

COLLECTIVE BARGAINING AGREEMENT

July 1, 2021 to June 30, 2025

between

THE NORTH ALLEGHENY SCHOOL DISTRICT

and

LOCAL 2097

PARAPROFESSIONAL CHAPTER

THE NORTH ALLEGHENY FEDERATION OF TEACHERS

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INTRODUCTION

WHEREAS, the District and the Federation have bargained in good faith under the provisions of the Pennsylvania Public Employees Law, the Act of July 23, 1970, No. 195 ("Act"), and have reached certain understandings, it is hereby agreed as follows:

AGREEMENT

This Agreement entered into the 23rd day of June, 2021 by and between the Board of Education of the North Allegheny School District ("District") and the Paraprofessional Chapter of the North Allegheny Federation of Teachers, AFL-CIO, Local 2097 ("Federation") shall become effective on July 1, 2021 and continue in full force and effect until at least June 30, 2025 and thereafter automatically renew itself for one (1) year periods, unless either party to this Agreement provides the other with written notice of intention to terminate or otherwise modify this Agreement no later than one hundred eighty (180) calendar days prior to the District's budget submission date.

ARTICLE I

ENTIRE AGREEMENT

This Agreement is the entire Agreement between the parties relating to wages, hours, terms and conditions of employment of unit members represented by the Federation. No future practice or agreement of any kind shall be binding unless it is set forth in a written instrument signed by the District and the Federation. This Agreement cannot be modified or amended except by a written instrument signed by the District and the Federation. During the term of this Agreement, the parties voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter in bargaining specifically mentioned in this Agreement or during negotiations underlying this Agreement. Nothing in the foregoing sentence, however, will deprive the Federation of any right it has to "meet and discuss" any subject within the meaning of Section 702 of the Act.

## ARTICLE II

### RECOGNITION

The Federation is hereby recognized by the District as the sole and exclusive bargaining representative for those employees in the unit certified by the Pennsylvania Labor Relations Board as appropriate for collective bargaining including all full-time and regular part-time secretaries; technicians, assistants, and excluding personal secretaries to the School Board, and Superintendent, the Assistant Superintendents, the Director of Human Resources, Business Office employees; and further excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

## ARTICLE III

### NON-DISCRIMINATION IN EMPLOYMENT

The District and the Federation agree, each in its own behalf, that they will not discriminate against any employee on the basis of race, color, national origin, sex, age, religion, marital status, sexual orientation, persons with disabilities, or membership or participation in, or association with, the Federation and/or its activities as those terms are defined under applicable federal and state laws.

## ARTICLE IV

### DEFINITIONS

- A. "Agreement" refers to this document.
- B. "Board" refers to the Board of School Directors of the North Allegheny School District and/or its authorized representatives.
- C. "District" refers to the North Allegheny School District and/or its Board-authorized representatives.
- D. "Federation" refers to the North Allegheny Federation of

Teachers (NAFT) Paraprofessional Chapter, Local 2097, American Federation of Teachers, AFL-CIO and/or its authorized representatives.

- E. "Superintendent" refers to the Superintendent of Schools of the North Allegheny School District or his/her authorized representative.
- F. "Employee" refers to a member of the bargaining unit defined in the Article of this Agreement entitled "Recognition".
- G. The term "fiscal school year" refers to the period of time from July 1 through June 30 of the following year unless otherwise specifically stated.
- H. "Long-Term Substitute" refers to a temporary, specific assignment for a minimum of one semester up to a full school year.

## ARTICLE V

### RULES GOVERNING AGREEMENT

- A. Savings Clause. In the event that any provision of this Agreement, at any time, shall be held 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 will be void and inoperative to the extent that it violates the law. All other provisions of this Agreement, however, will continue in full force and effect. Substitute action, if any, will be subject to appropriate negotiation and agreement between the parties.
- B. Headings. Any headings preceding the text of the Articles and Sections of this Agreement are inserted solely for convenience of reference and will not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of any Article or Section of this Agreement.
- C. Notice. Whenever notice is required to be provided under this Agreement to either party, the party to be notified



shall be notified by registered mail at the following addresses:

1. To the Board or District: Director of Human Resources, North Allegheny School District, 200 Hillvue Lane, Pittsburgh, PA 15237.
  2. To the Federation (name of Federation designated representative), North Allegheny Federation of Teachers Paraprofessional Chapter (at the address outside the school of the Federation representative).
- D. No Strike No Lockout. Both parties agree to abide by the provisions of the Pennsylvania Public Employee Relations Act. In consideration of the provisions of Article X for the settlement of disputes and the other benefits conferred by this Agreement, the Federation agrees that during the life of this Agreement, there shall be no strike, slowdown, refusal of services, or any kind of interference with the normal operation of the School District by the Federation. In the event of a breach of the foregoing by the Federation or person in the bargaining unit, the officials of the Federation pledge their cooperation with the District to terminate any such breach and to take such affirmative action to end the breach as their special obligations as Federation officials may require. The District, for its part, pledges that it will not conduct, authorize, instigate or aid a lockout of the bargaining unit during the term of the Agreement.

## ARTICLE VI

### MANAGEMENT RIGHTS

The Federation recognizes that, subject only to the express provisions of this Agreement, the supervision, management and control of the District's operations are exclusively the function of the District. Topics reserved to the District's sole control include but are not limited to the right to direct, plan and control operations; to hire, promote, demote, lay off, and recall persons; to discipline, suspend or discharge persons for just cause; to assign or transfer persons to tasks as needed; to change or introduce new or improved

methods of operations; to realign job duties and to contract out work; to adopt or modify from time to time and to enforce through discipline rules and regulations which it considers necessary for the purposes of maintaining order, safety and/or efficiency of operations; to determine work schedules, to decide the number of persons needed to work at any particular time and to be the sole judge of the quality of work required; to determine the number and location of work sites and the work to be performed at each site.

## ARTICLE VII

### FEDERATION RIGHTS

- A. Notice to Employees. A copy of any notice relating to the employees or groups of employees generally shall be given simultaneously to the Federation.
- B. Copies of the Agreement. A copy of this agreement shall be provided for each member of the bargaining unit. The District agrees to meet with the Federation after the signing of this Agreement for the purpose of arranging for printing of this Agreement. The District and the Federation will share the cost of providing such copies on an equal basis.
- C. Negotiations for New Labor Agreement. Conferences, meetings or negotiations for a labor agreement to replace this Agreement will be scheduled by mutual agreement of the parties in conformity with the provisions of the Act.
- D. Roster of Employees. The District will provide the Federation with a current Seniority List of employees and their respective work sites on November 1 in accordance with Article XII, Section C.
- E. Posting Vacancies. A copy of postings of vacant positions in the unit and positions involving similar skills and areas of responsibility including newly created positions shall be posted electronically on the District website. Inadvertent failure to provide copies will not be cause of complaint under the Grievance Procedure.
- F. Scheduled Meetings. Whenever employees are mutually

scheduled by the District and Federation to participate in conferences or meetings, exclusive of those scheduled in accordance with Article X, they shall suffer no loss of pay.

G. Dues Checkoff.

1. The District will deduct from the pay of each member from whom it receives authorization to do so from the Federation, the Federation's annual membership fee. Such deduction will be made in twenty (20) equal payments beginning with the second pay in September. It is agreed that the North Allegheny School District assumes no responsibility for funds beyond turning them over to the Treasurer of the North Allegheny Federation of Teachers or his/her successor as may be designated by the President of the North Allegheny Federation of Teachers at the time the monies are paid over.
2. In the event an employee resigns or leaves the employment of the North Allegheny School District before the final payroll deduction for dues is made, the North Allegheny School District assumes no deduction or collection responsibility beyond the collection of the regular amount including the monthly deduction for the final month in which payment is received.
3. The list of persons from whom payroll deductions for these dues are to be deducted is to be delivered to the Director of Finance with no additions or corrections made after the payroll closing date for that pay period. The names are to be submitted in alphabetical order, last names first. Wire transfers will occur by the North Allegheny School District to the Treasurer of the North Allegheny Federation of Teachers.

H. Meetings with Superintendent. Upon reasonable request, the Federation will have the right to meet at mutually agreeable times with the Superintendent and/or other persons of administrative responsibility, to exchange information, clarify problems or questions, discuss policy, operations, regulations and new positions,

provided that, at such meetings, grievances within the meaning of this Agreement will not be a proper subject for discussion.

- I. Calendar. The District and the Federation will "meet and discuss" the calendar prior to adoption by the District of the calendar for the following year.
- J. Visits to Work Sites. Federation representatives will be permitted to visit work sites in the District following prior approval by the Director of Human Resources. Such approval shall not be arbitrarily or capriciously withheld. The purpose of the visits shall be to investigate working conditions, employee complaints or employee problems.
- K. Use of Facilities. The Federation will continue to be offered the currently existing rights and privileges in obtaining building permits and uses of various facilities.
  - 1. Bulletin Boards. Employees may share Federation bulletin boards currently used by Federation represented professional employees for notices of activities and matters of Federation concern. No material shall be posted unless it has been approved by the Federation building representative.
  - 2. Mailboxes and Interschool Mail. Materials shall be distributed through interschool mail. No materials shall be distributed which are derogatory to the school system, the Federation, the administration, or any individual. No material shall be distributed unless it has been approved by the President of the Federation. Courtesy copies shall be provided to the Superintendent and building principals before or at the same time they are placed in the mailboxes.
- L. Materials and Information Furnished by the District. The District shall furnish to the Federation copies of the following, upon request:
  - 1. Information which is relevant to negotiations or necessary for the proper enforcement of this agreement. The information will be provided in a form which is readily available. If available in more

than one form, the Federation may request a form different from that initially furnished. Confidential material will not be provided.

