 58
COVERAGES UNDER HIGHMARK
GROUP HEALTH CARE PLANS

1. The Highmark group health care plans are the following:
 - a. Highmark Choice Blue Preferred Provider Organization (PPO) plan, Choice Blue PPO plan (See Section 2. of this Article.)
 - b. Highmark Health Maintenance Organization (HMO) plan, Keystone Health Plan West HMO with a vision care plan (See Section 3. of this Article.)
 - c. Highmark Preferred Provider Organization (PPO) plan, Preferred Blue PPO plan, Preferred Blue PPO plan (See Section 4. of this Article.)
 - d. Highmark Preferred Provider Organization (PPO) plan with in/out of network deductible – Standard Blue PPO Plan. (See Section 5, of this Article.)
2. The following provisions are highlights of the Highmark Choice Blue Preferred Provider Organization (PPO) plan:
 - a. In-network coordinated care has an unlimited lifetime maximum per person. Out of network self-referred care has a lifetime maximum of \$1,000,000 per person, which applies to all services and expenses.
 - b. Emergency room services covered 100%, both in-network and out-of-network – after \$50 copayment. Copayment is waived if admission to hospital follows.
 - c. Prescription drugs are covered under the Choice Blue PPO plan as set forth in Article 57, Group Health Care Plans and Health Care Provider, Section 2.a.
 - d. Annual deductibles for out-of-network self-referred care:
 - (1) \$250 for individual coverage

- (2) \$500 for family coverage
 - e. Out-of-pocket annual maximums that can be paid by the covered employee for out-of-network self-referred care:
 - (1) \$1,000 for individual coverage plus \$250 individual deductible, i.e., \$1,250 total per year. PPO pays remainder.
 - (2) \$2000 for various family coverage plus \$500 family deductible, i.e., \$2,500 total per year. PPO pays remainder.
 - f. Physical office visits in-network are covered at 100% after a \$15 copayment.
 - g. Preventive care, both adult and pediatric, coverage 100% in-network (after any required copayment)
 - (1) Routine adult and pediatric physical exams - \$15 copayment
 - (2) Gynecological exams - \$15 copayment
 - (3) Mammograms – no copayment
 - (4) Pediatric immunizations – part of pediatric care and included under g. (1) above
 - h. The items listed above represent only a portion of the Choice Blue PPO plan.
3. The Highmark Keystone Blue HMO plan with vision coverage. Effective January 1, 2007, the vision care coverage is through Davis Vision. The following provisions are highlights of the HMO plan:
- a. Qualifying emergency treatment, including an out-of-town emergency, is covered 100% after a \$50 copayment. Copayment is waived if admission to hospital follows.
 - b. Prescription drugs are covered under the HMO plan, as set forth in Article 57, Group Health Care Plans and Health Care Provider, Section 2.a.
 - c. All doctor's office visits are covered 100% under the HMO plan, with a \$15 copayment.
 - d. All physical examinations are covered 100% under the HMO plan, with a \$15 copayment.
 - e. Routine gynecological exams under the HMO plan

- are covered 100% with a \$15 copayment and required mammograms are covered 100%.
- f. Mental and nervous disorders coverage is included under the HMO, with no lifetime maximum. Outpatient visits are covered 100% under the HMO plan, with a \$15 copayment.
 - g. Outpatient physical therapy is covered 100% up to sixty (60) consecutive days for each condition.
 - h. The items listed above represent only a portion of the total HMO plan.
4. The Highmark Preferred Blue PPO plan replaces the former Indemnity/Traditional plan. The following provisions are highlights of the PPO plan:
- a. (1) In-network coordinated care has an unlimited lifetime maximum per person.
(2) Out-of-network self-referred care has a lifetime maximum of \$1,000,000 per person, which applies to all services and expenses.
 - b. Annual deductibles for out-of-network self-referred care:
 - (1) \$250 for individual coverage
 - (2) \$500 for any of the various family coverages
 - c. Out-of-pocket annual maximums that can be paid by the covered paraprofessional employee for out-of-network self-referred care:
 - (1) \$1,000 for individual coverage plus \$250 individual deductible, i.e., \$1,250 total per year. PPO plan pays remainder.
 - (2) \$2,000 for various family coverages plus \$500 family deductible, i.e., \$2,500 total per year. PPO plan pays remainder.
 - d. Prescription drugs are covered under the PPO plan as set forth in Article 57, Group Health Care Plans and Health Care Provider, Section 2.a.
 - e. Hospital costs covered 100% in-network; 80% out-of-network (after deductible is satisfied)
 - f. Medical/surgical costs covered 100% in-network; 80% out-of-network (after deductible is satisfied)

- g. Preventive care, both adult and pediatric, covered 100% in-network (after any required copayment)
 - (1) Routine adult and pediatric physical exams – \$15 copayment
 - (2) Gynecological exams – \$15 copayment
 - (3) Mammograms – no copayment
 - (4) Pediatric immunizations – part of pediatric care and included under g.(1) immediately above
- h. Physician's office visits in-network covered 100% – after \$15 copayment
- i. Emergency room services covered 100%, both in-network and out-of-network – after \$50 copayment. Copayment is waived if admission to hospital follows.
- j. Chiropractic services:
 - (1) Covered 100% in-network – \$15 copayment per office visit
 - (2) Covered 80% out-of-network (after deductible is satisfied)
- k. Mental health coverage:
 - (1) Inpatient covered 100% in-network
 - (2) Inpatient covered 80% out-of-network (after deductible is satisfied)
 - (3) Outpatient covered 100% in-network – \$15 copayment per visit
 - (4) Outpatient covered 80% out-of-network (after deductible is satisfied)
- l. Skilled nursing care and private duty nursing both covered 100%, both in-network and out-of-network
- m. Substance abuse treatment:
 - (1) Inpatient detoxification covered 100% in-network; 80% out-of-network (after deductible is satisfied).
 - (2) Inpatient rehabilitation covered 100% in-network; 80% out-of-network (after deductible is satisfied).
 - (3) Outpatient covered 100% in-network – after \$15 copayment.

