#### PITTSBURGH FEDERATION OF TEACHERS



# Paraprofessional Tentative Collective Bargaining Contract between the

Pittsburgh Federation of Teachers

and the

Pittsburgh Board of Public Education

July 1, 2017, through June 30, 2020



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## Pittsburgh Federation of Teachers Three-Year Agreement for the PFT Paraprofessional Bargaining Unit February 28, 2018

Negotiators for the PFT and the School District reached a tentative agreement for the 560 employees covered by the Collective Bargaining Agreement between the Pittsburgh Board of Education and the Pittsburgh Federation of Teachers.

Provisions of this tentative agreement are present in this synopsis. This information will be mailed to all full PFT Paraprofessional members as well as emailed to those full members who have provided the PFT with their personal email address. Ballots will be mailed to each PFT paraprofessional member's home on Saturday, March 3, 2018.

#### A. Length of Agreement

**Summary:** This is a three-year agreement from July 1, 2017 through June 30, 2020.

**Note:** The Federation proposed a 5-year term.

#### B. Wages (Article 40)

- All salary schedules will be increased by <u>2.0% on step retroactive</u> to July 1, 2017 for the 2017-2018 work year. (See enclosed salary schedules.)
- All salary schedules will be increased by <u>2.0% on step</u> for the 2018-2019 and 2018-2020 work year.
- All Early Childhood EAI's will become EAII-A's.
- A Memorandum of Understanding (MOU) will be signed codifying the <u>Educational</u> <u>Assistant IV</u> position and pay at the Student Services Assistant salary.
- New language protecting credentialed Travel Trainers in the Assistant Teacher category. (See attachment.)

#### C. Healthcare Benefits (Articles 57-60)

**Summary:** The Pittsburgh Board of Education shall offer two (2) health insurance plans from which employees and retirees may select consisting of either the Highmark Community Blue Flex PPO or the UPMC PPO with the plan design. (See attachments.)

Note: Same as Professional and Technical-Clerical Contracts

- a. Two Plans—one each from Highmark and UPMC and both would be PPO's. This would mean the elimination of all current plans offered with one PPO in replacement from each provider.
- b. The PPO from Highmark would have a three-tier deductible and the UPMC plan would have a two-tier deductible. (Highmark -- \$0/\$0 for Enhanced; \$500/\$1000 for Standard; and \$1000/\$2000 out of network. UPMC -- \$0/\$0 In-Network and \$1000/\$2000 out of network.)

c. Co-pays would be revised as Specialist increased from \$15 to \$30; ER increased from \$50 to \$75. All other co-pays, including for prescriptions are unchanged. (Attachment A and B)

**Cadillac Tax:** The following language will be inserted into the parties' collective bargaining agreement to address the possibility of an excise tax on employer health care plans, possibly in 2020.

If the District receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the District will give the Pittsburgh Federation of Teachers written notice of that fact and the parties will immediately meet to bargain changes in the plan design, plan, and/or plan carriers in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the District's written notice to the PFT regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the collective bargaining agreement's grievance and arbitration procedure. The sole purpose for that expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design, and/or plan carrier in order to eliminate exposure to the "Cadillac Tax". The decision of the arbitrator on this issue shall be issued within forty-five (45) calendar days of the District's written notice that the plan is subject to the "Cadillac Tax."

**Note:** Federation rejected the District's attempt to add high deductibles and penalties.

#### D. Personnel File Procedures and Clearances

Note: Same added to Professional and Technical-Clerical contracts

Summary: Updated language to comply with District's obligations under Act 24.

#### Article 10, Replacement Section 6

The District will comply with all applicable law(s) regarding the obligation of employees to submit requisite clearances and, accordingly, all employees must comply with District's directives related to the submission of clearances.