2. The annual school directory which can be found on the NA Intranet under Staff Directory.
3. Two copies of the North Allegheny Schools Activities Calendar.

M. Federation Leaves. The following Federation leaves are available:

1. Temporary Federation Leaves. Duly authorized representatives of the Federation shall be granted leaves without pay for the purpose of attending conventions, conferences, seminars or workshops of the Federation or its affiliated bodies. Such leaves shall be granted provided requests on the appropriate form are made to the Superintendent at least one (1) month prior to the effective date of the leave. The total annual leave granted to the Federation for this purpose shall not exceed eight (8) work days. No more than four (4) employees may utilize leave at the same time, with no more than two (2) employees from any particular building.
2. Union Service Leave. An employee who is elected or appointed to a full-time position with the Federation or its affiliates, shall, upon appropriate application, be granted such leave of absence without pay for up to two (2) work years for the purpose of accepting the position. The District will recognize only one such leave in any given year and said leave will be granted only once during an employee's service in the District. Said employee shall be permitted to pay both his/her and the District's regular contributions to the retirement plan. The Federation agrees to hold the District harmless for any and all liability which may at any time arise from the application of this clause. An employee granted such leave of absence may continue the North Allegheny School Group Insurance Program by making payment of the full premium cost of such insurance to the North Allegheny School District Human Resource

Department, 200 Hillvue Lane, Pittsburgh, PA 15237. All other applicable benefits shall be retained as though he/she was in regular service, with the exception of the following:

Accrual of sick leave.  
Accrual of personal days.  
Accrual of vacation days (260 employees).

Upon return to service, the employee will be returned to a position in the same job classification, but not necessarily identical position. The assignment may be in a different building. The District will not make this assignment decision in an arbitrary manner.

3. Release Time for Paraprofessional Chapter President. The elected president of the Paraprofessional Chapter will be eligible for release time to perform his/her responsibilities as President of the Paraprofessional Chapter. Prior to June 1 of each year, the Federation and the District, and others deemed necessary by either party, will meet to determine an appropriate percent of release time to be granted and to develop a specific schedule for the president for the upcoming school year. The percentage of release time will be between 10% and 50% of the contractual school year.

The Federation agrees to pay all personnel costs related to this Federation employment, including pro-rated salary and benefit payments. This reimbursement of funds shall be paid directly to the North Allegheny School District through mutual arrangements by the parties.

- N. Policy Changes. The District shall notify the Federation in writing of changes in policies which affect terms and conditions of employment. Whenever possible, the Federation shall be notified prior to the implementation of such changes.
- O. Payroll Deductions. The District will provide all members of the unit the opportunity to utilize payroll deductions for the following: Fringe benefit programs, if applicable;

currently approved Tax Sheltered Annuity programs; and Credit Union as well as any other program approved by the District.

P. Office Personnel File. There shall be only one official personnel file for each employee. This file shall be housed in the Central Administration Office.

1. An employee shall be permitted to view his/her official personnel file in the Central Administration Office at a mutually agreeable time with a member of the Central Administrative Staff. Employees shall have the right to view all items contained in the official personnel file in the Central Administration Office except pre-employment information. Other employee data may be kept at the building level. Employees may view all documentation by arrangement with the building principal.
2. An employee shall be notified if any material derogatory to the employee is placed in his/her official personnel and/or building file. A copy of such material will be given to the employee at least five (5) working days prior to the placement of said material in the personnel file.
3. No anonymous communication or derogatory material based solely on parental or community input shall be placed in the official personnel file of any employee.
4. The employee shall have the right to answer official personnel and/or building file material, in writing, and to have his/her answer attached to the file copy. Employees may submit additional material which, subject to District approval, may be placed in their personnel files.
5. Should an employee feel that the material is improperly in his/her official personnel and/or building file, the employee may appeal to the person responsible for the insertion of said material in the file to have it removed. If this procedure does not resolve the problem to the employees satisfaction, the employee may request that a member of the Central

Administrative Staff of his/her choosing below the level of Superintendent conduct a thorough investigation into the matter and make a report to the Superintendent, who shall then decide on the final disposition of the issue.

6. An employee may request the removal of information from the personnel file and will be given due consideration by the Director of Human Resources.
7. An employee may request and receive copies of any materials contained in his/her official personnel and/or building file. Copies of said material will be provided by the Human Resources Department or the Building Administrator.
8. At the conclusion of the inspection of the official personnel and/or building file, an employee must sign the folder and indicate the time and date of his/her personal inspection. Such signature does not necessarily indicate agreement with the material therein.

## ARTICLE VIII

### FORMAL CONFERENCE PROCEDURE

Whenever it becomes necessary to direct an employee to Central Administration or the office of the building principal for a conference which could result in disciplinary action against the employee, the administrator shall observe the following guidelines:

1. Written notification of time, place, reason, and persons scheduled to be in attendance and date of the meeting shall be given to the employee in such a manner as to allow one (1) full working day between the date of notification and the date of the scheduled meeting. The meeting may be held sooner, with mutual agreement. If any additional persons are in attendance on the District's behalf, the employee shall have the right to a timely rescheduling of the meeting.



2. The employee shall be entitled to be accompanied by a representative(s) designated by the Federation.
3. Prior to the conference, the paraprofessional will be provided with copies of information pertinent to the decision for the formal conference.
4. Upon mutual agreement the District will provide a written summary of the meeting to the employee within ten (10) working days.

## ARTICLE IX

### PARAPROFESSIONAL EVALUATION: REMEDIATION OF WEAKNESS

- A. Program of Improvement. The formal method for remediation of weakness is the design and implementation of a Program of Improvement (POI). A formal POI is always required following the issuance of an "Unsatisfactory" rating. However, the converse is not true. The POI is written collaboratively by the employee and administrator, and will follow these guidelines:
  1. The term of the POI will be measured in workdays and will be sufficient for appropriate observation and remediation to occur.
  2. The POI will provide opportunities for feedback and support by the administrator. Success or lack thereof should be discussed and evaluated throughout the term of the POI.
  3. Once the employee has demonstrated successful and meaningful improvement, the POI will be considered complete.
  4. POIs should not be in place for an extended period of time; employee improvement is the goal of any POI. It is anticipated that the majority of POIs will have a completion date of no later than one year from origination date unless the timing and nature of the concern require a longer period.
  5. The POI may be extended, with appropriate

modifications, to address any concerns that have been documented to have not been successfully modified.

6. Once a second revision and remediation have occurred, should the behavior continue to warrant concern, additional consequences following the ladder of discipline may be implemented.

## ARTICLE X

### GRIEVANCE PROCEDURE

- A. Definition. The District and the Federation recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of prompt, impartial and fair hearing on their grievance. A grievance shall be defined as a complaint that:
  1. There has been a violation, misinterpretation or misapplication of a provision of this Agreement.
  2. A policy or practice is improper or unfair, or there has been a deviation from or a misinterpretation or misapplication of a practice or policy, or there has been unfair or inequitable treatment by reasons of an act or condition contrary to existing policy or practice.
- B. General Provisions.
  1. Federation or District Right to File Grievance. The Federation or District may initiate or appeal a grievance at any appropriate stage of this procedure.
  2. Grievance Initiated Beyond First Step. A grievance based on the action of authority higher than the immediate supervisor shall be initiated at the appropriate step in this procedure. The general procedure relating to that step shall apply to the presentation and adjustment of the grievance including the right of appeal.
  3. Effect of Failure to Appeal. A grievance not

appealed to the next step within the time limit specified shall be considered settled on the basis of the last answer of the School District's representative. A grievance not answered within the time limits specified may be automatically moved to the next step.

4. Additional Time. Additional time at a specific step of this procedure may be granted by mutual agreement in writing between parties.
5. Expense Allocation. Each party shall bear the expense of the presentation of its case in arbitration. The expense of employment of the arbitrator and other mutually incurred expenses shall be shared equally by the Federation and the District.
6. Notification. The Federation shall be notified and have the right to be present at all meetings regarding grievances.
7. Scheduling of Conferences and Hearings. Conferences and hearings held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.

C. Procedure.

1. Step One. Any employee having a grievance shall discuss such grievance with his/her immediate supervisor and attempt to resolve the matter. Should the matter not be resolved informally, the grievance may be submitted to the immediate supervisor and the Federation in writing on a form mutually agreed upon by the District and the Federation and provided by the District. Such submission shall be made within ten (10) working days after the time the employee(s) learned or reasonably should have known of the act(s) or condition giving rise to the grievance, whichever is later. The grievant shall have the right to request a conference with the immediate supervisor. Such conference shall be conducted within five (5) working days after the grievance is filed. The

grievant shall be advised in writing of the time, place and date of such conference and shall have the right to be represented at such conference by the Federation.

The immediate supervisor shall serve an answer, in writing, upon the employee, if any, and the Federation building representative within five (5) working days

after the receipt of said grievance; or, if a conference is requested, within five (5) working days after the conclusion of said conference.