- (4) Outpatient covered 80% out-of-network (after deductible is satisfied)
 - n. Home health care covered 100%, both in-network and out-of-network
 - o. Diagnostic service covered 100% in-network; 80% out-of-network (after deductible is satisfied)
 - p. Utilization management – provider listed in-network and member-initiated out-of-network
 - q. Ambulance covered 100% in-network; 80% out-of-network
 - r. Durable medical equipment covered 100% in-network; 80% out-of-network
 - s. Hospice covered 100% in-network; 80% out-of-network
5. The following provisions are highlights of the Highmark Standard Blue Preferred Provider Organization (PPO) plan:
- a. Routine adult and pediatric physical exams - \$20 copayment
 - b. Gynecological exams - \$30 copayment includes PAP test
 - c. Mammograms – covered at 100%, deductible does not apply
 - d. Calendar year deductible –
Individual \$250; Family \$500 (in-network)
Individual \$500; Family \$1,000 (out-of-network)
 - e. Prescription drugs are covered under the PPO plan as set forth in Article 57, Group Health Care Plans and Health Care Provider, Section 2.b.
 - f. Emergency room services coverage 100%, both in-network and out-of-network – after \$75 copayment. Copayment is waived if admission to hospital follows.

The items listed for each plan represent only a portion of the plan coverage. Please reference the plan summary for more detailed description of the benefits available.

ARTICLE 59
PAYMENT OF PREMIUMS FOR GROUP
HEALTH CARE INSURANCES

1. Paraprofessional employees shall contribute $\frac{3}{4}\%$ of their base wages as their share of premium payments for individual Keystone Blue HMO plan coverage and 1% of their base wages as their share of premium payments for the various family Keystone Blue HMO plan coverages, commencing with payments in December 2003 for coverage in calendar year 2004 through November 2009.

Effective January 1, 2010, employees shall contribute toward the cost of the Keystone Blue HMO plan as follows:

Individual – 5% of premium and 20% of any premium increase

Family – 3% of premium and 20% of any premium increase

Employees will be responsible for 20% of any increase beginning with the increase effective for 2010, payable beginning December 2009.

2. Paraprofessional employees will have the option to enroll in the Standard Blue PPO plan effective January 1, 2010. Paraprofessional employees shall contribute $\frac{3}{4}\%$ of their base wages as their share of the premium payment for individual Standard Blue PPO plan coverage and 1% of their base wages as their share of premium payments for the various levels of family coverage under the Standard Blue PPO plan coverage.
3. Paraprofessional employees already enrolled in the Preferred Blue PPO plan or Choice Blue PPO plan and who elect to continue in whichever of these two (2) plans they are currently enrolled may continue to do so on the following basis:
 - a. The employee will pay the applicable premium cost difference between the applicable PPO plan and the HMO premium, in addition contributing either 1% or $\frac{3}{4}\%$ of their base wages.
4. Where two (2) members of one (1) family are employees of the Board, the present three (3) methods of premium determination shall continue:

- a. Each party may elect individual coverage under the same group health care plan or under two (2) different group health care plans, or
 - b. Both parties may jointly participate in family and dependent coverage under one of the group health care plans, with continued credit for each party's individual premium being given to the employee carrying the combined coverage before computation of the premium to be paid by the Board and by the employee for the family and dependent coverage, or
 - c. One (1) party may elect individual coverage under any one of the three (3) group health care plans while the second party may elect family and dependent coverage under either of the other two (2) plans not elected by the first party. Should this option be exercised by two (2) such Board employees, the total premium costs incurred by the Board for both parties combined shall continue not to exceed the maximum costs that could be incurred by the Board for both parties combined under either Section 3.a. or Section 3.b. immediately above.
5. Where paraprofessional employees, by virtue of a policy provided by another employer to a spouse, have health care coverage equivalent to that carried by the Board, the Federation agrees that the Board, in such circumstances, is not required to provide, or to continue, duplicate health care coverage for such employees, provided that the Board shall assure immediate and uninterrupted resumption of full Board-provided group health care coverage to such employees, without any waiting period and without any lessening of the extent of coverage, in the event of either the cessation or the interruption of the equivalent coverage being carried by the employee's spouse.
 6. Payment of premiums continues to be made under Section 125/IRS provisions, i.e., payment with pretax dollars for all employee payments that are made toward any of the available group health care plans, as provided under Article 61, Pretax Premium Conversion Plan.
 7. Deductions for any employee premium payments continue to be made in equal amounts from both monthly paychecks for the ten (10) school months.