#### E. Postings and Seniority (Articles 12 and 13)

- Paraprofessional Seniority List available on May 1 every year. (Article 12)
- Posting moved up from the summer (July 1 and July 15) to the end of the school year:
   June 1 and June 15. Paraprofessionals will see the first before the end of the work
   year and the second posting near the last day.
- Vacancies filled during the year will be filled permanently rather than on a temporary basis.

## F. Maintenance of Special Education and Special Education Related-Paraprofessional Positions. (Article 39)

**Summary:** The language that codifies the guaranteed Paraprofessional's per teacher in the Professional Agreement will be provided as an insert to use as a reference.

#### G. Hours of Work for Hourly Employees (Article 22)

**Summary:** New language ensures Personal Care Assistants (PCAs) receive a full day's pay.

**New Language:** The normal work day for Personal Care Aides <u>shall conform to school</u> <u>hours</u> and include a one-half hour unpaid lunch period. Personal Care Aides will be paid for actual hours worked including any travel assignment and, as applicable, the provisions of Article 47, overtime will be observed.

#### H. Salary Corrections (Article 41)

**Summary:** The District can recover overpayment back six months except for overpayments resulting from incorrect step placement at the time of hire.

**Note:** Same language added to Professional and Technical-Clerical Contracts

New Language: If a paraprofessional has been overpaid at any time during his/her employment 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 be required to make repayment to the Board for a period not to exceed six (6) work months with said six (6) months being back dated from the date when the employee was provided with notice of the overpayment provided that the Board is correct in its assessment that there has been an overpayment. The length of time from the date of notice to the employee until the date 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 recoupment of an overpayment.

### I. Special Provisions Regarding the Van Transportation at Conroy Education Center (Article 45)

**Summary:** Remove "Conroy Education Center." This language applies to other schools such as Pioneer.

#### J. Sick Leave (Article 63)

Summary: Sick leave now includes days for children over the age of 16 with a disability.

Note: Same added to Professional and Technical-Clerical Contracts

**Section 5** (New language in **bold**) "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 any age if the child has a permanent disability**) or a paraprofessional's parent. ..."

#### K. Canine Officer Compensation (New Article)

**Summary:** School Police Officers who handle, house, clean, feed, and maintain the well-being of the District's police dogs will be compensated 3.5 hours per week.

#### L. Fair Practices (Article 6)

Note: Same added to Professional and Technical-Clerical Contracts

Summary: Language changed to include gender identity.

#### **Administration of Three-year Agreement**

All other Articles and terms of the 2010-15 Paraprofessional Collective Bargaining Agreement and the 2015-17 Extension shall continue in effect, except those amended or otherwise affected by the provisions of this Three-Year Agreement.

#### Appendix A

#### Article 12, New Section 14 related to Travel Trainers

- 14. "The Assistant Teacher in the Travel Training program will not be subject to bumping described in Article 12, Section 5. b. (3) when the following conditions are met:
  - a. The Assistant Teacher in the Travel Training program is not being displaced from her/his position due to a reduction of travel training positions, and
  - b. The Assistant Teacher in the Travel Training program has
    - i. Completed active employment in the role for the equivalent of one (1) full report period (45 student days) and during that period has earned at least six (6) hours of continuing education training essential to the role from professional organizations.
    - ii. At the time of placement into the Assistant Teacher in the Travel Training program, the paraprofessional had:
      - at least three months of employment experience working directly with students in the community with students with disabilities ranging from mild to severe, 16 to 21 years of age; or
      - at least one year of Pittsburgh Public School employment experience working directly with students receiving autistic support, emotional support, learning support, life-skills support, multiple disabilities support, or physical support; or
      - at least one year of employment experience working directly with students from approved private or non-profit schools; or
      - at least eight (8) hours of training, closely related to travel training provided by professional organizations."