2. Step Two. Within five (5) working days after receipt of the answer, the answer may be appealed in writing to the Director of Human Resources. Upon request, a conference shall be conducted by the Director of Human Resources within five (5) working days after the receipt of the appeal. The grievant shall be advised in writing of the time, place and date of such conference and shall have the right to be represented at such conference by representatives of the Federation. The Director of Human Resources shall serve an answer, in writing, upon the employee within five (5) working days after receipt of the appeal, or, if a conference is requested, within five (5) working days after the conclusion of said conference.
3. Step Three. Within five (5) working days after receipt of the answer of the Director of Human Resources, the answer may be appealed in writing to the Superintendent. Upon request, a conference shall be conducted by the Superintendent within five (5) working days after the receipt of the appeal. The grievant shall be advised in writing of the time, place and date of such conference and shall have the right to be represented at such conference by the Federation. The Superintendent shall serve an answer, in writing, upon the employee within five (5) working days after the receipt of the appeal; or, if a conference is requested, within five (5) working days after the conclusion of said conference.
4. Step Four. A grievance filed under A (1) of this

Article which is not settled in Step Three may be appealed by the Federation to arbitration before an impartial arbitrator provided that such party gives written notice of appeal to the other party within ten (10) working days following receipt of the answer at the Third Step. In the event that the parties are unable to mutually agree upon an arbitrator within five (5) working days after receipt of notice of appeal, they shall notify the Federal Mediation and Conciliation Service and request a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from which each party shall alternately strike a name until one (1) name remains. The District shall strike first. The remaining individual shall be the arbitrator, provided that the arbitrator shall not have the power or authority to change, add to, subtract from, or modify the terms and conditions of the Agreement between the parties and to the extent that his/her decision adds to, amends, or in any way varies the Agreement, it shall be void and of no effect. The decision of the arbitrator shall be binding on the parties to this Agreement.

5. Step Five. A grievance filed under A (2) of this Article which is not settled in Step Three may be appealed by the Federation to the Board of School Directors and may not be appealed to arbitration. The Board or its authorized committee shall hear the complaint prior to its next regular or special meeting and shall serve an answer in writing upon the Paraprofessional President of the Federation within five (5) working days after the hearing, provided that, there shall be no less than ten (10) working days between the time that the grievance is appealed to Step Five of the grievance procedure and the date of the hearing. The Federation may be represented at this Step by all persons who participated in preceding steps and by its staff and counsel. The Federation will have an opportunity to fully present its case and understand the Superintendent's position and the facts underlying that position with respect to the complaints. The decision of the Board on these matters shall be binding upon the parties hereto.

ARTICLE XI

JUST CAUSE

- A. The District has the right to discharge or discipline employees, but only for just cause. This standard, however, does not apply to probationary employees who may be discharged for any reason and who shall have no recourse to the Grievance Procedure.
- B. An employee who elects to challenge discipline or discharge under the Local Agency Act shall not have recourse through Article X, Grievance Procedure.

ARTICLE XII

SENIORITY

- A. Definition. "Seniority" in this Agreement means an employee's length of continuous service in the bargaining unit, as measured from the employee's most recent date of hire by the District, which shall mean the first day worked following hiring. To the extent that an employee has the same last date of hire as another employee, their seniority rank shall be determined by the last digit of their Social Security numbers. The employee with the lowest number will have the higher seniority rank. If the employees have the same last digit, the controlling digits will be the first dissimilar digits closest to the last digit. "Seniority" and "length of continuous service" are used interchangeably in this Agreement except as otherwise stated.
- B. Loss of Seniority. Seniority shall be broken and employment terminated for the following reasons:
  - 1. Voluntary quit or resignation.
  - 2. Discharge for cause, including, but not limited to:
    - Absence of three (3) consecutive work days without notifying and securing approval of the District, unless cause exists justifying the failure to notify the District.

Failure to return to work from lay-off within twenty-one (21) calendar days or respond to the District within seven work days after receipt of a written recall notice the District has mailed by certified mail addressed to the employee at his/her last address appearing on the District's record, whichever is less.

Failure to report for work immediately following termination of a leave of absence, unless just cause exists for failure to report.

3. Acceptance of other full-time employment for pay while on leave of absence, unless approved by the District.
  4. Layoff, in excess of eighteen (18) months.
  5. Seniority may be broken and employment may be terminated for non-work related or work-related disability, which continues for more than 18 consecutive months.
- C. Seniority Lists. The District and the Federation will work cooperatively to update the seniority list on or before November 1.
- D. Layoff. Employees shall be laid off by position in reverse order of seniority. Employees will be given notice prior to layoff:
- 5 full week days in the event of District-initiated layoffs, and
  - 1 full week day in any other event.
- E. District Years of Service. Years of service will not be expunged when a North Allegheny Paraprofessional employee accepts another District position. All years of service carry over unless the employee resigns employment with the District or is discharged for cause, at which point wages and benefits are calculated as a new hire.
- E. Bumping. An employee facing displacement due to (a) layoff (b) bumping, or (c) a permanent change in the

scheduled number of workdays per year or hours per day, may voluntarily elect to exercise the right to bump one time per displacement.

(For purposes of the bumping provision of this section, job groups shall be defined as positions within the same classification with the same number of hours. Job groups below the bumping employee's job group shall be defined as positions within a lower classification with the same number of hours or a lower classification with fewer hours.)

1. The employee may bump the least senior employee in the same job group occupying a position that the bumping employee is qualified to perform and having less bargaining unit seniority than the bumping employee.
2. Should there be no such employee in the bumping employee's job group, the bumping employee may then bump the least senior employee in the job group below the bumping employee's job group which the bumping employee is qualified to perform and having less bargaining unit seniority than the bumping employee.
3. Should there be no such employee in the next lower job group, the bumping employee shall follow this same procedure in each subsequent lower job group until an employee is identified who has the least seniority in the job group occupying a position that the bumping employee is qualified to perform and has less bargaining unit seniority than the bumping employee.

Should the employee elect not to voluntarily displace a less senior employee, said employee declining bumping shall be laid off and placed on the recall list.

F. Filling Job Vacancies While Employees Are On Layoff. Should the District elect to fill vacancies which exist while there are UNIT employees on layoff status with recall rights, it shall proceed in the following manner:

1. The vacancy shall be posted and filled in the normal



manner except that only active bargaining unit candidates, including employees on an approved leave of absence, shall be considered.

2. Should the procedure described in F (1) fail to fill the vacancy, the District shall next offer recall to qualified laid off employees in order of unit seniority. Laid off employees who decline recall to a comparable position of equal hours shall terminate their recall rights and seniority, but not extend the Employee's 18-month recall period or as otherwise provided in Article XII, B.
3. Should the procedure described in F (2) fail to fill the vacancy, the position will be re-posted; and Employees on layoff shall have the full opportunity to participate in the posting procedure.
4. Should the procedure described in F (3) fail to fill the vacancy, the District may fill the position with a non-unit candidate.

(For purposes of the recall provisions of this section, comparable positions shall be positions in the same job group as the position from which the employee was laid off or positions for which the employee is qualified that are in a lower job group and have the same or fewer number of hours.)

- G. Effects of Displacement. Employees who move into new positions shall receive the wages and fringe benefits for the new position pursuant to the provisions of this Agreement. However, employees who have accrued unused personal days, sick days, and vacations earned in their former position may retain them until used pursuant to the provisions of this contract and the District guidelines. Personal days and sick days shall be paid at the rate of the employee's new position and vacation shall be paid at the rate of the position in which it was earned.

Employees commencing layoff shall be paid all accumulated vacation and personal days.

Employees commencing layoff shall be allowed to regain unused sick days which may be used upon their return to

active employment.

Employees shall not accrue personal days, sick days or vacation while on layoff.

Employees returning from layoff shall be entitled to proportionately reduced sick days and personal days based upon the portion of the contract year remaining after their return to active employment.

Employees with seniority returning to active employment from layoff shall have their vacation entitlement proportionately reduced to reflect their active employment in the eligibility year. However, in using the formula to determine vacation eligibility, before applying any appropriate proportionate reduction, employees with seniority on layoff shall be considered to be in continuous service in the position they occupied when they were laid off.

An employee on layoff who serves as a substitute shall be compensated at his/her latest rate of pay prior to layoff.

During layoff but prior to Recall, if a laid off Employee accepts Long-Term Substitute employment, he/she will pay the same level of premium contribution for health care coverage that the Employee paid as of the day the Employee was laid off or for the Long-Term Substitute position, whichever is less. The Employee will assume the applicable level of premium contribution for a Recalled position.

## ARTICLE XIII

### JOB DESCRIPTIONS/ASSIGNMENTS

- A. Job descriptions shall be maintained for all employee positions. Job descriptions will include the most significant responsibilities, the number of days worked, and classification of the position and hours per day. All paraprofessional job descriptions will be reviewed as needed. Should the responsibilities of a position change significantly prior to the review, the position description may be revised with agreement by the District and the Federation. Copies of job descriptions will be

furnished to the Federation as requested. A reference manual of all paraprofessional position descriptions will be located on the District's Intranet.

- B. Substantial changes in skill levels and areas of responsibility will be discussed with the Federation prior to said changes in conformity with the law.
- C. Assignments requiring work normally assigned to a higher paid classification will be discussed with the Federation to determine if an adjustment in the employee's job rate should be made and whether the adjustment is temporary, recurring or permanent; and/or if the employee should receive additional compensation.

When an employee is temporarily assigned to perform duties in a higher classification as a replacement due to an absence and continues to do so for more than five (5) work days, then the employee shall be paid at the higher classification rate for the duration of the temporary assignment beginning with the sixth (6<sup>th</sup>) day of the assignment.

In the event additional support is needed in any building for a period of 30 calendar days or less, the Building Administrator will submit a request for such temporary assignment to the Director of Human Resources. Once reviewed and approved by the Director of Human Resources and following discussion with the President of the Paraprofessional Chapter, the Employee will be temporarily transferred and paid in accordance with the paragraph above.

- D. Should the District and the Federation be unable to reach agreement on an employee's job rate or additional compensation, the employee will begin work under the rate established by the District. The Federation may submit the dispute to "final offer" interest arbitration. The arbitrator shall only have the authority to establish the job rate as the final position of one of the parties.
- E. Copies of job descriptions will be furnished to the Federation upon request and made available through the District's Intranet.