ARTICLE 60 DENTAL CARE PLAN

The following Group Dental Care Insurance Program shall continue to be provided to all paraprofessionals:

1. The Dental Care Plan shall include both individual and family/dependent coverage.
2. The Board shall pay the full premium costs for this Dental Care Plan for both individual and family/dependent coverage.
3. The Dental Care Plan shall comprise of the coverages enumerated under Subsections a. through f. of this Section.
 - a. Preventive services — Plan pays 100% of reasonable and customary charges subject to the limit provided under Subsection d. with no deductible:
 - (1) Oral examinations
 - (2) Cleaning of teeth
 - (3) Fluoride applications
 - (4) Space maintainers
 - (5) Emergency office visits
 - (6) X-rays
 - b. General services — Plan pays 85% of reasonable and customary charges subject to the limit and deductible provided under Subsection d.:
 - (1) Fillings
 - (2) Anesthetics
 - (3) Antibiotics
 - (4) Extractions
 - (5) Oral surgery
 - (6) Endodontics
 - (7) Periodontics
 - (8) Repair of prosthetic appliances
 - c. Prosthetic services — Plan pays 50% of reasonable and customary charges subject to the limit and deductible provided under Subsection d.:

- (1) Bridges and dentures
 - (2) Crowns and gold restorations
 - (3) Replacement of damaged appliances
 - d. Subsections a., b., and c. immediately above are limited to a maximum combined benefit for each calendar year of \$1,000 applying separately to each insured individual or family member. Subsections b. and c. immediately above have a \$25 combined individual deductible per year or an overall \$75 combined family deductible per year.
 - e. Orthodontic services — Plan provides for 50% payment up to a maximum payment of \$800 for covered expenses:
 - (1) The 50% payment up to the \$800 maximum benefit applies separately to each covered person on a lifetime basis.
 - (2) Subsection e. continues to apply to any covered child or any covered adult, i.e., there continues to be no age limitation to qualify for coverage under the provisions of Subsection 3.
 - f. Missing teeth are covered under all the above-listed Subsections.
4. The Dental Maintenance Organization (DMO) Plan will be continued unless terminated by mutual agreement of the parties. The Board's premium payment for DMO participation shall not exceed its payment for the regular Dental Care Plan.

ARTICLE 61 PRETAX PREMIUM CONVERSION PLAN

The Board will continue to offer a premium conversion plan in accordance with applicable laws and legislation unless terminated by mutual agreement of the parties.

ARTICLE 62 COOPERATION ON DETERMINATION AND ADMINISTRATION OF MAJOR FRINGE BENEFITS

1. The parties agree that working together and cooperating with regard to the ongoing administration of major fringe

benefit programs is in their mutual interest, in order to assure high quality benefit programs for the paraprofessionals and effective containment and control of costs of the major fringe benefits to the parties. For the purposes of this Article, major fringe benefits shall include only all health care plans, dental insurance, and life insurance as provided in Article 52, Group Life Insurance; Article 57, Group Health Care Plans and Health Care Provider; Article 58, Coverages Under Three Highmark (Blue Cross) Group Health Care Plans; and Article 60, Dental Care Plan.

2. The Federation and the Board agree to work together and cooperate to control and, if possible, to reduce the premiums and costs to the Board and the teachers of the major fringe benefits and to administer the major fringe benefits, including providing assistance and advice to paraprofessionals relative to the major fringe benefits.
 - a. The parties will work together and cooperate in negotiating with the insurance carriers for the major fringe benefits, relative to review of rates, proposed rate changes, the administration of the benefits, and so forth. A Federation representative(s) shall be involved with the Board representative(s) in meetings with the insurance carriers for the major fringe benefits, relative to rate reviews, proposed rate changes, or matters dealing with the administration of the major fringe benefits.
 - b. It continues to be understood and agreed by the parties that the insurance carrier and rate structure for any of the major fringe benefits may not be changed without the mutual agreement of both parties and that there may be no change in the benefits themselves which is not agreed upon between the parties.
 - c. The Board representative or agent who advises the Board of Directors of the School District and the Board administration and who negotiates on behalf of the Board with the insurance carriers (along with the Federation representative) will continue to be selected solely by the Board.

ARTICLE 63 SICK LEAVE

Provisions for absences due to sickness or accident shall continue as in effect during the term of the previous Agreement, except as amended under the terms of this Article or of any other applicable Article of this Agreement. As a significant benefit, sick leave must be utilized for the purpose for which it is intended, i.e., to provide continuation of salary to a paraprofessional who is unable to perform his/her normal duties because of sickness or accident. The improper use of sick leave i.e., by using it for reasons other than those for which it is intended, shall be just cause for disciplinary action.

Sick leave shall be available to paraprofessionals under the following conditions:

1. Paraprofessionals employed for the normal work year shall be entitled to twelve (12) days sick leave per year, such sick leave to be cumulative annually without limit and to be usable annually without limit.
2. a. Paraprofessionals employed longer than the normal work year shall be entitled to sick leave days annually on the following bases, such sick leave to be cumulative annually without limit and to be usable annually without limit:
 - (1) Paraprofessionals regularly employed for no less than ten (10) workdays longer than the normal work year shall be entitled to thirteen (13) days sick leave per year.
 - (2) Paraprofessionals regularly employed for no less than twenty (20) workdays longer than the normal work year shall be entitled to fourteen (14) days sick leave per year.
 - (3) Paraprofessionals regularly employed for a full calendar year shall be entitled to fifteen (15) days sick leave per year.
2. b. Any employee hired on or after July 1, 2007 shall be entitled to sick leave in accordance with the following:
 - (1) Paraprofessionals employed for the normal work year shall be entitled to ten (10) days sick leave per year, such sick leave to be cumulative annually without limit and to be usable annually without limit.

- (2) Paraprofessionals employed longer than the normal work year shall be entitled to sick leave days annually on the following bases, such sick leave to be cumulative annually without limit and to be usable annually without limit:
 - (a) Paraprofessionals regularly employed for no less than ten (10) work days longer than the normal work year shall be entitled to ten (10) days sick leave per year.
 - (b) Paraprofessionals regularly employed for no less than twenty (20) work days longer than the normal work year shall be entitled to eleven (11) days sick leave per year.
 - (c.) Paraprofessionals regularly employed for a full calendar year shall be entitled to twelve (12) days sick leave per year.
3. All absence resulting from sickness or accident shall be certified by the employee and endorsed by the principal or the appropriate administrator. A physician's certificate shall be required under the following conditions:
 - a. When an employee is absent both on a Friday and the following Monday.
 - b. When the absence is three (3) days or more.
 - c. When the employee is absent both the day before and the day after a holiday period.
 - d. When in the judgment of the immediate superior an employee appears to have used sick leave excessively in one and two day absences.
4. a. Summer school paraprofessionals, or employees in this unit working in the early childhood education programs, shall be entitled to noncumulative sick leave each summer as follows: except that Conroy and Pioneer paraprofessionals shall continue to be covered under Section 2. of this Article:
 - (1) Paraprofessionals employed thirty (30) or more workdays shall receive two (2) days sick leave per summer.
 - (2) Paraprofessionals employed twenty (20) work-days but less than thirty (30) workdays, shall receive one (1) day sick leave per summer.

