PITTSBURGH FEDERATION OF TEACHERS



Paraprofessionals Tentative Collective Bargaining Agreement

between the

Pittsburgh Federation of Teachers
and the

Pittsburgh Board of Public Education

July 1, 2020 through June 30, 2024



Pittsburgh Federation of Teachers Four-Year Agreement for the Paraprofessional Unit November 1, 2021

Negotiators for the PFT and the School District reached a tentative agreement for the 567 employees covered by the Collective Bargaining Agreement for Paraprofessionals between the Pittsburgh Board of Education and the Pittsburgh Federation of Teachers.

Provisions of this tentative agreement are presented in this document. Acceptance or rejection of this tentative agreement will be conducted by mail ballot. This information and a ballot will be mailed to all full PFT members who have provided the PFT with their personal email addresses.

A. Length of Agreement

The term of this agreement will be four (4) years, covering the period July 1, 2020 through June 30, 2024. All terms and provisions of this agreement shall be prospective unless otherwise another date is specified.

B. Salaries

- Salary step advancement increases for all paraprofessionals on internal steps (below top step) average 7-9% per year.
- Top step increases 5.9% from 2021 to 2023 with \$750 bonus for 2020.

2020-2021 all salary schedules:

- Step advancement/retroactive pay for all internal steps retroactive to the paraprofessional's increment date.
- \$750 bonus (prorated) for all paraprofessionals at the top step in 2019-2020—payment of the lump sum bonus shall be made before December 25, 2021 provided the PFT notifies the District of ratification on or before the close of business on November 23, so that the Board can hold a ratification vote that evening.

- Eligible employees who remain employed in a position in the bargaining unit as of the date of ratification who are eligible shall move on step retroactive to their increment date in 2020-2021.
 These payments shall be made as soon as practicable after ratification.
- Retirees who worked during the 2020-21 school year are eligible for retroactive compensation. Paraprofessionals who separated from the District prior to ratification and did not qualify as a retiree are not eligible for retroactive compensation.
- Retroactive payments for those who qualified for longevity after 22
 years of satisfactory service and applied for it during status quo
 shall be made as soon as practicable following ratification.
- Student Equity Advocates shall be paid as set forth in the attached salary schedule.

2021-2022 all salary schedules:

- The salary rate for Personal Care Aides (PCAs) shall be increased to \$15 per hour. PCAs will also be included in the yearly percentage increases listed below.
- Top Step: 1.8% increase
- Internal Steps: 1.8% increase <u>plus</u> step movement
- The workshop and evening rates for paraprofessionals shall Increase from \$12 to \$15 per hour.

2022-2023 all salary schedules:

• Top Step: 2.0% increase

• Internal Steps: 2.0% increase <u>plus</u> step movement

2023-2024 all salary schedules:

• Top Step: 2.0% increase

• Internal Steps: 2.0% increase <u>plus</u> step movement

See Attachment #A for complete salary schedules

C. Health Care

The agreement <u>maintains the current health care plans</u> with no new or changed deductibles, no new or changed co-pays and no changes to the rate structure of the employee contributions.

D. Length of the Workday

There are no changes or additions of minutes to the paraprofessional workday or work year.

E. New Article—STUDENT EQUITY ADVOCATES

See Attachment B

F. Revisions to Article 11—DUE PROCESS, DISCIPLINARY ACTION, TRANSFER PROCEDURES, AND DISCHARGE PROCEDURES

Language in this article has been updated to remove an unused process while preserving due process rights and the paid administrative leave prior to due process.

See Attachment C

G. Incorporation of Agreements into Contract Language

The Federation and the District agree to remove all Fair Share language and references to Fair Share fees from the Paraprofessional Collective Bargaining Agreement (Article 2 Section #17) in order to comply with changes in law.

H. Administration of the Four-Year Agreement

All other Articles and terms of the previous Paraprofessional Collective Bargaining Agreement shall continue in effect, except those amended or otherwise affected by the provisions of this four-year agreement.