ARTICLE XIV

JOB VACANCIES

- A. All known and anticipated permanent vacancies, including newly created unit positions, and positions involving similar skill levels and areas of responsibility shall be posted in each building and on the District Intranet for at least ten (10) calendar days prior to filling said vacancies.
- B. Said postings shall contain the job classification and the number of days and hours worked. Further information about the posted position will be available from the Federation building representative.
- C. Any employee wishing to apply for a vacancy shall apply in accordance with the current process prescribed by the Human Resource Department. All bargaining unit applicants shall be interviewed for posted bargaining unit vacancies.
- D. Permanent job vacancies will be awarded to the applicant best qualified to handle the vacancy in all its aspects including qualifications, skills, competencies and interpersonal qualities as determined by the supervisor/interviewer.
  - 1. When the above listed attributes of two or more applicants are substantially equal, preference will be given to employees.
  - 2. If the two finalists for a position are employees whose attributes are substantially equal, seniority will control.
- E. If a posted vacancy has not been filled on a permanent basis within thirty (30) working days from the initial date of posting, the position will be reposted an additional time.
- F. An employee who has unsuccessfully applied for a vacancy will be notified as soon as possible after the vacancy has been filled. Unsuccessful bargaining unit applicants shall have the right to request a meeting, which will be held in a timely manner, with the supervisor/interviewer

to discuss reasons they were not selected to allow for professional growth and development.

- G. In the event that a permanent employee successfully applies for a vacancy that is a temporary assignment, the employee shall return to the previous permanent assignment at the conclusion of the temporary assignment. If the temporary assignment becomes a permanent position, the newly created permanent position will be posted for any interested bargaining unit members.

## ARTICLE XV

### PROBATIONARY PERIOD/TRAINING

- A. Employees shall be probationary until the completion of the first sixty (60) working days without a break in service from date of hire. Training will be offered when necessary. During the probationary period, the employee shall have no seniority rights whatsoever, except that should some, but not all probationary employees be subject to layoff, they will be laid off in accordance with the layoff provisions of this Agreement. Before completion of the probationary period, the probationary employee will be evaluated by administrative personnel knowledgeable of said employee's performance of his/her position responsibilities. A copy of this evaluation will be available to the Federation upon request. Probationary periods may be extended for up to thirty (30) working days by mutual agreement of the District and the Federation. Following successful completion of the probation period, the employee shall be considered an employee under this Agreement with seniority retroactive to the first day in the probation period.
- B. Should employees be requested to participate in the training of a probationary employee and time in addition to that provided in the normal work day be needed for the completion of said employee's regularly assigned work, said time shall be governed by the overtime provisions of this Agreement.

ARTICLE XVI

CREATION OF A NEW POSITION

- A. The District will meet with the Federation to discuss the bargaining unit status of new positions which involve skill levels and areas of responsibility similar to those of the bargaining unit.
- B. If the parties are unable to agree on the bargaining unit status of a position, impasses will be resolved by the Pennsylvania Labor Relations Board.
- C. The District will negotiate the classification placement, level and category of a new bargaining unit position with the Federation.
- D. If the parties are unable to agree on the classification placement, level and category of a new bargaining unit position within five (5) working days, the District may establish, post and fill the position. Said posting will indicate the positions of the District and the Federation as to the classification, level and category.
- E. Disagreements over the classification placement and level of a new bargaining unit position may be submitted to a "final offer" interest arbitration. The arbitrator shall have only the authority to establish the final position of one of the parties as the classification placement, level and category.
- F. Upon agreement by the District and the Federation of the classification, level, and category of the newly created position, a position description will be developed and attached to the job posting. Once the position is successfully filled, the position description will be added to the Position Description Manual.

ARTICLE XVII

INVOLUNTARY TRANSFERS

- A. SPECIAL EDUCATION ASSIGNMENTS. When hired as a Special Education Assistant, it must be understood that the needs

of the students and the District may change periodically. Therefore, at the end of each school year, the District will reassess the needs of the special education students for the next school year. At this time, it is possible that your assignment may change to fit the District's needs for the upcoming year.

- C. SUPPORT NURSE BUILDING ASSIGNMENTS. When hired as a Support Nurse, it must be understood that the needs of the students and the District may change periodically. Therefore, at the end of each school year, the District will reassess the needs of the students for the next school year. At this time, it is possible that your building assignment may change to fit the District's needs for the upcoming year.
- C. In the case of permanent staff reductions within a building, the Employee with the most seniority within the classification being reduced will have first option to stay in a position or transfer, with such option being extended to all employees on a diminishing seniority basis. If no equivalent vacant positions are available, employees will have the option of exercising their rights in accordance with Article XII, Section E.
- D. In the case of transfers of administrative personnel, employees may be involuntarily transferred to accommodate the change. Should the District elect to make involuntary transfers, the interests of the District and employees will be considered. No employee shall be reduced in classification as the result of transfer.
- E. The employee(s) being involuntarily transferred shall have district-wide priority for placement in any known and/or anticipated equivalent vacant positions.
- F. Involuntary transfers shall not be made for disciplinary reasons.

#### ARTICLE XVIII

#### MISCELLANEOUS

- A. No employee shall be required to transport student(s) in

his/her vehicle.

- B. The District will provide parking facilities for employees.
- C. The District will maintain district equipment used by employees.
- D. The District will provide additional clerical assistance, as necessary, during times when work assignments exceed the normal work load. This may include, but not be limited to, the opening and closing week of the school year, student graduation, scheduling and screening.
- E. The District will make available to the employee his/her annual entitlement and use of accrued vacation days, sick leave days and personal days.
- F. An employee shall have the right to representation in any conference/meeting with the administration from which the employee has reason to believe disciplinary action may result.
- G. The District shall provide an opportunity for employees to receive in-service training each year, including training hours that are required by the Pennsylvania Department of Education ("PDE") to retain highly-qualified status. It remains the responsibility of any Highly-Qualified Employee to attain the annual training hours required by the "PDE".
- H. The District will provide insurance coverage against dishonesty, destruction and the disappearance of school district monies handled by employees.
- I. Health Office.
  - 1. The District will provide liability insurance for employees against incidental medical malpractice.
  - 2. Emergency guidelines, procedures and chain of command to be followed in the absence of the school nurse shall be posted in every health office.
- J. Paraprofessionals required to attend training sessions at



times when they are not normally scheduled to work will be paid their regular hourly wage for the number of hours involved.

- K. The District shall continue to provide insurance coverage for employees who are assigned to operate their vehicles on District business.
- L. The District and the Federation agree to meet and discuss the assignments of the Special Education Assistants. Whenever possible, this meeting shall occur prior to the end of the school year. However, flexibility will be maintained to allow for changes over the summer.
- M. Special Education Assistants shall not be utilized for whole-class supervision purposes for recess, barring any unforeseen emergent incident.

## ARTICLE XIX

### SAFETY AND HEALTH

The District and the Federation shall cooperate in the enforcement of safety. Should an employee feel that his/her work requires him/her to work in a hazardous and unsafe situation, the matter shall be reported immediately to the District. If the matter is not adjusted satisfactorily, a grievance may be processed according to the grievance procedure. The employee shall continue to work while the grievance is being processed, unless there is clear and immediate danger to the employee's safety or health.

## ARTICLE XX

### STUDENT DISCIPLINE

The District shall continue to support employees in the appropriate and proper exercise of disciplinary authority relating to students. This support shall include situations wherein the exercise of appropriate and reasonable physical restraint in relation to students may be necessary on the part of the employees during unusual or emergency circumstances affecting order.

ARTICLE XXI

WORK YEAR

A. Employees shall be defined in the following categories:

260-Day Employee

Principal's Secretary  
Secondary Assistant Principal's Secretary  
Secretary, Athletic Director  
Secretary, Facilities Director  
Secretary, Facilities Department  
Secretary, Transportation Department  
Secretary, IT Department  
Secretary, School Counseling Department (NASH/NAI)  
Business Secretary (NASH)  
Central Office Receptionist  
Fixed Assets and Inventory Technician  
Main Office Secretary (NASH)  
Special Education Secretary  
Gifted Support Secretary  
Secretary, Psychological and Pupil Services  
Information Technology Technician  
Communications Assistant  
Secretary, Online Learning & Professional Development

216-Day Employee

Elementary Assistant Principals' Secretary  
School Counseling Secretary (NASH, IMS, CMS & MMS)  
Receptionist/Secretary Athletic Department  
Business Secretary (NAI)

200-Day Employee

Secondary Library Secretary

190-Day Employee

Attendance Secretary  
Support Nurse  
Elementary Library Secretary

187-Day Employee

Computer Instruction Assistant  
Interpreter-Hearing Impaired  
Security Officer (Retire position through attrition)  
Special Education Assistant  
Student Services Assistant  
Title I Assistant  
Lifeguard

- B. Days and Hours of Work. The normal work year, work week and work day for employees will be as follows:

<u>Days per Year</u>	<u>Days per Week</u>	<u>Min/Max Hours per Day</u>
260 (Calendar days including holidays & vacation days)	5	4-8
216 Work Days	5	4-8
200 Work Days	5	4-8
190 Work Days	5	4-8
187 Work Days	5	4-7

Codes - For ease of reference purposes, the above specified employees will be designated in some parts of this Agreement by code letter.

- C. No Guarantee of Hours. Nothing in this Agreement constitutes a guarantee of hours of work in any form, whether per day or per week, or per year, nor is it intended to restrict the District's right to schedule individuals as needed or to change work schedules or hours on an individual or group basis as needed.
- D. Paid Daily Breaks. Included in each employee's normal daily hours of work will be the following paid breaks:

<u>Hours Per Day</u>	<u>Length of Break(s)</u>	<u>Number</u>
7.5-8 hours	15 minutes	2
6-7 hours	10 minutes	2
4-5 hours	15 minutes	1

E. Meal Periods. Not included in each employee's normal daily hours of work will be a duty free meal period on or off site. During work days when school is in session, the meal period will last one-half (1/2) hour. During work days when school is not in session, the meal period will last one (1) hour.