#### Appendix B

#### Highmark Community Blue Flex PPO

	Enhanced Value	Standard Value	Out-of-Network
Deductible			
Individual	None	\$500	\$1,000
Family	None	\$1,000	\$2,000
Coinsurance	100%	90% after deductible	75% after deductible
Out-of-Pocket Max.			
Individual	None	\$1,500	\$3,000
Family	None	\$3,000	\$6,000
Preventative Care	,		
PCP Visit	100% after \$15 copay	100% after \$20 copay	75% after deductible
Specialist Visit	100% after \$30 copay	100% after \$30 copay	75% after deductible
Retail Clinic Visit	100% after \$15 copay	100% after \$20 copay	75% after deductible
Urgent Care Visit	100% after \$15 copay	100% after \$20 copay	75% after deductible
Telemedicine	100% after \$15 copay	100% after \$20 copay	Not Covered
Emergency Room	100% after \$75 copay (waived if admitted)	100% after \$75 copay (waived if admitted)	100% after \$75 copay (waived if admitted)
Retail Rx	24 day supply (aliminate the	as 100 unit ention)	
Generic	34-day supply (eliminate the		
Brand		\$10	
	\$20	\$20	
Brand Non-Formulary	\$40	\$40	
Mail Order RX	90-day supply		
Generic	\$10	\$10	
Brand	\$20	\$20	
Brand Non-Formulary	\$40	\$40	

#### Appendix C

#### **UPMC PPO**

	In-Network	Out-of-Network
Deductible		
Individual	None	\$1,000
Family	None	\$2,000
Coinsurance	100%	75% after deductible
Out-of-Pocket Max.		
Individual	None	\$3,000
Family	None	\$6,000
Preventative Care		
PCP Visit	100% after \$15 copay	75% after deductible
Specialist Visit	100% after \$30 copay	75% after deductible
Retail Clinic Visit	100% after \$15 copay	75% after deductible
Urgent Care Visit	100% after \$15 copay	75% after deductible
Telemedicine	100% after \$15 copay	Not Covered
Emergency Room	100% after \$75 copay (waived if admitted)	100% after \$75 copay (waived if admitted)
Retail Rx	34-day supply (eliminate th	ne 100 unit option)
Generic	\$10	
Brand	\$20	
Brand Non-Formulary	\$40	
Mail Order Rx	90-day supply	
Generic	\$10	
Brand	\$20	
Brand Non-Formulary	\$40	

#### Appendix D Salary Schedules

## 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.

	•			=		
	- Banal Karlafant I		7/1/2016	7/1/2017 7	/1/2018 7	/1/2019
Educ	cational Assistant I					
	School Support Aide;	Step 1	2,499	2,549	2,600	2,652
	A STATE TO THE CONTRACT OF THE	2001 March 1900 State	Security of the Security	Outstance of the	Value 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	L
	Primary Classroom Aide;	Step 2	3,010	3,070	3,131	3,194
	Preschool Assistant Level I;	Step 3	3,103	3,165	3,228	3,293
		otop o	0,.00	0,.00	0,220	0,200
	In-House Suspension Aide;					
	Health Services Aide					
Edu	cational Assistant II					
Educ						
	Level A: Preschool Assistant;	Step 1	2,597	2,649	2,702	2,756
	Level II (Head Start)	Step 2	3,112	3,174	3,237	3,302
	zovom (moda otam)					15
		Step 3	3,206	3,270	3,335	3,402
	Level B: Preschool Assistant;	Step 1	2,685	2,739	2,794	2,850
	Level II (Child Care - Career Dev.)	Step 2	3,213	3,277	3,343	3,410
	Lover in (erina dare dareer bev.)				0.000 No.000 No.000	10000 M
		Step 3	3,309	3,375	3,443	3,512
Educational Assistant III Level A						
	Learning Support Aide;	Step 1	3,061	3,122	3,184	3,248
	Vision Support Aide	Step 2	3,652	3,725	3,800	3,876
	Vision Support Aide		~ 500 · 600	Personal and the second	15-000 • 15-25-20 00-20	
		Step 3	3,760	3,835	3,912	3,990
	Level B					
	Attendance Assistant;	Step 1	3,681	3,755	3,830	3,907
		U-0.0000 (P.T.)		and the second		15.
	Classroom Communications Aide	Step 2	3,790	3,866	3,943	4,022
	Level C					
	Assistive Technology Aide	Step 1	3,803	3,879	3,957	4,036
			1000 - 100 -			A STATE OF THE STA
	Teen Advocate	Step 2	3,917	3,995	4,075	4,157
Classroom Assistant						
	Life Skills; Physical Autistic	Stop 1	2 567	2,618	2 670	2 722
	and the state of t	Step 1	2,567	ALCOHOLOGY CHOICE	2,670	2,723
	Multi-Handicapped Support;	Step 2	2,633	2,686	2,740	2,795
	Monitoring Aide	Step 3	3,052	3,113	3,175	3,239
	——————————————————————————————————————	Step 4	3,435	3,504	3,574	3,645
		Oteh 4	5,455	3,304	3,374	3,043