ARTICLE 40
PARAPROFESSIONAL SALARY SCHEDULE

		7/1/2020	7/1/2021	7/1/2022	7/1/2023
Educational Assistant I					
School Support Aide;	Step 1	2,652	2,700	2,754	2,809
Primary Classroom Aide;	Step 2	3,194	3,251	3,316	3,382
In-House Suspension Aide;	Step 3	3,293	3,352	3,419	3,487
Health Services Aide					
Educational Assistant II	0. 4	0.750	0.000	0.000	0.040
Level A:	Step 1	2,756	2,806	2,862	2,919
Early Childhood Assistant	Step 2	3,302	3,361	3,428	3,497
	Step 3	3,402	3,463	3,532	3,603
Level B:	Step 1	2,850	2,901	2,959	3,018
Early Head Start Assistant	Step 2	3,410	3,471	3,540	3,611
	Step 3	3,512	3,575	3,647	3,720
Educational Assistant III					
Level A					
Learning Support Aide;	Step 1	3,248	3,306	3,372	3,439
Learning Support Aide - ESL;	Step 2	3,876	3,946	4,025	4,106
Vision Support Aide	Step 3	3,990	4,062	4,143	4,226
Level B					
Attendance Assistant;	Step 1	3,907	3,977	4,057	4,138
Classroom Communications Aide	Step 2	4,022	4,094	4,176	4,260
Level C					
Teen Advocate	Step 1	4,036	4,109	4,191	4,275
	Step2	4,157	4,232	4,317	4,403
Classroom Assistant					
Life Skills Support;	Step 1	2,723	2,772	2,827	2,884
Physical Support;	Step 2	2,795	2,845	2,902	2,960
Autistic Support;	Step 3	3,239		3,363	3,430
Multi-Handicapped Support;	Step 4	3,645	3,711	3,785	3,861
Monitoring Aide;					
Early Intervention Developmentally Delaye	d				
Assistant Teacher					
Vocational Training Program;	Level I	3,636	3,701	3,775	3,851
Project Liaison;	Level II	3,778	3,846	3,923	4,001
Early Head Start Group Leader;	Level III	3,906	3,976	4,056	4,137
School to Work Travel Trainer;	Level IV	4,036	4,109	4,191	4,275
Travel Trainer;					
ESL Family Liaison					

Educational Assistant IV					
Registered Behavioral Technician		4,184	4,259	4,344	4,431
Student Services Assistant ¹		4,184	4,259	4,344	4,431
Behavioral Intervention Specialist		5,156	5,249	5,354	5,461
JROTC Noncommissioned Instructional Assistant*		4,659	4,743	4,838	4,935
Security Aide ²	Step 1 Step 2 Step 3	3,575 3,681 3,792	3,639 3,747 3,860	3,712 3,822 3,937	3,786 3,898 4,016
School District Police Officer*** Senior School District Police Officer*** Resident Security Specialist ³	Step 1 Step 2 Step 3 Step 4	4,266 4,522 4,794 4,938	4,343 4,603 4,880 5,027	4,430 4,695 4,978 5,128	4,519 4,789 5,078 5,231
Senior Security Aide	Step 1 Step 2 Step 3	3,743 3,856 3,971	3,810 3,925 4,042	3,886 4,004 4,123	3,964 4,084 4,205

^{*}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.

³Incumbant 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	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Vocational/Technical Instructional Assistant	25.51	25.97	26.49	27.02
Vocational Assistant	27.08	27.57	28.12	28.68
Personal Care Assistant	14.24	15.00	15.30	15.61

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

^{***}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 Services Assistants hired into that position prior to July 1, 2006, is set forth in Addendum "A" of this Agreement.

²Incumbant 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.