F. Overtime.

1. All work authorized and performed in excess of forty (40) hours in any one week (Sunday 12:00 a.m. through Saturday 11:59 p.m.) shall be paid for at the rate of one and one half (1 1/2) times the employee's regular straight-time hourly rate. There shall be no pyramiding or duplication of overtime or premium payments.
2. All work authorized and performed in excess of an employee's normal work week up to forty (40) hours in any one week (Sunday 12:00 a.m. - Saturday 11:59 p.m.) shall be paid at the Employee's regular straight time hourly rate.
3. Non-working hours for holidays, Jury Duty or Witness Duty (for District business), Bereavement or temporary Military Duty (two weeks or less), are eligible toward the calculation of overtime. Personal days, sick pay and vacation days are not eligible toward the calculation of overtime.
4. Overtime work will be voluntary. Should there be insufficient volunteers, overtime will be assigned to qualified individuals in inverse order of their seniority.

G. Emergency Closings.

1. For 187-Day and 190-Day employees, the emergency closing of school for snow days, in whole or in part, shall be counted as whole work days and shall not extend the work year for employees beyond the normally scheduled work year unless such extension is required to fulfill 180 days of pupil instruction. Extension of the school year for employees for this specific purpose shall not require compensation in

excess of the employee's regular salary.

2. 200-Day, 216-Day and 260-Day employees shall make a reasonable effort to report to work as soon as possible on days described in paragraph 1 of this provision.
3. If students are dismissed from school because of snow or other emergencies, 187-Day and 190-Day employees shall also be released. Building principals/supervisors may exercise their discretion in releasing 200-Day, 216-Day, and 260-Day employees.
4. Where an affected employee has indicated a necessary absence for either sick or personal leave on a work day on which school subsequently is not in session due to snow or other emergency, such indication of absence, when given prior to the involved day, shall not constitute a loss of sick leave or personal leave. Under the same circumstances, affected employees having no eligibility for, or accumulation of, sick leave, or no remaining days of personal leave, shall not suffer a loss in pay for such snow or other emergency days.

## ARTICLE XXII

### LEAVES OF ABSENCE

- A. Family and Medical Leave Act (FMLA). An employee who works with the District for 12 months and has performed a total of 1,250 hours during the 12 months before a leave of absence begins may qualify under FMLA. The District shall abide by the Family and Medical Leave Act, as amended, and shall be entitled to exercise the discretionary rights contained therein.
  1. A qualified and approved family medical leave taken shall run concurrently with any other leaves of absence contained in this Agreement and approved by the Board of School Directors.
  2. Calculation of an employee's 12 week FMLA entitlement shall be done on a rolling year basis as defined by

the FMLA.

3. The FMLA leave shall run concurrently with any sick leave taken by an employee. Employees are required to first utilize any accrued paid sick leave during the FMLA leave.

B. Child Birth or Child Rearing Leave.

1. A leave of absence that is the result of a child birth or adoption shall be granted upon request, to an employee who becomes a parent through the birth of a child or the adoption of a pre-school aged child. Whenever possible, application for a child birth leave should be made at least thirty (30) calendar days prior to the beginning of said leave. This leave will commence on a date chosen by the employee following the birth or adoption of the child and is not to exceed 12 weeks as eligible under FMLA guidelines in Section A. The employee shall confirm the intention to return to service as soon as possible by notifying the designated District official at least thirty (30) calendar days prior to the scheduled return date.
2. Child Rearing: A child rearing leave shall be granted upon request to an employee who wishes to extend a leave of absence to care for a newborn child or newly adopted child once FMLA eligibility has expired. A child rearing leave shall not exceed one calendar year from the initial child bearing leave date, which includes any eligible FMLA leave. All child rearing leave is unpaid and requires the completion of the unpaid Leave of Absence form to be submitted to the Board of School Directors for approval.

ARTICLE XXIII

UNPAID LEAVES OF ABSENCE

- A. General Provisions. The following provisions shall apply to leaves of absence covered by this article.

1. Any employee on an approved leave of absence shall retain seniority rights. Seniority shall be accrued during that time except as provided herein.
2. Any employee on an approved leave of absence shall retain his/her employee status.
3. For unpaid leaves of absence, all provisions of this contract shall remain in full force and effect, except payment of salary, if the leave is for thirty (30) calendar days, or less.
4. If the leave exceeds thirty (30) calendar days, the employee shall have no entitlement under this contract except as hereinafter provided in this article.
5. If a leave exceeds thirty (30) calendar days, the employee, at his/her expense, may elect to continue group insurance coverage to the extent permitted under the applicable insurance policies during the portion of such leave that exceeds thirty (30) calendar days. If permitted under applicable insurance policies, the employee's monthly payment of the full premium cost should be made to the North Allegheny School District, c/o Human Resources Department, Benefits Office, Central Administrative Office, 200 Hillvue Lane, Pittsburgh, PA 15237. The Board shall have no obligation to pay for any such insurance or other benefit under this agreement during that portion of leave in excess of thirty (30) days.

B. Child Rearing Leave. Please see Article XXII Section B for details.

C. Military Leave. A request to the Board of School Directors must be sent along with a copy of the military orders. Any employee inducted into military or naval service shall be considered to be on leave of absence for the entire duration of such service. All rights and privileges shall be reserved to such employee as if he/she continued in the service of the School Board, provided, "that no such leave of absence shall be granted unless said employee shall in writing agree upon termination of said leave to return to

employment in said school district for a period of not less than one year." School Laws of Pennsylvania, Section 1176(c).

- D. Medical Disability Leave. An employee who is so medically disabled as to be unable to perform the duties of his/her position because of a non-work related disability or illness, upon the exhaustion of all accumulated sick leave, shall be eligible for an unpaid leave of absence. The employee shall be entitled to an unpaid medical disability leave upon submission of proof satisfactory to the District of medical incapacity to fulfill the employee's position duties. The District may, prior to approving the leave or at any time(s) during the leave, require the employee to submit to medical examination(s) by a physician(s) designated by the District, at the expense of the District, for the purpose of verifying the extent and duration of the medical incapacity. Employees will be expected to give as much notice as possible of the beginning and return dates for medical disability leave. The employee shall be entitled to medical disability leave for up to six months. Medical disability leave beyond this time shall be at the discretion of the District.
  
- E. Employment Limitation of Child Rearing and Medical Disability Leaves. Employees on child rearing and medical disability leave shall not be permitted gainful employment by an employer other than the District, unless approved by the District. Violation of this provision shall subject the employee to termination of the leave at the discretion of the District.
  
- F. General Leave. Unpaid leaves of absence for reasons other than those specified above may be granted at the sole discretion of the Board.
  
- G. Exhausted Sick Leave. Employees who have exhausted their sick leave and are absent due to medical disability for periods too brief to be covered by Article XXIII, Section D shall not have their continuous service altered by these brief periods of absence. However, the District shall maintain the right to take such actions as are permitted under the School Code against employees whose excessive absenteeism impairs their ability to adequately perform their duties.



ARTICLE XXIV

PAID LEAVES OF ABSENCE

- A. Jury Duty. Any employee who has been called for jury duty or witness duty on behalf of the District, shall be compensated by the District the amount of money necessary to equal the difference between the employee's regular pay and the compensation such employee received for jury duty or witness duty. Time spent as a juror shall not be considered time worked for overtime purposes. An employee excused from jury duty or witness duty shall report to work at the beginning of his/her next regularly scheduled work day. The employee will present proof of service of a jury duty or witness duty notice or summons and the amount of pay received for such service.

When an employee receives notice that he/she is to report for jury duty or witness duty, he/she shall notify the Director of Human Resources.

The District reserves the right to request the Court to release and relieve any employee from jury duty or witness duty for personal reasons.

- B. Professional Leave. Professional leave for work related reasons shall be available to employees. Request for such leave must be made at least thirty (30) calendar days in advance and have the approval of the building principal or coordinator and the Superintendent.
- C. Sick Leave.
1. Sick leave days shall be credited to each employee on the first day of each fiscal year, or the first day of employment, whichever is appropriate.
  2. An employee who begins employment after a work year begins or leaves employment before a work year ends will receive pro-rated sick leave according to the appropriate schedule dependent upon the number of days per year and hours per day the employee is normally scheduled to work.

3. Sick leave will be credited in the following manner:

Number of Days Worked	Fiscal Year Entitlement
200-Day to 260-Day	Ten (10) Sick Days per year
187-Day to less than 200-Day	Nine (9) Sick Days per year
Less than 187-Day	Six (6) Sick Days per year

4. "Day" as used here refers to the number of hours normally worked by the particular employee per day.
5. Sick leave not used during a fiscal school year may be accumulated from year to year.
6. Verification of illness or injury may be required after three or more consecutive working days, or when the number of work days of absence or the occurrence of absence appears excessive or unwarranted.

D. Sick Leave for Communicable Childhood Diseases.

1. Qualification. Employees shall suffer no loss of pay and shall not be charged with use of sick leave in the following situations:

- (a) Absence from school because of childhood disease if evidence of reasonable likelihood has occurred that the contact was made during the school day. The following communicable diseases shall be recognized:

Measles, Rubella, (three day measles)  
 Measles, Rubeola, (nine day measles)  
 Mumps  
 Chicken Pox (Varicella)  
 Whooping Cough (Pertussis)  
 Meningitis  
 Head Lice (Pediculosis)  
 Pink Eye

- (b) Absence from school because of any other communicable disease which becomes an epidemic

as determined by the District causing the closing of a school or schools.