- b. Unused sick leave day(s) for summer school work shall be credited to a paraprofessional's total sick leave account, beginning with the summer of 1995.
5. A maximum of five (5) of the total allotment of twelve (12) or ten (10) sick leave days per year may be used for the serious illness of a paraprofessional's child (16 years of age or younger) or a paraprofessional's parent. The existing provisions for the use of sick leave will apply to these five (5) days (i.e., same requirements for a physician's certificate as provided under Section 3. of this Article).
 6. There shall be a paraprofessional attendance award program consisting of two (2) \$500 awards per semester.

ARTICLE 64
SPECIAL PROVISIONS
REGARDING SICK LEAVE

1. Full-time paraprofessionals absent as a result of assaults suffered while in the performance of their assigned school duties will be excused without loss of pay or sick leave for the duration of confinement under a physician's care, starting with the third consecutive school day of such absence, but not for a period to exceed twenty (20) school days of such compensation.
 - a. At the end of that period, the provisions of Article 70, Workers Compensation Coverage, concerning the various options relating to either combined use of sick leave and Workers Compensation or separate use of Workers Compensation only shall be effective.
 - b. The Board may request the paraprofessional employee to undergo a medical examination by a Board physician in connection with any claim for compensation under this Section.
2. Paraprofessionals absent as a result of contracting in the course of employment childhood diseases such as mumps, scarlet fever, measles, or chicken pox shall be excused without loss of pay or loss of sick leave for the duration of confinement under a physician's care.
3. When a paraprofessional is physically able to perform his/her duties but is prevented from doing so solely because of quarantine he/she will be paid full salary only

for the shortest period of time necessary for release from the quarantined premises or as may be directed by School Health Services. When a paraprofessional is ill with a contagious disease and a quarantine is established because of such illness, he/she will be paid for the absence as provided in this Section.

ARTICLE 65 PERSONAL LEAVE

Personal leave shall continue to be defined as leave for the purpose of meeting urgent personal responsibilities and for meeting emergency situations. As a significant benefit, it must be utilized for the purposes or types of purposes for which it is intended and not for recreational reasons. The improper use of personal leave, i.e., by using it for reasons other than those for which it is intended, shall be just cause for disciplinary action.

Personal leave shall be available to paraprofessionals under the following conditions:

1. All regular paraprofessionals shall be eligible for up to two (2) personal leave days in each school year, beginning with their third year of continuous service.
2. Personal leave days shall be noncumulative, except for purposes of severance pay computation.
3. No reason shall be required of, nor need be given by, the paraprofessional who is applying for personal leave, except as provided under Section 4. of this Article and in accordance with administrative procedures in effect at the time of the execution of this Agreement.
4. Reasons for requesting personal leave shall be required where one (1) or more of the following conditions apply:
 - a. During the first week of school and during the month of June.
 - b. On either the first day or the last day of the school week.
 - c. On the school day either preceding or following any regular holiday or vacation period.
 - d. When two (2) consecutive workdays are requested.
 - e. On days scheduled for testing or other special activities.

- f. When, due to unforeseen circumstances, an application for personal leave has not been submitted prior to the actual day for which such leave is requested.
5. On those days when reasons for personal leave are necessary (i.e., Monday and Friday, etc. see Section 4.), the following reasons only shall constitute acceptable urgent personal responsibilities:
- a. Serious illness in the family or serious family emergency — reasons must be delineated by the personal leave applicant.
 - b. Legal business — name of law firm, attorney, business firm, and time of appointment are required.
 - c. Physical checkup — name of physician and time of appointment are required.
 - d. Activity in which a child or close relative is participating, such as graduation, employee's wedding or wedding of a close relative or friend. Time of activity is required. (Travel time to any such activity is not a valid reason for personal leave.)
 - e. Religious holidays.
 - f. Other urgent personal responsibilities similar in significance to the types of matters referred to above — in all of these the reason must be delineated by the personal leave applicant.
6. Personal leave shall continue to be administered in compliance with the established quotas for schools or departments that were in effect during the term of the previous Agreement.

ARTICLE 66

CONVERSION OF UNUSED PERSONAL LEAVE TO SICK LEAVE

Personal leave days that are not used by a paraprofessional during a school year (or qualifying twelve-month anniversary period) shall continue to convert automatically to additional sick leave days on the last day of the employee's anniversary month.

ARTICLE 67
ABSENCE DUE TO DEATH
IN THE FAMILY

1. Regular paraprofessionals shall be paid full salary or wages for absence not to exceed four (4) workdays on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such a relative was a member of the paraprofessional's household or not. Pay for absence not to exceed four (4) workdays will also be made on account of the death of any other relative who was a permanent member of the paraprofessional's household, or of any other person with whom said paraprofessional has made his/her home. Paraprofessionals shall also be paid full salary or wages for absence not to exceed one (1) day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, stepmother, stepfather, stepbrother, stepsister, half brother, or half sister. These relatives listed for one (1) day funeral absence shall include those who are relatives of the paraprofessional's spouse. Death leave applies to the period at the time of death and funeral, and will be approved only for consecutive workdays. No more than one (1) day may be taken before death and all days of leave must be within a calendar period of six (6) days.
2. These provisions shall apply to regular school and summer school in accordance with administrative procedures in effect at the time of the execution of this Agreement.