Student Services Assistant (Prior to 7/1/2006)

Pursuant to a unit clarification to the Paraprofessional Collective Bargaining Agreement of the 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:

	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Step 1	4,184	4,259	4,344	4,431
Step 2	4,244	4,320	4,406	4,494
Step 3	4,361	4,439	4,528	4,619
Step 4	4,490	4,571	4,662	4,755
Step 5	4,613	4,696	4,790	4,886
Step 6	4,741	4,826	4,923	5,021
Step 7	4,865	4,953	5,052	5,153
Step 8	4,995	5,085	5,187	5,291
Step 9	5,110	5,202	5,306	5,412
Step 10	5,243	5,337	5,444	5,553

12 Month Paraprofessional Exempt Salary Schedule, Level 1

Student Equity Advocate

	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Step 1	4,457.97	4,538.21	4,628.97	4,721.55
Step 2	4,519.12	4,600.46	4,692.47	4,786.32
Step 3	4,587.36	4,669.93	4,763.33	4,858.60
Step 4	4,689.22	4,773.63	4,869.10	4,966.48
Step 5	4,789.12	4,875.32	4,972.83	5,072.29
Step 6	4,887.76	4,975.74	5,075.25	5,176.76
Step 7	4,992.00	5,081.86	5,183.50	5,287.17
Step 8	5,091.84	5,183.49	5,287.16	5,392.90
Step 9	5,186.90	5,280.26	5,385.87	5,493.59
Step 10	5,289.51	5,384.72	5,492.41	5,602.26
Step 11	5,351.77	5,448.10	5,557.06	5,668.20
Step 12	5,389.21	5,486.22	5,595.94	5,707.86
Step 13	5,399.97	5,497.17	5,607.11	5,719.25

New Article – Student Equity Advocate

References to contractual articles refer to the 2010-2015 collective bargaining agreement

- 1. Work Year: Student Equity Advocates shall be twelve-month employees.
- 2. <u>Salary Schedule</u>: Student Equity Advocates shall be exempt employees and shall be placed on a new salary schedule titled 12 Month Paraprofessional Exempt Salary Schedule, Level 1 (\$53,496/year, \$4,457.97/month) for the 2020-21 school year. A copy of the schedule is attached hereto. A Student Equity Advocate's salary will advance annually on their increment date.
- 3. Work Schedule: Student Equity Advocates' working hours shall generally align with the schools in which they are assigned to work. During the summer months, Student Equity Advocates' working hours shall be from 8:30 am to 4:30 pm, or the equivalent. There shall be a thirty-minute duty free lunch period each work day. Additionally, Student Equity Advocates shall occasionally be required to attend meetings and/or conduct events during evening hours and on weekends, which may include travel outside of the District. There shall not be more than seven (7) required evening and/or weekend sets of work hours per work year. Any additional evening and weekend sets of work hours can be scheduled by mutual agreement between the Student Equity Advocate and the supervisor. To the extent Article 31 (non-school meetings) conflicts with this provision, such article shall not apply to Student Equity Advocates.
- 4. <u>Work Location</u>: Student Equity Advocates shall be responsible for providing support to a caseload of school students, as assigned by the Office of Equity. Student Equity Advocates shall be itinerant Monday through Thursday during the school year and may be required to travel, including to each of their assigned schools on a given day. On Fridays during the school year and on each working day during the summer, Student Equity Advocates may be required to report to the Student Service Center in the Administration Building.
- 5. <u>Displacement/Bidding/Bumping</u>: The position of Student Equity Advocate shall be considered a "promotional position," i.e. it shall be a hierarchically senior position to all other positions within the bargaining unit. No member of the bargaining unit, regardless of seniority, may be entitled to bid or bump into the Student Equity Advocate position on the basis of seniority.

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 87 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 requeted by either the Federation or the Board.
- 7.6. 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

ATTACHMENT C

- credit for all monies earned or received by the paraprofessional during his/her suspension which he/she would not otherwise have accrued.
- 8.7. 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.