2. School Physician's Decision Final. The school physician's decision will be final in points in questions.
3. Limitation. Only the above mentioned diseases will be recognized by the North Allegheny School District as communicable diseases.

E. Bereavement Leave.

1. In the event of death in the immediate family, the employee shall be allowed a paid leave of three (3) days; immediate family is defined as spouse, parent, sibling, child, and parent-in-law or near relative residing with employee. If the death is of a near relative, not as defined in the list above, the day of the funeral will be granted as a paid leave day. (See Sec.1154 (b)(c) of PA School Code). Please notify your building principal of the need for bereavement leave. In the event that the employee must travel in excess of 250 miles to attend the funeral of an immediate family member or a near relative (as defined above), the employee will be granted one additional day of bereavement leave
2. In recognition of the expressed individual needs of an employee at the loss of a member of his/her immediate family, the District shall allow the utilization of up to ten (10) sick, personal, or vacation days in addition to the three bereavement days provided by the PA School Code. Such individual needs should be communicated by the employee with his/her principal or immediate supervisor for approval. Need for any additional time beyond these ten days would require submission of a physician's affidavit certifying the nature and extent of the illness or need.

F. Personal Leave.

1. Personal Days will be granted in the following manner:

Number of Days Worked	Fiscal Year Entitlement
200-Day to 260-Day	Three (3) Personal Days per year
187-Day to less than 200-Day	Two (2) Personal Days per year
Less than 187-Day	One (1) Personal Day per year

2. Personal leave days may be accumulated to a maximum of three (3) days. Thereafter, accumulated days are transferred automatically into sick leave days.
3. The following conditions apply to the use of personal leave days:
  - (a) Personal leave shall be used only in half-day or full-day increments.
  - (b) Except in extreme circumstances, which must be explained in writing in the request, personal leave will not be granted the day before or the day following a scheduled student holiday or vacation period.
  - (c) Written request to the Building Administrator must be made at least three (3) calendar days in advance of the absence, except in an emergency. Such requests, however, should be made as soon as possible, but in no event should the request be submitted more than three (3) calendar months in advance.
  - (d) If an emergency arises whereby a personal leave must be taken with fewer than three calendar days advance notice and approval, the employee must state the specific nature of the emergency and whether the absence will be for a full or half-day period. The following are examples of reasons which will be accepted as emergencies:

- (i) Family maternity cases.
  - (ii) Surgical operations for members of the immediate family.
  - (iii) Serious illness of immediate family members at home (member of the immediate family shall be defined according to the School Code provisions).
- (e) No more than two (2) employees from each building may take personal leave during any one day, not to exceed a district-wide daily total of five (5).
- (f) If the personal day absence is for emergency reasons, the limits placed on numbers of permissible absences on a given day shall not apply.

## ARTICLE XXV

### HOLIDAYS

- A. The following holidays are recognized under this Agreement: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and, in addition, four (4) days at the Superintendent's discretion.
- B. When any of the above holidays occur on Saturday, the preceding Friday shall be recognized as the holiday except when school is in session. When any holiday occurs on a Sunday, the following Monday shall be recognized as the holiday except when school is in session. Only the above holidays and conditions will be recognized. All other days shall be considered as working days of employees. Student vacation periods are not to be construed as holiday periods.
- C. "Holiday pay" as used here refers to the number of hours normally worked by the particular employee per day, multi-

plied by his/her straight time hourly rate of pay.

- D. Each actively employed employee will be eligible for holiday pay as shown below, provided the employee works the last scheduled workday prior to and the first scheduled workday following the holiday:

260-Day employees: each holiday specified in section A.

200-Day/216-Day employees: Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

- E. An employee asked to work on a holiday who fails to or refuses to work without cause shall forfeit the right to otherwise payable holiday pay and/or be subject to reasonable discipline unless the failure or refusal was for good cause excusable by the District. Such request(s) shall be made only when just and sufficient cause exists.
- F. An employee who works on any holiday set forth above in subparagraph A of this Article, will receive the compensation provided in subparagraph C of this Article and his/her regular straight time hourly rate for all hours worked on the holiday in accordance with Article XXI, Work Year, Section F3, Overtime.

ARTICLE XXVI

VACATIONS

- A. 260-Day employees will be eligible for annual vacation with pay based upon his/her completed continuous years of service in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Length of Vacation</u>
Up to 5 years	10 work days
5 years but less than 13 years	15 work days
13 years or more	20 work days

- 1. In the first year of employment, vacation entitlement will be pro-rated from date of hire through the June

30 coincident with or immediately following.

2. The annual vacation award will be made on each July 1 based on anticipated continuous years of service anniversary in the 12 months immediately following.
  3. In the last year of employment, vacation entitlement will be pro-rated from the July 1 coincident with or immediately preceding, through the last paid day of employment.
- B. An eligible employee will receive the number of hours the employee is normally scheduled to work multiplied by his/her straight time hourly rate for each day of vacation to which the employee is entitled.
- C. The number of employees permitted to take vacations at the same time will be determined by the District in order to maintain safe and efficient operations. Vacations will be scheduled according to individual employee choice consistent with what the District considers safe and efficient operations, except that the District retains the right to temporarily shut down a department or the entire school for vacations and require eligible employees to take vacations during such shutdown.
- D. To the extent that conflicts arise between or among employees in the same work location over the selection of vacation, seniority will determine who is permitted to take vacation, which ordinarily will be assigned in weekly increments.
- E. Time off under this Article will not be considered as time worked for overtime purposes.
- F. Employees who are eligible for 20 work days of vacation and who hold positions which involve student contact shall schedule at least 10 vacation days when school is not in session unless written approval is granted by the Superintendent or his designee.
- G. Employees are permitted to carry over a maximum of 10 vacation days from year to year.

ARTICLE XXVII

JOB CLASSIFICATIONS

Classification of Employees. Employees will be grouped into the following classifications:

Classification I - Secretarial/Office Services

I-A

Principal's Secretary (260)  
Secondary Assistant Principal's Secretary (NASH & NAI) (260)  
Secretary, Facilities Director (260)  
Secretary, Transportation Department (260)  
Secretary, IT Department (260)  
Secretary, Athletic Director (260)  
Secretary, School Counseling Department (NASH & NAI) (260)  
Fixed Assets and Inventory Technician (260)  
Special Education Secretary (260)  
Gifted Support Secretary (260)  
School Counseling Secretary (NASH) (216)  
Secretary, Psychological and Pupil Services (260)  
Secretary, Facilities Department (260)  
Information Technology Technician (260)  
Secretary, Online Learning & Professional Development (260)  
Communications Assistant (260)

I-B

Main Office Secretary (NASH) (260)  
Central Office Receptionist (260)  
Business Secretary (NASH & NAI) (260 & 216)  
Secondary Assistant Principal's Secretary (CMS, IMS, MMS) (260)  
Secondary Assistant Principal's Secretary (NAI) (216)  
Elementary Assistant Principal's Secretary (216)  
Receptionist/Secretary Athletic Department (216)  
School Counseling Secretary (CMS, IMS, MMS) (216)  
Library Secretary (Secondary) (200)  
Large\* Elementary Library Secretary (190)

\*Large is defined as an elementary school that has reached the population of either MES or MCK, whichever is lower.



I-C

Attendance Secretary (190)  
Small\* Elementary Library Secretary (190)

\*Small is defined as an elementary school that has not reached the population of either MES or MCK, whichever is lower.

I-D

Lifeguard

Classification II - Special Services

II-A

Support Nurse (190)

II-B

Computer Instruction Assistant (187)  
Interpreter-Hearing Impaired (187)

II-C

Special Education Assistant (187)  
Title I Assistant (187)

Classification III - Student/Teacher Services

Student Services Assistant (187)  
Security Officer (187) (Retiree position through attrition)

ARTICLE XXVIII

SALARY ADMINISTRATION

- A. General. If the District fills any position covered by this Agreement, the employee placed in the position shall be compensated at the job rate set for the classification of the position by this Agreement.

B. Job Rates.

Job Class	2021-2022 School Year		2022-2023 School Year		2023-2024 School Year		2024-2025 School Year	
	Years 1-4 of Service	5 <sup>th</sup> Year of Service and Beyond	Years 1-4 of Service	5 <sup>th</sup> Year of Service and Beyond	Years 1-4 of Service	5 <sup>th</sup> Year of Service and Beyond	Years 1-4 of Service	5 <sup>th</sup> Year of Service and Beyond
I-A	\$21.07	\$24.22	\$21.42	\$24.62	\$21.77	\$25.02	\$22.12	\$25.42
I-B	\$19.12	\$21.98	\$19.47	\$22.38	\$19.82	\$22.78	\$20.17	\$23.18
I-C	\$17.73	\$20.38	\$18.08	\$20.78	\$18.43	\$21.18	\$18.77	\$21.58
I-D	\$16.69	\$19.18	\$17.03	\$19.58	\$17.38	\$19.98	\$17.73	\$20.38
II-A	\$24.22	\$24.22	\$24.62	\$24.62	\$25.02	\$25.02	\$25.42	\$25.42
II-B	\$19.05	\$21.90	\$19.40	\$22.30	\$19.75	\$22.70	\$20.10	\$23.10
II-C	\$17.73	\$20.38	\$18.08	\$20.78	\$18.43	\$21.18	\$18.77	\$21.58
III	\$17.57	\$20.19	\$17.91	\$20.59	\$18.26	\$20.99	\$18.61	\$21.39

C. For those hired under the provisions above, salary percentage adjustments will be made on the anniversary of the date of hire.

1. 87% of the full hourly rate shall be paid to employees during the first four years of employment.
2. The full hourly rate shall be paid to employees after the fourth year of completion and beyond.
3. Support Nurse (II-A) shall be compensated at the full hourly rate upon date of hire.