ARTICLE 68
MILEAGE ALLOWANCE

1. The mileage reimbursement rate shall be the prevailing Commonwealth of Pennsylvania mileage reimbursement rate.
2. The procedures for administering mileage allowances shall continue as established by the Board with input from the Federation.
3. There shall be no change in the requirements for auto insurance coverage from those in effect during the term of the previous Agreement.

ARTICLE 69
CREDIT UNION SUMMER
SAVINGS AND LOAN PAYMENT PLANS

1. The Board, upon proper authorization of the individual paraprofessional, will continue to allow a payroll deduction for a summer savings plan with the “riverset credit union.”
2. The Board, upon proper authorization of the individual paraprofessional employee, shall continue to permit a Credit Union payroll deduction for the purpose of repayment of Credit Union loans.
3. The Board, upon proper authorization of the individual paraprofessional, shall permit a Credit Union payroll deduction for the purpose of participation in a Credit Union-sponsored Twelve-Month Pay Club, the purpose of which is to provide checks to participants during the summer.

ARTICLE 70
WORKERS COMPENSATION COVERAGE

The following provisions shall apply to Workers Compensation coverage for paraprofessionals:

1. A paraprofessional shall in no event be paid an amount in excess of his/her full regular salary when receiving payments from any combination of Workers Compensation and sick leave. The paraprofessional in utilizing sick leave under any of the following options shall expend sick leave at the rate of one-half ($\frac{1}{2}$) sick leave day for each day he/she receives full pay through a combination of Workers Compensation payments and sick leave payments.
2. A paraprofessional who has a compensable disability and is eligible for Workers Compensation as provided by law:
 - a. May use any available sick leave for all the workdays he/she is absent. Upon return to work, the paraprofessional shall have one-half ($\frac{1}{2}$) of the sick leave days he/she utilized while absent restored to his/her sick leave accumulation.
 - b. May use Workers Compensation payments only and forego any use of sick leave days. (No income taxes are deducted from Workers Compensation payments.)

- c. May use sick leave until his/her sick leave days are exhausted and then switch to Workers Compensation payments only, or switch to Workers compensation payments only at any time prior to exhausting all of his/her sick leave. In either event, the restoration of one-half ($\frac{1}{2}$) the number of sick leave days that the paraprofessional has utilized still occurs only upon the paraprofessional's return to active service.
3. Workers Compensation benefits from the first day of the occurrence of the Workers Compensation incident are the same regardless of which of the options the paraprofessional may choose under Section 1. above. A paraprofessional continues to be required to file a Workers Compensation claim in a timely manner.
4. The Board agrees to deduct Retirement System employee contributions from the Workers Compensation payments and also to make the Board's proper Retirement System employer contribution as permitted by law. Under the present pension law, a paraprofessional may receive full Retirement System credit under this procedure for up to a maximum of one (1) full year.
5. Pursuant to Section 306(f) of the Workers Compensation Act, employees who suffer a work-related injury must receive medical treatment at one (1) of six (6) agreed-to health care facilities for the first thirty (30) days of treatment, except when, in the case of an emergency, the initial treatment(s) has to be at the nearest medical facility. Notices identifying the designated facilities shall be posted in all work places. Nonpayment for services can result if treatment is rendered by a physician at a facility other than one of those which has been designated.
6. Nothing in this Article shall be construed to provide any Workers Compensation or pension benefits of any kind which are in addition to or in excess of the maximum benefits under the pension and Workers Compensation laws of the Commonwealth of Pennsylvania.
7. If a paraprofessional's compensable disability exceeds one (1) year, the returning employee need not be returned to the same position in the same school or schools.

**ARTICLE 71
OTHER BENEFITS**

1. Retirement System Membership — Membership in the Pennsylvania Public School Employees' Retirement System shall continue as a paraprofessional benefit provided by the Board to paraprofessionals throughout the term of this Agreement, in accordance with the provisions of applicable state law.
2. Social Security — Coverage under Social Security shall continue as a paraprofessional benefit provided by the Board throughout the term of this Agreement, in accordance with the provisions of applicable federal law.
3. Provisions of the federal "Consolidated Omnibus Budget Reconciliation Act" (COBRA) shall continue in effect.

**ARTICLE 72
ANNUAL STATEMENT ON
TOTAL COST OF FRINGE BENEFITS**

A statement of the School District's employer costs for employer-paid fringe benefits will be produced annually, with a breakdown of the costs for each benefit and will be distributed to all paraprofessional personnel. This will apply to all fringe benefits, including retirement and Social Security benefits, sick leave, and personal leave, and it will apply to supplemental contracts as well.

**ARTICLE 73
PARAPROFESSIONAL SUMMER SCHOOL
EMPLOYMENT CRITERIA**

1. Factors for consideration by the Board in making paraprofessional summer school work assignments shall be the following. These factors are not necessarily listed in the order of their importance.
 - a. Preference point totals as defined in Section 3. of this Article.
 - b. Paraprofessionals at Pioneer and Conroy will be given first preference on summer employment assignments at their school when the summer job is in a program designed for their school and their students.
 - c. Past performance in regular school year paraprofes-

sional assignments and/or in summer school paraprofessional assignments shall be considered, as well as, the employee's qualifications to fill said summer employment assignments.