Assistant Teacher					
TMR Vocational Training Program;	Level I	3,426	3,495	3,565	3,636
Project Liaison; Preschool Group	Level II	3,560	3,631	3,704	3,778
Leader (Child Care -Career Dev.);	Level III	3,680	3,754	3,829	3,906
School to Work	Level IV	3,803	3,879	3,957	4,036
Student Services Assistant <sup>1</sup> and Educational Assistant IV		3,943	4,022	4,102	4,184
JROTC Noncommissioned Instructional Assistant*		4,390	4,478	4,568	4,659
Security Aide <sup>2</sup>	Step 1	3,369	3,436	3,505	3,575
occurry / mac	Step 2	3,469	3,538	3,609	3,681
	Step 3	3,574	3,645	3,718	3,792
School District Police Officer***	Step 1	4,020	4,100	4,182	4,266
Senior School District Police Officer***	Step 1	4,020	4,346	4,433	4,522
Resident Security Specialist <sup>3</sup>	Step 3	4,518	4,608	4,700	4,794
resident desarty openialist	Step 4	4,653	4,746	4,841	4,938
		.,000	.,	.,0	1,000
Senior Security Aide	Step 1	3,527	3,598	3,670	3,743
	Step 2	3,633	3,706	3,780	3,856
	Step 3	3,742	3,817	3,893	3,971

<sup>\*</sup>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.

<sup>\*\*\*</sup>Applies only to those security employees who have completed an Act 77 certification, or the equivalent.

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

<sup>&</sup>lt;sup>2</sup>Incumbant Senior Security Aides, added t the unit as of February, 1998, are grandfathered for the purposes of salary and longevity entitlement, as well as all other provisions specified in the April 1998 Agreement reached between the District and the PFT.

<sup>&</sup>lt;sup>3</sup>Incumbant 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.

#### **HOURLY RATES**

	7/1/2016	7/1/2017 7	/1/2018 7	/1/2019
Vocational/Technical Instructional Assistant	24.14	24.62	25.11	25.61
Vocational Assistant	25.52	26.03	26.55	27.08
Aide for Students with Disabilities	13.42	13.69	13.96	14.24

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

#### Student Services Assistants (Prior to 7/1/2006)

Pursuant to a unit clarification to the Paraprofessional Collective Bargaining Agreement of Theo job category Student Services Assistant, individuals serving as Student Services 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:

	7/1/2016	7/1/2017	7/1/2018	7/1/2019
Step 1	3,943	4,022	4,102	4,184
Step 2	3,999	4,079	4,161	4,244
Step 3	4,109	4,191	4,275	4,361
Step 4	4,231	4,316	4,402	4,490
Step 5	4,347	4,434	4,523	4,613
Step 6	4,468	4,557	4,648	4,741
Step 7	4,584	4,676	4,770	4,865
Step 8	4,707	4,801	4,897	4,995
Step 9	4,816	4,912	5,010	5,110
Step 10	4,940	5,039	5,140	5,243