D. Classification Change.

Employees who permanently change classification shall be placed upon the appropriate salary step to reflect said change. Change in pay shall be reflected in the first paycheck following said change and in each subsequent paycheck.

E. Paydates.

1. All employees shall be paid his/her working and non-working compensable hours (Holidays, Jury Duty or Witness Duty, Bereavement, Temporary Military Leave of two weeks or less, personal, sick and vacation days) during a given pay period on a bi-weekly basis

on Fridays. Beginning in the 2017-2018 school year, all employees will receive their annual pay entitlement divided into twenty-six (26) approximately equal payments.

2. Should a regularly scheduled paydate fall on a bank holiday or day when the District's 260-day employees are not scheduled to work, employees shall receive their pay on the workday prior to the scheduled payday.
3. Direct Deposit. Direct Deposit of pay shall be made by the District to employee designated financial institutions which use an automated clearinghouse, for all employees.
  - a. Fund Transfers shall be made so that pay is credited by each pay date at the financial institution.
  - b. Use of this system shall not alter the District pay date schedule.
  - c. All employees shall receive a full statement of earnings, deductions and the related information with each direct deposit.
  - d. The District may establish reasonable procedures to administer this article. All such procedures shall be communicated to the Federation prior to implementation.

## ARTICLE XXIX

### MILEAGE ALLOWANCE

Employees authorized to use their vehicles on official school business will be reimbursed at the rate of the limit set by the Internal Revenue Service beyond which mileage payments are considered to be ordinary income.

ARTICLE XXX

HEALTH INSURANCE BENEFITS

A. Medical Insurance.

1. During the term of this Agreement, employees who are normally scheduled to work at least 1040 hours per year shall be afforded a comprehensive healthcare program. All employees hired after ratification of this agreement by both parties, shall be offered the individual tiered benefit option for medical, dental and vision coverage at employee rates listed in this CBA. In addition to the individual benefit cost, employees may elect to purchase dependent coverage at an additional cost outlined in sections D.3 and D.4. All employees hired prior to December 21, 2016 shall be eligible for any tiered coverages (Individual, Employee/Spouse, Employee/Child, Employee/Children, and Family) under medical, dental and vision insurance at employee rates listed in this CBA. Employees who leave the District for any reason, but return in the future, will be eligible for the individual only tiered benefit option and may elect to purchase dependent coverage at the additional cost. Employees may elect not to participate in the program.
2. Qualified employees also include employees who are normally scheduled to work less than 1040 hours per year. This group of employees may participate by contributing one-half (50%) of the premium costs.
3. The design of the health insurance plan shall be a comprehensive Point of Service (POS) package featuring greater coverage when in-network services are rendered. This plan design is also known as Preferred Provider Organization (PPO). Staff members who choose to utilize out-of-network benefits are subject to higher out-of-pocket costs under this plan design.
4. Co-pays are subject to plan design and every effort will be made to maintain the health care plan with

competitive costs. Accordingly, the relationship and impact between co-pays and premiums will be considered. Any change to co-pays will occur on a calendar year.

Utilization (Office Visit) co-pays and prescriptions will be implemented on the following schedule:

a. Utilization (Office Visit)

<u>Provider of Service</u>	<u>Employee Pays</u>		
	<u>2021</u> <i>not to exceed</i>	<u>2022, 2023</u> <i>not to exceed</i>	<u>2024</u> <i>not to exceed</i>
Primary Care Physician	\$30.00	\$30.00	\$30.00
Specialist	\$45.00	\$50.00	\$50.00
Emergency Room <i>(waived if admitted to the hospital)</i>	\$100.00	\$100.00	\$125.00

b. Prescriptions:

<u>Type of Medication</u>	<u>Employee Pays</u>
Tier 1	\$10.00
Tier 2	\$20.00, not to exceed \$20
Tier 3	\$20.00, not to exceed \$45

5. A standing committee of District and Paraprofessional Union representatives called the Health Care Council will monitor employee satisfaction with the programs and explore relevant developments in the area of health care. Union representatives will be appointed by the President of the Paraprofessional Union.

B. Dental Insurance.

1. During the term of this Agreement, a dental insurance plan shall be available to qualified employees and their eligible dependents, if applicable. Employees may elect not to participate in the program.
2. For full descriptions of the dental insurance coverage levels and limitations, consult the benefits plan summary provided by the District. Benefits

include 100% coverage for Diagnostic and Preventive Services (Class 1), 100% coverage for Basic Services (Class 2) and 50% coverage for Major Restorative Services (Class 3). Annual program maximums per member establish the greatest benefit that a covered individual may receive for rendered services in any given plan year.

C. Vision Insurance.

1. During the term of this Agreement, a unified vision insurance program shall be available to qualified employees and their eligible dependents, if applicable. Employees may elect not to participate in the program.
2. For a full description of the vision insurance coverage levels and limitations, consult the benefits plan summary provided by the District. Employees who have services rendered at an in-network vision provider will receive more comprehensive coverage than those choosing out of network services.

D. Healthcare Coverage Contributions.

1. During the term of this Agreement, the District and the employees shall share the premium expense of the medical, dental and vision insurance programs. Employees hired prior to December 21, 2016 and who are regularly scheduled to work more than 1040 hours in a calendar year and who choose to participate in the medical, dental and/or vision plan options agree to pay the following percentage of the overall premium cost of the selected insurance coverages:

YEAR	PERCENTAGE
2021	14%
2022	14%
2023	14%
2024	14.15%
2025	14.15%

2. Employees who are normally scheduled to work less than 1040 hours in a calendar year will pay 50% of premium costs.

3. Employees hired after December 21, 2016 may elect individual benefits at the shared premium expense outlined in D.1. In addition to the individual benefit cost, employees may elect to purchase dependent coverage at 50% cost of the difference in full premium expense between individual and any other tiered coverage chosen (Individual, Employee/Spouse, Employee/Child, Employee/Children, and Family) during the first four years of employment.
  4. Employees hired after December 21, 2016, who have completed four years of service and reached the fifth service anniversary date of employment, may elect to purchase dependent coverage at 20% cost of the difference in full monthly premium expense between individual and any other tiered coverage chosen.
  5. All employee contributions to insurance expenses shall be paid through payroll deductions. Unless the employee chooses otherwise, these expenses will be calculated as a pre-tax deduction. Employees' contributions will be equally deducted per pay from twenty-six (26) paychecks.
  6. Open Enrollment will occur each year, usually in November. At that time, each employee shall be informed of benefit coverage and premium changes for the following plan year. During Open Enrollment, each employee will have the opportunity to select or waive coverage under the insurance program(s) according to the individual's health insurance needs and in compliance with IRS regulations.
- E. Flexible Spending Accounts. Subject to Federal and State regulations, the District provides Flexible Spending Account participation for eligible expenses for Health Care Reimbursement and/or Dependent Care. Participating employees are responsible for submitting claims for reimbursement of cost within the deadlines as governed by the Internal Revenue Service.

F. Life Insurance and Accidental Death and Dismemberment.

During the term of this Agreement, the District shall provide, at its expense, a life insurance and accidental death and dismemberment policy for each qualified employee for a flat \$25,000.

Upon retirement, each employee shall be covered by a \$1,500 life insurance policy. If an employee wishes to convert the remaining \$23,500 policy to an individual policy directly with the insurance carrier, the individual may contact Human Resources for the appropriate forms.

G. Long-Term Disability Insurance.

During the term of this Agreement, the District shall provide, at its expense, a disability insurance program for each qualified employee. Enrollment in this plan is automatic for all qualified employees.

Benefits:

1. Length of coverage can range from 12 to 60 months depending upon age at onset of disability.
2. Waiting period - 30 calendar days.
3. Maximum Income- \$1,200/mo.

H. Workers' Compensation. Any paraprofessional(s) employed by the Board and injured while performing his/her duty is protected in accordance with the Pennsylvania Workers' Compensation Act and guidelines, as long as a Panel Provider is used for care during the first 90 days of treatment. It is the employee's responsibility to file a Workers' Compensation claim in a timely fashion to ensure eligibility and protection under the law.

The District's responsibility under this Agreement is limited to the payment of necessary premiums (or portions thereof) to purchase the Workers' Compensation insurance. It has no liability for the failure or refusal of the insurance carrier to honor an Employee's claim or to pay benefits and no such action on the part of the carrier shall be attributable to the District or constitute a



breach of this Agreement by the District.

I. Liability Insurance.

The District, at its expense, will provide group liability insurance coverage for employees in accordance with current liability insurance policies, copies of which have been furnished to the Federation.

J. Long Term Care Insurance

The District will offer a Long Term Care insurance product as a pass-through only and will incur no premium cost associated with Long Term Care insurance.

ARTICLE XXXI

RETIREMENT BENEFIT

- A. Eligibility: Any Paraprofessional with at least 10 years' service in the District and who is at least age 60 at the date of retirement shall be eligible for retirement benefits.
- B. An employee electing to participate in this retirement benefit must fully retire from employment in the public schools of Pennsylvania and must receive retirement benefits from the PSERS.
- C. To qualify, an employee may retire at the end of a semester only.
- D. Active employee benefits and contributions will cease at the end of the semester on the last day of the month (January or June).
- E. An employee must notify the District of the intention to retire prior to the end of the semester immediately preceding said employee's final semester of employment.

Benefit Program.

Employees who apply for and qualify for the retirement benefit shall be eligible to continue the health, dental

and vision insurance programs that prevail for active employees. The District agrees to provide this continuous coverage and will pay 50% of the premium expense for up to three (3) years or whenever the retiree reaches Medicare eligibility, whichever comes first.