- (1) Paraprofessionals receiving below-average or unsatisfactory ratings for the school year in which summer school work assignment application is being made shall not be eligible for summer school employment in that summer.
 - (2) Paraprofessionals who are interviewed by Human Resources in two (2) consecutive years with regard to excessive absenteeism shall not be eligible for summer school assignment in the summer of the second (2nd) of the two (2) consecutive years.
 - (3) Paraprofessionals receiving below-average or unsatisfactory ratings for the summer work assignment immediately preceding the school year in which summer employment application is being made shall not be eligible for summer school work employment in that summer.
2. No person who is not a paraprofessional employee in the Pittsburgh Public Schools shall be employed as a summer school paraprofessional employee unless no other qualified applicant is available for a particular assignment. The provisions of Section 2. of this Article are subject to any restrictions of applicable federal, state, or local government program requisites.
 3. Summer school preference point totals are determined as provided below. A paraprofessional can earn no more than one (1) preference point per summer. Full time shall mean two (2) or more weeks of at least five (5) hours per day, provided that the assignment is completed unless completion was excused by the Office of Human Resources.
 - a. Years of previous summer employment as a paraprofessional in the Pittsburgh Public Schools one (1) point per summer to a maximum credit of seven (7) points. These summer assignments must be Board funded.
 - b. Years as a regular full-time paraprofessional in the Pittsburgh Public Schools since most recent date of

- hire — one (1) point per year to a maximum credit of ten (10) points.
- c. Participation in the Pittsburgh Public Schools summer grant program one (1) point per successfully completed summer grant.
 - d. Participation in full-time summer workshops conducted by the Pittsburgh Public Schools one (1) point per summer of such participation.
 - e. Regular service as a summer employee of the Pittsburgh Public Schools as a paraprofessional in the following categories — one (1) point per summer.
 - (1) SYEP employment or similar type programs
 - (2) Adult Basic Education
 - (3) Census work
 - f. Where total point compilations for two (2) or more candidates are equal, then tiebreakers shall be applied in the following order of priority:
 - (1) Number of points beyond seven (7) gained through previous summer employment as a paraprofessional in the Pittsburgh Public Schools (See Section 3.a. above).
 - (2) Years of service in the Pittsburgh Public Schools beyond ten (10) years.
4. The provisions of Article 63, Sick Leave, Section 4., shall continue in effect throughout the term of this Agreement.

ARTICLE 74 PARAPROFESSIONAL TRAINING PROGRAM

The Board will implement paraprofessional training programs to be responsive to emerging needs. These needs will be identified in cooperation with the Pittsburgh Federation of Teachers.

ARTICLE 75
PARAPROFESSIONAL STUDENT
TEACHING PROGRAM

The Board and the Federation have agreed to mutually cooperate in efforts to seek grants and/or other private funding sources of financial assistance for those paraprofessional employees who are participating in a student teaching program.

ARTICLE 76
PROVISIONS REGARDING
A PILOT PROGRAM
FOR SECURITY PERSONNEL

The Board agrees to continue as a discussion matter, with implementation subject to mutual agreements between the parties, the establishment of a pilot program for security personnel at selected schools, involving additional duties and responsibilities relating to school discipline and involving increased rates of pay for such security personnel.

ARTICLE 77
SCHOOL-YEAR EDUCATIONAL
SCHOLARSHIP PROGRAM

1. The Board shall allocate a minimum of \$4,500 to fund fifteen (15) three (3) credit scholarships at a value of \$300 each, for paraprofessionals covered by this Agreement who meet the Board's eligibility requirements.
2. The fifteen (15) scholarships of three (3) credits each are available for the following study purposes:
 - a. Courses related to the paraprofessional's area of current employment or other potential employment in the Pittsburgh Public Schools, whether in degree or non-degree programs.
 - b. Any degree program which will enable the applicant to become a professional employee.
 - c. College-level programs of study related to the paraprofessional's area of current employment in Board-sponsored or Board-approved educational institutions or training centers.

3. Each participant in the School-Year Educational Scholarship Program shall be entitled to only one (1) such scholarship during the school year. The three (3) credits may be earned in one (1) or (2) courses but must be completed in one (1) semester or trimester.
4. The School-Year Educational Scholarships will be available to only those paraprofessionals whose duties within the classroom are at least seventy-five percent (75%) instructional or instructional related and who have completed at least one (1) full year of service with the Board.
5. Distribution of scholarships will be made on the basis of recommendations from supervisors, coordinators, school administrators, and/or teachers in previous summer workshops; continuous length of service in the School District; and a determination by the Office of Human Resources as to the individual's need for these courses and his/her ability to profit from them. Scholarships will not be awarded to applicants whose most recent rating is "unsatisfactory."
6. Applicants who are not awarded scholarships will be placed on an alternate list and will be considered in the event of rejection or cancellation, but applications will be valid for one (1) school year only.
7. Applicants who have previously participated in the program shall be considered only after the list of applicants who have never participated is exhausted.
8. This School-Year Educational Scholarship Program does not involve any provisions for released time during the employee's workday.
9. Recipients awarded scholarships will be given further information by the Office of Human Resources regarding their responsibilities in relation to the scholarship.

**ARTICLE 78
VACATIONS AND HOLIDAYS FOR
TWELVE-MONTH PARAPROFESSIONAL
EMPLOYEES**

1. Federation-represented calendar-month, twelve-month paraprofessional personnel shall continue to be entitled to receive paid vacations annually in accordance with the Board's vacation procedures applying to such paraprofessional employment classifications during the term of

the previous Agreement and as provided for under applicable Vacation Articles contained in other Federation-negotiated Collective Bargaining Agreements.

2. Federation-represented calendar-month, twelve-month paraprofessional personnel shall be entitled to twelve (12) workdays off as holidays in any calendar year.
3. Federation-represented calendar-month, less-than-twelve-month paraprofessional personnel, if any are properly so employed, shall be entitled to workdays off for all holidays occurring during those months of the year in which they are employed, regardless of whether any such holidays might fall on a Saturday or a Sunday.
4. The twelve (12) holidays referred to in Section 3. of this Article are the following:

New Year's Day

Martin Luther King, Jr. Day

Good Friday

Memorial Day (last Monday in May)

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

*Workday before Christmas Day

Christmas Day

*Workday before New Year's Day

*When Christmas and New Year's fall on a Thursday, the Fridays following shall be recognized as these holidays.

5. In case any holiday falls on a Sunday, the Monday immediately following will be recognized as the actual holiday. In case any holiday falls on a Saturday, the Friday immediately preceding will be recognized as the actual holiday.
6. In situations where regular schools may be open on any day which would normally have been a holiday, the holiday may be moved to a compensatory day off or, in the case of calendar-month, twelve-month personnel, added as a vacation day.

ARTICLE 79
ACCELERATED LEARNING ACADEMIES

The following working conditions shall apply to paraprofessionals who work at Accelerated Learning Academies:

1. The length of workday shall be eight (8) hours, inclusive of a thirty (30) minute lunch period at elementary, K through 8 and middle academies.
2. The work year for paraprofessionals at Accelerated Learning Academies shall be 200 workdays as follows:
 - 192 student days
 - 2 professional development days
 - 1 open house/parent conference day
 - 5 clerical days (one or more of these clerical days may be used for professional development)
3. The parties agree that paraprofessionals selected to work in Accelerated Learning Academies may not seek voluntary transfers for a minimum of three (3) years.
4. Paraprofessionals at Accelerated Learning Academies shall be paid in accordance with the paraprofessional salary schedule. Additionally, in recognition of the eight (8) hour workday and longer work year, paraprofessionals at the academies shall receive:
 - a. An eight (8) hour work differential of \$1,000, and
 - b. An extended work year differential of \$1,650 annually, paid out over ten (10) months in ten (10) equal monthly amounts.
5. Paraprofessionals at Accelerated Learning Academies may be required to shift their hours of work in order to accommodate all responsibilities.
6. Pursuant to Article 63, Sick Leave, paraprofessionals at Accelerated Learning Academies hired prior to the ratification of this Agreement shall be entitled to thirteen (13) days sick leave per year.
7. Snow and other emergency days shall be observed at Accelerated Learning Academies the same as at all other District schools.

ARTICLE 80
STUDENTS AND TEACHERS ACHIEVING
RESULTS (STAR)
PITTSBURGH PUBLIC SCHOOL-BASED
PERFORMANCE PAY PLAN

Pittsburgh schools that create a culture of collective problem-solving in order to achieve significant gains in student achievement as compared to schools State-wide or, in the case of PPS secondary schools, demonstrate significant student growth, will be rewarded for those efforts in the District's STAR Schools Plan. District and PFT representatives, including practicing teachers, will engage in preparation and planning during the 2010-2011 school year for the launch of STAR Schools plan at the start of the 2011-2012 school year. Planning will encompass refinement of the provisions below, as well as implementation details. Preparation and planning will also occur to determine how to include the district's three special education center schools, Conroy, McNaugher, and Pioneer. Consideration will also be given for the inclusion of the Student Achievement Center in the STAR Plan.

1. The annual growth in student achievement of PPS schools will be compared, by level, to the growth of schools in Pennsylvania as verified annually by the PA Department of Education. PPS schools that fall within the top 15% of the rank-ordered PA schools for growth, by level, will receive a school team bonus to be distributed to PFT-represented staff. In the case of secondary schools, significant student growth will be determined by multiple measures and may be based on relative growth.
2. STAR school staff may provide consultation in subsequent years to other schools attempting to achieve similar results.
3. It is the intention of the STAR Schools plan to reward at least eight (8) schools a year. Accordingly, if there are fewer than eight (8) schools in the top 15% of State-wide growth, then PPS school(s) up to that number will be identified in order of student growth, as long as such schools are within the top 25% of growth in the State, by level. Schools identified in this manner may receive a pro-rated bonus to distribute.
4. The total STAR School team bonus will be determined by the sum of:

- a. The number of PFT-represented fulltime professional staff x \$6,000
 - b. The number of PFT-represented paraprofessionals and technical-clerical personnel x \$2,000
 - c. The number of PFT-represented professionals who are assigned to the school for at least one (1) day will be added using the following pro-rated amounts:

1 day per week	-	\$1,200
2 days per week	-	\$2,400
3 days per week	-	\$3,600
4 days per week	-	\$4,800
5 days per week	-	\$6,000
5. The following template is provided as a model that STAR Schools may follow to distribute the school team bonus (identified in number 4 of this section):
- a. PFT-represented fulltime professionals will receive \$6,000.
 - b. PFT-represented paraprofessionals and technical-clerical will receive \$2,000
 - c. PFT-represented professionals who are assigned to the building for at least one (1) full day will receive a pro-rated amount as follows:

1 day per week	-	\$1,200
2 days per week	-	\$2,400
3 days per week	-	\$3,600
4 days per week	-	\$4,800
5 days per week	-	\$6,000
6. If a STAR School prefers to distribute an anticipated bonus differently than set forth above, the school leadership team may prepare a proposed distribution method and submit such distribution method to PEP by November 1 of each year. The PEP Steering Committee will notify the STAR school whether or not the proposed distribution method is approved. The presumption will be to approve proposed distribution methods unless a good faith concern is present. If a proposed distribution method is not approved, an alternate plan may be brought

forward from the STAR school within 30 days of the rejection or the school may use the “standard” distribution plan set forth above.