The retired employee shall be required to set up an Electronic Funds Transfer (EFT) for payment of his/her portion of the premium. Retirees are responsible for monitoring accounts for correct payment withdrawals. If an employee chooses to opt out of a retiree policy, he/she must notify the Human Resources Department in the month preceding cancellation so that the EFT can be cancelled for the following month. Maintenance in the program(s) shall be contingent upon timely payment of the retiree premium portion.

Should the retired employee pass away while participating in the program, no District payment shall thereafter be made for the surviving dependents or spouse of the retiree.

## ARTICLE XXXII

### RESIGNATIONS

Employment with the North Allegheny School District may be terminated by the employee by written resignation presented two weeks before said resignation becomes effective.

#### A. Severance Pay.

1. Any employee who has accrued sick leave and terminates employment with the North Allegheny School District will receive a severance pay settlement except in the following instances:
  - a. discharge for cause
  - b. retirement
  - c. resignation with less than fourteen (14) calendar days notification

2. Severance pay for employees working eight hours per day shall be based upon the following schedule:

\$10.00 times the number of accrued (unused) sick leave days to a maximum of 150 days.

3. A severance ratio will be used to determine payment for employees who work less than eight hours per day.

Example: Four hour day =  $4/8 \times 10.00$

Six hour day =  $6/8 \times 10.00$

Seven hour day =  $7/8 \times 10.00$

K. Terminal Leave Pay.

1. Qualifications. The North Allegheny School District will pay, to those qualifying for retirement under the conditions of the Pennsylvania Public School Employee's Retirement System, a terminal leave pay based upon the following schedule:

One-half per diem times the number of days of accrued (unused) sick leave days, up to a maximum of 220 days.

At the end of each school year, those employees who have already accrued 221 (or more) days in their sick day banks can qualify for an attendance award. As of June 30, an Employee can submit a request to the Human Resource Department to have the number of unused sick days, beyond the maximum of 220 days, divided in half and awarded at the rate of one-half per diem, payable on or before the first paycheck of the next school year.

2. A ratio of hours worked per day to eight hours will be used to determine terminal leave pay for employees who work less than eight hours per day.
3. Any Terminal Leave balance payable to a qualifying retiring employee of \$5,000 or more shall be paid into an approved 403(b) account as a non-elective contribution. Further, sixty (60) calendar days

prior to retirement, the Employee must execute a 403(b) agreement with an approved provider and arrange for the account to be ready to accept the non-elective contribution of the employee's terminal leave balance. A retiring Employee may make an elective contribution to a 403(b) account for any amount less than \$5,000, subject to the Internal Revenue Service annual limits.

4. Death. In the case of death, an employee will be considered a retiree for the purpose of this Article of the Agreement.

#### ARTICLE XXXIII

##### SICK LEAVE BANK

- A. A sick leave bank for members of the paraprofessional employees' bargaining unit shall be maintained and administered by the Federation. Rules and regulations for the administration of the sick leave bank are published as Appendix A to this Agreement.
- B. The District's sole responsibility shall be to transfer and pay sick days upon written authorization of the Federation. The Federation and each employee joining the sick leave bank will defend, indemnify and hold harmless, the District in connection with any claims made by employees under the sick leave bank. No matter, claim or issue relating to the sick leave bank shall be grievable under this contract.
- C. Annually, by the end of November, the District will make available to the Federation a list of those employees who have elected to participate in the sick leave bank, as determined by their completion of and submission to the Federation the sick leave bank application. The District will update this list annually, based upon the most current information supplied by the participants. Written objections to this listing must be submitted to the Federation within ten (10) calendar days of the sick leave bank publication. The Federation shall respond to any objections within ten (10) calendar days of receipt of the objections. In the absence of any objections, the list will be considered official.

## APPENDIX A

### SICK LEAVE BANK

1. **Sick Leave Bank.** A sick leave bank for members of the paraprofessional employees' bargaining unit shall be maintained by the Federation. This sick leave bank is intended to provide paid leave to supplement the individual's personal accumulated sick leave days in the event of extended absence from duty due to the employee's illness or injury.
  
2. **Membership.**
  - A. All employees shall have the option to become members of the sick leave bank.
    - i. In order to become members, individuals must donate two (2) days to the sick leave bank in the first year of their participation. New paraprofessionals who wish to become members will donate one (1) day to the sick leave bank their first year of employment and one (1) day their second year of employment. Thereafter, they will comply with the provisions of Part A-ii below.
    - ii. It is the intent that membership in the Bank will be continuous and will be renewed annually by contributing one (1) day by September 30, unless the Sick Leave Bank Review Board, which shall be the sole agent for monitoring the Sick Leave Bank's usage, determines that each member need not contribute one (1) day in a given school year. Such determination shall be made by September 30 of each year.
  - B. The sick leave bank is to be used by employees who have a long term disability such as those specified in Section 3-C below.
  - C. All days donated to the sick leave bank are irretrievable.
  - D. Any employee hired during the course of the school year shall be eligible to join the sick leave bank within ten (10) days after beginning employment.
  - E. In order to become a member of or to continue membership in the Sick Leave Bank, the employee will complete a Sick Leave membership application and submit it to the Federation by September 30. The Federation will compile the applications, and submit them to the District by

the end of October each year. The District will develop a list of employees who are members of the Sick Leave Bank.

3. **Regulations.** The sick leave bank will be administered according to the following guidelines:

A. **Report of Physician.**

The report of a physician or other qualified medical person must be submitted to the Chairman of the Sick Leave Bank Review Board before the employee can receive benefits from the sick leave bank. The report must contain the following:

- Diagnosis and prognosis of life threatening or debilitating illness or injury
- Type and frequency of treatment needed
- Timing of procedure – if procedure cannot be postponed to a later date (summer, e.g.), explain why
- Expected time away from the job

B. **Use of Sick Leave.**

Employees who qualify will use sick leave bank days in the following manner:

After using all of his/her individual sick leave for the same continuing absence the employee may use days from the sick leave bank for the duration of the absence with a maximum of twenty-five (25) sick leave bank days per disability. An employee using the maximum twenty-five (25) days from the sick leave bank shall not be eligible for additional sick leave bank days until he/she has returned to work for the district for a period of sixty (60) calendar days.

C. **Type of Illness or Injury Included.** The NAFT sick bank is a voluntary sick leave insurance plan that covers the following major medical disabilities:

- i. Major surgery
- ii. Cardiovascular illness
- iii. Respiratory illness
- iv. Bone and nerve disorder that affects locomotion
- v. Malignancies
- vi. Catastrophic accidents

- D. **Extenuating Circumstances.** Although guidelines are intended to define the framework of a particular program, extenuating, rare, or unusual circumstances may be involved. In such cases, the decision of the Review Board shall be final.
- E. **Review Board.** All unusual cases shall be reviewed for final decision by a Review Board consisting of up to five (5) members of the bargaining unit to be chosen as follows:
- i. The President of the Paraprofessional Chapter shall, as soon as possible, appoint the Chairman of the Sick Leave Bank Review Board.
  - ii. The President will also, at the same time, appoint the four (4) other members of the Review Board in the following manner whenever possible: 1 paraprofessional from elementary, middle, and secondary levels.
  - iii. Vacancies on the board, when occurring, will be filled at the discretion of the President of the Paraprofessional Chapter.
    - a. The Review Board shall have the right to involve any and all persons as it may deem necessary to resolve certain specific cases.
    - b. The Review Board may be convened at the request of the Chairman of the Review Board or the President of the Paraprofessional Chapter.
    - c. Any member of the bargaining unit may petition either of the above to convene the Review Board to review a decision that may appear inequitable or unsatisfactory.
    - d. The decision of the Review Board in all cases will be final.
  - iv. The Review Board may request a physical exam from a doctor of the Board's choice and at the expense of the employee.
- F. **How to Apply for Sick Leave Bank Benefits.** The employee needing additional sick leave benefits beyond the accumulated personal sick leave shall submit a Sick Leave Bank application form to the Chairman of the Review Board, along with a physician's report, on which the following is required:

- Diagnosis and prognosis of life threatening or debilitating illness or injury
- Type and frequency of treatment needed
- Timing of procedure – if procedure cannot be postponed to a later date (summer, e.g.), explain why
- Expected time away from the job

Unless extenuating circumstances are involved or the case must come up before the Review Board or both, the applicant should receive an answer within one (1) week. It is advisable to take initial steps before the employees' individual sick leave is exhausted in order to avoid delays in processing papers for receipt of benefits. Periodic contacts may be made with the attending physician.

- G. Termination of Benefits.** Upon return to employment the employee shall notify the Chairman of the Review Board. If days are not used, the left over days will be returned to the sick bank. If eligible sick leave bank days are exhausted before the individual returns to work, he/she shall be notified by the Chairman of the Review Board.



WITNESS the due execution of this Agreement, this 23rd day of June, 2021.

NORTH ALLEGHENY SCHOOL DISTRICT

BY   
Andrew Chomos, President  
Board of School Directors

ATTEST:

  
Kelly Caldwell, Board Secretary  
North Allegheny School Board

NORTH ALLEGHENY FEDERATION OF TEACHERS,  
PARAPROFESSIONAL CHAPTER

BY   
Terry Spaley  
President, Paraprofessional Chapter  
North Allegheny Federation of Teachers

ATTEST:

  
Brittany Glass  
Vice President, Paraprofessional Chapter  
North Allegheny Federation of Teachers

NEGOTIATION TEAM MEMBERS

NORTH ALLEGHENY FEDERATION OF  
TEACHERS, Local 2097-AFT-AFL-CIO  
PARAPROFESSIONAL CHAPTER

NORTH ALLEGHENY SCHOOL DISTRICT

*John M. P.*  
*William M. Herbert*  
*Sue Louis*  
*Judith L. King*

*Chelsie D. Amico*  
*WFL*  
*Joe Scilla*