7. During the 2010-11 school year, a team of six center school teachers and three administrators, along with technical assistance from a number of outside agencies, will convene in order to plan a system by which our three PPS center schools (Conroy, McNaugher and Pioneer) can be included in this school-based program. This program will focus on measurable gains in student achievement, job and life planning, and placement and collaborative efforts with families and communities.

ARTICLE 81 RESIDENCY

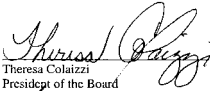
1. Residency requirements are mandatory subjects for bargaining under the Public Employee Relations Act (Act 195 of 1970). Act 36 of 1981 authorizes residency requirements only in the Pittsburgh and Philadelphia School Districts, and such residency requirements may only be prospective. The terms of this Residency Article terminate the PFT-Board Memorandum of Agreement, Residency Requirements, dated September 4, 1978.
2. Pittsburgh paraprofessional employees, as well as other nonprofessional employees whose most recent date of hire is for the start of the 1981-82 school year, or any time thereafter, shall continue to be covered by the School District’s residency requirement, unless such an employee has received a residency waiver from the Board. No other paraprofessional employees or other employees shall be covered by any residency requirements.
3. The Board agrees not to propose or to adopt any residency requirement which affects employees represented by the Federation who were Board employees prior to the effective date of the residency requirements specified in Section 2. of this Article.

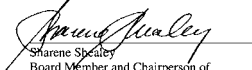
ARTICLE 82
TERM OF THE AGREEMENT


1. This Agreement shall be in effect from Thursday, July 1, 2010, until 11:59 p.m. on Tuesday, June 30, 2015. During the term of this Agreement, the Federation will not authorize, permit, or condone any work stoppage, slow-down, or other form of curtailment of effort, and the Board or its staff will not authorize or permit any lockout of Federation members or other persons covered by this Agreement.
2. The parties recognize that the early achievement and ratification of this Agreement extend to thirty-four (34) years, February 1976 through June 2010, the time period during which there has been no strike nor any negotiations-imposed strike threat or deadline. This has assured and continues to assure both effective and uninterrupted education to students, to their parents and guardians, and to the entire citizenry of Pittsburgh.

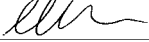
IN WITNESS WHEREOF, the parties hereto have set their hands this 14th day of June 2010.

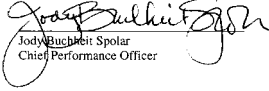
BOARD OF EDUCATION,
School District of Pittsburgh


Theresa Colaizzi
President of the Board



Sharene Spealey
Board Member and Chairperson of
Negotiations Committee

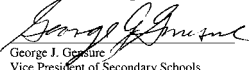

Mark Roosevelt
Superintendent of Schools and Secretary

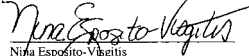

Christopher M. Berndik
Chief Financial Officer/Chief Operations Officer



Jody Buchheit Spolar
Chief Performance Officer

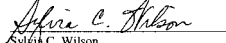
PITTSBURGH FEDERATION OF TEACHERS
Local 400, American Federation of Teachers,
AFL-CIO

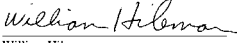

John Tarka
President and Chief Negotiator


George J. Geasure
Vice President of Secondary Schools


Nina Esposito-Vigittis
Vice President for Middle Schools


Mary Van Horn
Vice President for Elementary Schools


Sylvia C. Wilson
Secretary and Assistant to President


William Hileman
Executive Board Member at Large

MEMORANDUM OF UNDERSTANDING

PFT/SCHOOL DISTRICT HEALTH CARE COST CONTAINMENT COMMITTEE

The Federation and the District recognize that health care cost containment is of mutual importance to both parties. Accordingly, collaboration on health care cost containment shall be established.

The committee will meet on no less than a quarterly basis, but more frequently if needed. To the extent the committee is able to reach agreement on health care issues, such agreement shall be reduced to writing and recommended for consideration by the Superintendent and the Board of Directors.

The committee shall convene immediately upon ratification of the contract settlement and shall be comprised of an equal number of PFT and District representatives, unless mutually agreed otherwise. The first issue to be considered by the parties shall be the possibility of introducing a new PPO plan in consideration of the elimination of the POS plan effective January 1, 2007.

Both parties may submit issues for deliberation by the committee.

MEMORANDUM OF UNDERSTANDING
AUGUST 11, 2009

Effective January 1, 2010 UPMC health plan products will be made available to all employees and retirees as a choice for their health insurance coverage. This change will go into effect with the open enrollment period to be conducted mid-October to mid-November with changes to take effect January 1, 2010.

The parties have reached the following agreement:

The available UPMC health plan options will be identical to the current plan options provided through Highmark; Preferred Provider Organization PPO – Preferred Blue PPO, Choice Blue PPO plan, Health Maintenance Organization HMO – Keystone Blue HMO with a vision care plan and a Preferred Provider Organization PPO plan with a \$250/\$500 deductible know as Standard Blue PPO plan.

Each UPMC health plan option shall contain the identical plan provisions, deductibles and copayments as the equivalent Highmark plan options.

Vision care coverage shall be provided with the UPMC EPO/HMO coverage options. The vision care plan provided will mirror the vision care plan provided as part of the Keystone Blue HMO coverage option. The vision care plan provided for employees/retirees enrolled in the UPMC EPO/HMO plan will be through Vision Benefits of America – VBA. This vision care plan shall contain the same plan provisions as contained in the vision care plan that is provided with the Keystone Blue HMO plan.

Employee/retiree cost sharing formula for the UPMC health plan options will use the current formulas set forth in Article 59 – Payment of Premiums for Group Health Care Insurances of the Collective Bargaining Agreement for Paraprofessionals.

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